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**MASTER DECLARATION OF COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS**

**FOR**

**NORMANDY MASTER HOMEOWNERS ASSOCIATION, INC.**

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## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORMANDY

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR NORMANDY is made this 2 day of August, 2024, by **Hawk Normandy, LLC**, a Delaware limited liability company (referred to herein as the "Declarant"), whose address is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

### RECITALS:

1. Declarant owns certain real property located in Duval County, Florida, as described on **Exhibit "A"** attached hereto and incorporated herein by this reference.
2. Declarant intends, but is not obligated, to develop multiple residential tracts on the Property.
3. Declarant deems it desirable to develop the Property pursuant to a comprehensive plan for the use, development, sale, and enjoyment of the Property, subject to certain protective covenants, conditions, restrictions, reservations, easements, equitable servitudes, liens, and charges, all running with the Property.
4. Declarant desires to preserve and enhance the values and quality of life in the Property and the health, safety and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements for the benefit of the Property.
5. Declarant has or will incorporate a nonprofit corporation to which may be conveyed title to certain property, and to which will be delegated the powers of, and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration, and collecting and disbursing the monies derived from the assessments hereafter levied.

### DECLARATIONS:

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

### **ARTICLE I** DEFINITIONS

When used in this Declaration, the following words shall have the following meanings:

1. "Absentee Owner" shall mean an Owner of a Lot who is not occupying the Lot as his or her homestead real property, as defined by applicable Florida law. Accordingly, if the Owner of the Lot is a entity and not an individual, then such Owner shall be an "Absentee Owner," unless one or more of the individuals holding an ownership interest in such entity are occupying the Lot as their primary personal residence. In the latter case, notwithstanding that the Lot is not homestead real property under Florida law, the individual holding an ownership interest in the

business entity and occupying the Lot as his or her primary personal residence shall be deemed an "Owner" and not an "Absentee Owner" for so long as he or she occupies the Lot for such purposes.

2. "Absentee Owner Occupant" shall mean a natural person who occupies a Lot owned by an Absentee Owner, if such occupancy is not as a tenant pursuant to a bona fide lease for a fair market rental as otherwise provided in this Declaration.

3. "Additional Property" shall mean and refer to those lands, together with any improvements thereon, which are made subject to this Declaration pursuant to Article III.

4. "Applicable Law" shall mean all applicable federal, state and local laws, statutes, codes, ordinances, rules, and regulations governing the Property.

5. "ARB" shall mean the Architectural Review Board for the Community established pursuant to Article VIII herein.

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

a. Rights of Way and Entrance Area. Subject to limitations imposed by governmental authority, and to the extent determined by the Board, the signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Master Surface Water Management System permit issued by the District), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within the unpaved rights-of-way adjacent to the Property, within the entry areas to the Community, within any unpaved medians in the rights-of-way as shown on any plat of the Property, and within any platted streets within the Property;

b. Street Lighting. Any lighting fixture rental, electrical usage and other costs of street lighting arranged for by the Master Association for the Property and any Area of Common Responsibility;

c. Dedicated Areas. Areas dedicated to the County or any other governmental authority, and including without limitation those dedicated areas incidental to the establishment of any MSTU/MSBU as described in Article V, Section 9, hereof, whether or not such areas may constitute Common Property before such dedication;

d. Master Surface Water Management System. Drainage improvements and platted drainage easements associated with the Master Surface Water Management System permit issued by the District, to the extent not already owned by the Master Association;

e. Wall and Landscape Easement. Walls, signs, lighting fixtures, electrical equipment, drainage improvements, irrigation lines and equipment, landscape materials and

features, or other improvements from time to time located within any wall and landscape easement within Lots as shown on any plat of the Property.

7. “Articles” shall mean and refer to the Articles of Incorporation of the Master Association. A copy of the initial Articles is attached as Exhibit “B” to this Declaration. The Articles may be amended as provided therein.

8. “Board” or “Board of Directors” shall mean and refer to the Board of Directors of the Master Association.

9. “Builder” shall mean and refer to a company, individual or other entity licensed in the State of Florida to construct Dwellings and who or which is constructing one or more Dwellings on Lots.

10. “Bylaws” shall mean and refer to the Bylaws of the Master Association. A copy of the initial Bylaws is attached as Exhibit “C” to this Declaration. The Bylaws may be amended as provided therein.

11. “Cable Services” shall mean “basic service tier,” as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992 (or amended or successor statute), video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Dwellings, including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, individual satellite dishes, multipoint distribution systems, video dialtone, open video system or any combination thereof.

12. “Common Expense” shall mean and refer to the actual and estimated expense of operating the Master Association and meeting the costs to be incurred by the Master Association in performing its duties and in exercising its prerogatives, including without limitation costs incurred for operation, maintenance, insurance and improvement of the Common Property and Areas of Common Responsibility (including, without limitation, the costs associated with the provision of telecommunication services), and for any reserves from time to time established by the Board.

13. “Common Property” shall mean and refer to the real and personal property from time to time intended to be owned, controlled, operated and maintained by the Master Association, and devoted to the use and enjoyment of all Members of the Master Association, all at Common Expense. Common Property shall include, but not be limited to, easement areas which are held by the Master Association as grantee, and may include community park areas designated on any plat of the Property and drainage improvements and platted drainage easements associated with the Master Surface Water Management System permit issued by the District to the extent not owned by a CDD. No commitment is made that any Additional Property will contain Common Property.

The Common Property may be made subject to easements or other interests granted in favor of third parties including any CDD established with regard to the Community.

14. “Community” shall mean and refer to the residential subdivision project known as Normandy, which is being developed on the Property. The term Community shall include any Additional Property annexed hereto in accordance with the provisions hereof.

15. “Community Development District” or “CDD” shall mean any community development district which is a local unit of special purpose government organized and existing under Chapter 190, Florida Statutes, established with respect to the Community.

16. “Community Standards” shall mean such standards of conduct, maintenance or other activity, if any, established by the Declarant, the Board or the ARB pursuant to Article VIII, including the Planning Criteria and Residential Design Guidelines as defined below.

17. “County” means Duval County, Florida, a political subdivision of the State of Florida.

18. “Data Transmission Services” shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as the same may be amended or superseded from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

19. “Declarant” shall mean and refer to Hawk Normandy, LLC, a Delaware limited liability, its successors and assigns. No successor or assignee of any member of Declarant shall have any rights or obligations of Declarant hereunder unless such rights and obligations are specifically set forth in the instrument of succession or assignment, or unless such rights pass by operation of law.

20. “Declaration” means this instrument as the same may be supplemented and amended from time to time.

21. “District” shall mean and refer to the St. Johns River Water Management District, an agency created pursuant to Florida Statute, Chapter 373.

22. “Dwelling” shall mean a residential dwelling and appurtenances thereto constructed on a Lot within the Community. The term Dwelling may not reflect the same division of property as reflected on the Plat. A Dwelling 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 Dwelling, or the obligation of Owner to pay Assessments with respect to such Dwelling. The term “Dwelling” includes any interest in land, improvements, or other property appurtenant to the Dwelling.

23. “Governing Documents” shall mean this Declaration, the Articles of Incorporation and Bylaws of the Master Association, the Community Standards, Residential Design Guidelines,

Planning Criteria, Rules and Regulations, and any applicable Supplemental Declaration, all as amended and supplemented from time to time.

24. “Homeowner Association Law” shall mean and refer to Chapter 720, Florida Statutes, as it now exists.

25. “Lot” shall mean and refer to each residential building site created by any recorded plat of the Property, including any Dwelling located thereon once constructed. In the event of construction of condominiums, apartments, or other configurations with construction of more than one Dwelling on a Lot, each Dwelling, along with all appurtenances, shall be considered an individual “Lot.”

26. “Master Association” shall mean and refer to the NORMANDY MASTER HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, and its successors and assigns.

27. “Master Surface Water Management System” shall mean the overall system designed, constructed and implemented upon the Property to control discharges caused by rainfall events, which system is intended to collect, convey, store, absorb, inhibit, treat, use or reuse surface water in order to prevent or reduce flooding, over drainage, environmental degradation, and water pollution, and to control the quality and quantity of discharges from the system, all as permitted by the District pursuant to such administrative and other District regulations, rules, or policies as may be applicable upon the date this Declaration is recorded (collectively, “District Regulations”). The Master Surface Water Management System includes, without limitation, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffers and wetland mitigation areas.

28. “Member” shall mean and refer to each Member of the Master Association as provided in Article IV, Section 2.

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

30. “Planning Criteria” shall have the meaning given in Article VIII, Section 1, below.

31. “Plat” shall mean any plat of any portion of the Community filed in the public records of the County, from time to time. This definition shall be automatically amended to include the plat of any additional phase of the Community, as such phase is added to this Declaration.

32. “Property” shall mean and refer to the real property described on Exhibit “A” attached hereto and by this reference incorporated herein, together with any Additional Property hereafter annexed to this Declaration pursuant to Article III.

33. “Residential Design Guidelines” shall have the meaning given in Article VIII, Section 1, below.

34. “Rules and Regulations” shall mean the rules and regulations promulgated from time to time by the Board as to the use and enjoyment of the Property.

35. “Sub-Association” shall mean and refer to any homeowners association for any particular townhome project or single-family residential subdivision, or condominium association, located within the Community, established by the owner of that portion of the Property pursuant to the terms of a recorded declaration of covenants and restrictions or declaration of condominium providing for management and administration by a for-profit or non-profit corporation.

36. “Supplemental Declaration” shall mean and refer to any instrument which extends the effect of this Declaration to Additional Property pursuant to Article III.

37. “Telecommunications Provider” shall mean any party contracting with the Master Association and/or Owners directly to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Provider. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Master Association or Owners such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

38. “Telecommunications Services” shall mean delivered entertainment services; all services that are typically, both now and in the future, identified as telecommunication services; including, without limitation, Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. For purposes of this Declaration, the term “Telecommunications Services” shall be construed as broadly as possible.

39. “Telecommunications Systems” shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Community. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network

distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

40. “Telephony Services” shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

41. “Tenant” shall mean a natural person who occupies a Dwelling pursuant to a bona fide lease, license or other agreement in exchange for consideration as otherwise provided in the Declaration.

42. “Title Documents” shall mean land use and title documents recorded in the public records of the County.

43. “Turnover” shall mean the time when Class “A” Members, other than the Declarant, elect at least a majority of the Directors of the Master Association, as set forth in §720.307 Fla. Stat.

## ARTICLE II PLAN OF DEVELOPMENT

1. Plan. The planning process for the Community 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, Declarant may and has the right to develop the Community and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of the Community as finally developed.

2. Governing Documents. The Governing Documents create a general plan of development for the Community which may be supplemented by additional covenants, restrictions and easements applicable to neighborhoods within the Community. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, by-laws, rules or policies, the Governing Documents shall control. Nothing in this Article shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of the Community from containing additional restrictions or provision that are more restrictive than the provisions of this Declaration except to the extent specifically stated herein. All provisions of the Governing Documents shall apply to all Owners and to all occupants of Dwellings, as well as their respective tenants, guests and invitees. Any lease agreement for a Dwelling within the Community shall provide that the lessee and all occupants of the leased Dwelling shall be bound by the terms of the Governing Documents and shall be deemed to so provide if it does not. Other specific requirements for lessees are set forth in this Declaration.

3. Site Plans and Plats. The Plat may identify some of the facilities and Common Property within the Community. The description of the facilities or Common Property on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as facilities or Common Property. Site plans used by Declarant and/or Builders in

their marketing efforts may illustrate the types of improvements that may be constructed on the facilities, but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Property or facilities.

### **ARTICLE III**

#### **PROPERTY SUBJECT TO THIS DECLARATION**

1. Property. The Property is and shall be improved, held, transferred and occupied subject to this Declaration. As of the date hereof, Declarant intends to develop the Property described on Exhibit "A" attached hereto. If Declarant elects to annex and submit such additional lands to the lands to be encumbered by this Declaration, then Declarant shall follow the procedures set forth in Section 3 below, and such annexed lands shall become part of the Property. Until such time, only the Property described on Exhibit "A" to this Declaration shall be encumbered hereby, and this Declaration shall not be deemed an encumbrance against any other lands.

2. Additional Property. Declarant shall have the right but not the obligation to bring within the scope of this Declaration, as Additional Property, additional lands lying in the vicinity of the Property (including prior additions) at any time within twenty (20) years from the date this Declaration is recorded, which annexation may be accomplished without the consent of the Master Association, the Owners, or any mortgagee or other lien holder.

3. Method of Annexation. Additions authorized under this Article III shall be made, if at all, by recording a Supplemental Declaration by Declarant extending this Declaration to Additional Property. The Supplemental Declaration shall not require a vote of the Members or the joinder or consent of any Member. The Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Master Association to the Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the real property being annexed or of the housing or development approaches being implemented. Upon the recordation of any Supplemental Declaration, the Owners shall also have a right and non-exclusive easement of use and enjoyment in and to the Common Property, if any, within the Additional Property and an obligation to contribute to the cost of operating, maintaining and insuring the additional Common Property and any additional Areas of Common Responsibility. From and after recordation of any Supplemental Declaration, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Master Association.

4. Assessment Obligation of Owners Other than Declarant as to Additional Property. Any Lots within land added as Additional Property which are owned by Owners other than the Declarant, or its assignee by separate written document, shall be subject to assessments, both annual, special or otherwise, including, without limitation, those imposed by any CDD created with regard to the Community, all in accordance with Article VII below.

5. Withdrawal. Declarant may withdraw any portions of Community (or any additions thereto) it owns from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the public records of the County. The right of the Declarant to withdraw portions of the Community shall not apply to any Lot that has been conveyed to an Owner or Builder, unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. Except as provided in this paragraph below, the withdrawal of any portion of the Community shall not require the consent or joinder of any other party (including, without limitation, the Master Association, Builders, Owners, or any lenders). The Master Association shall have no right to withdraw land from the Community. So long as any Builder shall own any Lot in the Community, Declarant shall obtain such Builder's prior written consent to any proposed amendment withdrawing any Lot or other portions of the Community from the platted phase in which Builder's Lot is located prior to recording any such amendment, except with respect to any withdrawals required by a governmental agency (which the Declarant may make without the joinder or consent of any other party).

#### **ARTICLE IV** **THE MASTER ASSOCIATION**

1. The Master Association. The Master Association is a Florida not-for-profit corporation created under Chapter 617 and Chapter 720, Florida Statutes. The Master Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by Chapters 617 and 720, Florida Statutes, this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association for the benefit of the owners and for the maintenance, administration and improvement of the Property and Areas of Common Responsibility. Neither the Articles nor the Bylaws shall be amended or interpreted so as to be inconsistent with this Declaration or Chapters 617 and 720, Florida Statutes. In the event of any such inconsistency with the Articles or Bylaws, the provisions of this Declaration shall prevail provided nothing contained in the Articles, Bylaws or this Declaration shall be prohibited by Florida law. The officers and directors of the Master Association shall be required to be either (1) a Member of the Master Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The Board, and such officers as the Board may appoint, shall conduct the affairs of the Master Association.

2. Membership. Each Owner (including Declarant) shall be a Member of the Master Association. The Master Association membership of each Owner shall be appurtenant to, and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall operate automatically to transfer to the new Owner the membership in the Master Association appurtenant to that Lot.

3. Voting Rights. The Master Association shall have two (2) classes of voting membership:

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

b. Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to five (5) votes for each Lot actually or potentially included in the Property owned by Declarant. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Master Association.

c. Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership three months after ninety percent (90%) of the parcels in all phases of the Community (that will ultimately be operated by the Master Association) have been conveyed to Members other than the Declarant.

For purposes of this Article, the term "Members other than the Declarant" shall not include Builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale.

4. Transition of Control. Any other provision of this Article IV to the contrary notwithstanding, Members other than the Declarant are entitled to elect at least one member of the board of directors of the Master Association if 50 percent of the parcels in all phases of the community which will ultimately be operated by the Master Association have been conveyed to members other than the Declarant. Members other than Declarant shall be entitled to elect at least a majority of the members of the Board of Directors upon termination of Class "B" Membership pursuant to subsection 3(c) above. Until then, Declarant shall be entitled to appoint and remove all members of the Board of Directors.

5. Multiple Owners. Each vote in the Master Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, or if more than one (1) Class "A" vote is cast for any Lot, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. The Board of Directors may adopt Rules and Regulations requiring the filing of voting certificates or other registration designating a single person as the voting owner before the casting of a vote for a jointly owned unit.

6. Duties, Powers and Authority of the Master Association. The Master Association shall have all the powers of a not-for-profit corporation organized under Chapter 617, Florida Statutes, subject only to such limitations as are set forth in the Articles, the Bylaws, or this Declaration. The Master Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by this Declaration, the Articles, or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association for the benefit of the Owners and for the maintenance, administration and improvement of the Property and the Areas of Common Responsibility.

7. Rules and Regulations. The Board of Directors may promulgate reasonable Rules and Regulations as to the use and enjoyment of the Property, including Lots and Dwellings, which shall be observed by the Owners and occupants thereof. The Rules and Regulations may augment

or clarify the terms of this Declaration or any term, covenant or restriction herein contained and shall be enforceable to the extent not in conflict herewith. The Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development. The Rules and Regulations shall not apply to Builders, or to any property owned by a Builder in a manner which would restrict or interfere with the ordinary reasonable construction and/or sale of any property owned by a Builder.

8. Applicability of Florida Statutes, Section 720.3075. The provisions of Florida Statutes, Section 720.3075, are applicable to this Declaration, the Articles and the Bylaws and shall be binding upon Declarant, Master Association and all Owners. None of the provisions of this Declaration, the Articles or the Bylaws shall be interpreted in a manner which would violate the prohibitions contained in Florida Statutes, Section 720.3075.

9. Indemnification of Officers and Directors. To the extent permitted by law, the Master Association shall, and all Owners as Members hereby agree that the Master Association shall, defend and indemnify each officer, director, and member of any committee of the Master Association from any and all expenses including legal expenses incurred arising out of such person's acts undertaken on behalf of the Master Association unless (i) such acts were both adverse to the Master Association and resulted in improper personal gain to the person, (ii) the act was a violation of criminal law for which the person either pleads guilty or nolo contendere or is found to be guilty in a court of law and such person knew or should have known that his or her conduct was criminal, (iii) conscious disregard for the best interests of the Master Association or any willful violation of this Declaration or other Master Association Governing Documents; or (iv) the act was reckless or an act or omission which was committed in bad faith or with malicious purpose or in a manner exhibiting wanton and willful disregard of human rights, safety or property. This provision is self-executing and the Master Association may also take any action desired to carry out its purposes.

## **ARTICLE V**

### **PROPERTY RIGHTS AND EASEMENTS IN THE COMMON PROPERTIES AND LOTS**

1. Property Rights. Property rights in and to the Common Property shall carry with it the right by the Master Association and the Declarant and Builders as authorized by Declarant (but not the Owner) to dedicate or transfer all or any part of or interest in the Common Property to any public agency, authority, or utility provided by the Articles or to any CDD created with regard to the Community, or to enter into any easements, shared facilities or other agreements with any such parties that may hereafter encumber the Common Property or portions thereof.

2. Master Association and Owner Easements. Unless otherwise provided below and subject to all Master Association Rules and Regulations, the Master Association and each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Property. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

- a. Right-of-way for ingress and egress by vehicles and on foot through and across any streets, roads or walks in the Common Property for all lawful purposes; and
- b. Rights and easements to drain across the surface water drainage detention, retention and conveyance structures and areas in accordance with the Master Surface Water Management System and applicable District Regulations, and to connect with, maintain and make use of utilities lines and facilities from time to time located within the Common Property; and
- c. Rights and easements to use and enjoy the Common Property for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, the Community Standards, the Rules and Regulations, or Applicable Law.
- d. The Master Association shall have a non-exclusive easement for ingress and egress over and across all Common Property, driveways and walkways, that may from time to time exist within the Property; provided, however, that any such easement in favor of the Master Association shall be limited to provide the Master Association only such easement interest as may be required to satisfy any maintenance or related obligations of the Master Association with respect to the streets, roadways, Master Surface Water Management System, Common Property and other infrastructure within the Community.

### 3. Other Easements.

- a. Any CDD created with regard to the Community may have and be granted by the Declarant and/or the Master Association a non-exclusive easement for ingress and egress over and across all Common Property, driveways and walkways, that may from time to time exist within the Community; provided, however, that any such easement in favor of a CDD shall be limited to provide the CDD only such easement interest as may be required to satisfy any maintenance or related obligations of the CDD with respect to the streets, roadways, Master Surface Water Management System, Common Property and other infrastructure within the Community.
- b. Declarant shall have a perpetual right to access and enter the Common Property at any time for the purposes of inspection and testing of the Common Property. Master Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Property so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Master Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Property.

4. Utilities. The Lots, Property or the Common Property may be subject to existing easements and agreements for services and public utilities purposes (including, but not limited to, fire and police protection, garbage and trash removal, reclaimed and potable water and sewage systems, electric service, Telecommunications Services and Telecommunications Systems, and irrigation wells and pumps), and the utilities, entities and applicable governmental agencies having jurisdiction there over, including, without limitation, the Master Association and its employees and agents, shall have the right of access to any Lot or Property or the Common Property in

furtherance of such easements. Each Owner shall be obligated to maintain any easements contained within such Owner's Lot, whether or not shown on any recorded plat and whether or not required to be maintained by the utility entity holding such easement. The Declarant or its designee, so long as the Declarant or designee owns a Lot or Property or the Common Property, and without the joinder and consent of any other person or entity, shall have the right to grant such other additional easements and enter into such additional agreements regarding Telecommunications Systems, Telecommunications Services, and other utilities, including installations, operation, provision and maintenance agreements, as may be necessary for public and private utilities or other franchised or non-franchised service purposes. In addition, the Declarant reserves for itself and its designee, so long as the Declarant or designee owns a Lot or any portion of the Property or the Common Property (and after conveyance of title to the Common Property, the Master Association thereafter), and without the joinder and consent of any other person or entity, the right to enter into license, marketing, shared facilities or other agreements with respect to the Property, for the provision of any such Telecommunications Systems, Telecommunications Services, and utilities within the Property, or for the maintenance of any Telecommunications Systems, utility or drainage facilities or other areas, whether or not included in the Common Property. Any such easements and agreements shall be binding on the Master Association and survive Turnover pursuant to their terms. Notwithstanding the foregoing or anything contained herein to the contrary, no such easements or agreements shall encumber or be imposed upon any property within the Community owned by a Builder, unless such Builder provides its prior written consent to such easement or agreement.

5. Title and Encumbrances to Common Property. Declarant (or a Builder authorized by Declarant) shall convey to the Master Association or, if required by the County incident to the establishment of an MSTU/MSBU as described in Article V, Section 9 below, dedicate to the County for the uses and purposes set forth in this Declaration or in any subdivision plat of the Property fee simple title in and to the Common Property free and clear of all encumbrances except taxes, applicable subdivision plats, this Declaration and any easements recorded in the public records prior to the conveyance to the Master Association. Once conveyed to the Master Association, the Common Property may not be mortgaged or further conveyed without the consent of at least two-thirds (2/3) of the Owners (excluding Declarant); provided, however, if required by the County and/or any CDD created with regard to the Community incident to the establishment of an MSTU/MSBU as described in Article V, Section 9 below or otherwise, the Master Association shall dedicate to the County for the uses and purposes set forth in this Declaration or in any applicable subdivision plat so much of the Common Property then owned by the Master Association as shall be required by the County and/or any CDD created with regard to the Community, and, except as provided by Applicable Law, no such dedication shall require the consent of any Owner, the Master Association, any mortgagee or other lien holder, or of anyone else.

6. Extent of Easements. The rights and easements created in this Article shall be subject to and governed by the following:

a. Subject to any conflicting rights of Declarant and the Owners set forth in this Declaration, or as otherwise expressly provided herein, the Master Association shall be responsible for the exclusive management, control and maintenance of the Common Property, including adoption of reasonable Rules and Regulations relating to use of the Common Property.

b. Declarant, until conveyance of title to the Common Property to the Master Association, and the Master Association thereafter, may reserve to itself or to grant or dedicate to Declarant, any Owner, the Master Association, any governmental agencies and/or any Telecommunications Provider, utility companies, easements and rights-of-way, over, under or through the Common Property for installation, use, maintenance and inspection of lines and appurtenances for Telecommunications Systems, other public or private utilities, surface water drainage improvements and areas, or completion of the Community. No improvement or material may be placed upon any such easement which may damage or interfere with the installation or maintenance of utilities or the easement area or that may alter or impede the direction or flow of drainage.

c. Declarant's and Builders' rights reserved in this Declaration.

d. Matters shown on any plat of the Property or otherwise recorded in the Official Records of the County.

7. Reservations. Declarant hereby reserves the following licenses, rights, privileges and easements over, under and through the Common Property, for itself and the Master Association and/or any CDD created with regard to the Community (i) rights-of-way and easements to install, maintain and use electric, lighting, Telecommunications Systems, Telecommunications Services, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and other equipment and improvements necessary or convenient for the completion, marketing, use and enjoyment of the Property, (ii) the right to cut trees, bushes or shrubbery, make any grading of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance, (iii) the right to locate thereon wells, pumping stations and irrigation systems and lines, (iv) easement of ingress and egress for purposes of development, construction and marketing, including the exercise of Exclusive Marketing Rights (as defined in Article X below) and (v) such other rights as may be reasonably necessary to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage, flags, banner, logos, trademarks, service marks, and trailers used in such development, sales, and marketing efforts (including the exercise of Exclusive Marketing Rights by Declarant or third parties under agreement with Declarant); provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easement, utility, equipment or service. Declarant also reserves the right to connect with and make use of the Telecommunications Systems, utility lines and drainage improvements which may from time to time be in or along the streets and roads, or within the Common Property or platted easements. The easements and rights-of-way herein reserved herein shall be assignable and shall continue in existence in favor of Declarant after conveyance of the Common Property to the Master Association or dedication to the County until such time as Declarant has sold all Lots in the Property and in any lands separately developed by Declarant and located adjacent to the Property.

Declarant also reserves a perpetual right and easement to irrigate the Common Property with reclaimed water. The benefit of this reservation shall inure to Declarant and its specifically designated successors and assigns, but not in favor of any other Owner.

8. Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, subject to the limitations set forth herein, but same shall not be construed to create any rights in the general public.

9. MSTU/MSBU. Declarant or the County may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU"), to provide for any one or more of the following: (a) operation and maintenance by the County of any of the Common Property, and any recreational, drainage or other improvements thereon, for the uses<sup>a</sup> and purposes set forth in this Declaration or in any applicable subdivision plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the County, (b) construction or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation, or other areas, improvements or facilities on or within the Common Property or any easement areas for the use and benefit of the Property and the occupants thereof, and (c) construction, operation or maintenance of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration or the MSTU/MSBU, or by the applicable governmental authority. It is anticipated that the costs incurred by the MSTU/MSBU will be billed directly to the Owners or to the Master Association for subsequent assessment to the Owners and Lots.

10. Community Development District. Declarant shall have the right to create a CDD, including and encumbering all or any portion of the Property, including, without limitation, the Lots and Common Property, for the purposes of financing the improvement of the Lots and Common Property. In connection with the establishment of the CDD, assessments and fees may be assessed against the Lots or Common Property, in addition to those created by this Declaration and imposed by the Master Association. Each Owner shall pay to the CDD, or its designated representative, any assessments and fees created by the documentation establishing the CDD. In addition to any other rights that the Declarant may have pursuant to this Declaration, Declarant shall have the right to convey or grant easements over any Common Property to the CDD or subject the Property, or any portion thereof, to the documents establishing the CDD. Further, the Declarant shall have the right to cause the Master Association to enter into agreements with any CDD with respect to the maintenance of the Property or improvements constructed thereon or thereunder in which the CDD has an interest.

11. Declarant, Builders Not Subject to Community Standards and Rules and Regulations. The Community Standards and Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development or adversely affect the interests of Declarant. The Community Standards and Rules and Regulations shall not be applied in a manner which would restrict or interfere with the development and/or sale of any property owned by a Builder. Without limiting the foregoing, Declarant, Builders and/or their assigns, as the case may be, shall have the right to: (i) develop and construct the Lots, Dwellings, Common Property, facilities, and related improvements within the Community, and make any additions, alterations, improvements, or changes thereto (subject to Declarant's approval of a Builder's plans for such Dwellings, Common Property and other improvements and facilities to be constructed by such Builder, as applicable);

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(ii) maintain sales offices (for the sale and re-sale of (a) Lots and Dwellings and (b) residences and properties located outside of the Community), general office and construction operations within the Community; (iii) place, erect or construct portable, temporary or accessory buildings or structures within the Community 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 the Community; (v) post, display, inscribe or affix to the exterior of any portion of the Common Property, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of the Community, including, without limitation, Lots and Dwellings; (vi) excavate fill from any lakes or waterways within and/or contiguous to the Community by dredge or dragline, store fill within the Community and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Community and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising the Community. All of the foregoing rights of Declarant, Builders and/or their successors or assigns, as the case may be, shall be exercisable regardless of the value of any aesthetic rights of enjoyment or use of the Common Property held by any Owner.

## **ARTICLE VI** **INSURANCE**

1. Insurance Required by Law. The Master Association shall maintain such insurance or a fidelity bonds required by Florida law, as amended from time to time.

2. Property Insurance. The Master Association shall obtain hazard insurance for improvements to the Common Property and Areas of Common Responsibility and a broad form public liability policy covering all Common Property and Areas of Common Responsibility and all damage or injury caused by negligence of the Master Association or any of its agents in such reasonable amounts the Board of Directors determines.

3. Other Insurance. In addition, the Board may obtain any other types of insurance coverage as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance so obtained shall be a Common Expense. The Master Association may self-insure against any risk.

4. Waiver of Subrogation. As to each policy of insurance maintained by the Master Association that will not be voided or impaired thereby, the Master Association hereby waives and releases all claims against the Board, the Owners, the Members, the Builders, the Club, the Declarant, and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement by said persons, but only to the extent that insurance proceeds are received in compensation for such loss.

## **ARTICLE VII** **COVENANT FOR ASSESSMENTS**

1. Assessed Property. Declarant, for each Lot owned by it in the Property, and each Owner other than Declarant by acceptance of title to any Lot, whether or not it shall be so expressed in any deed or other conveyance, covenants and agrees to pay to the Master Association: (i) annual assessments or charges, (ii) special assessments, (iii) individual assessments, and (iv) a one-time only initial assessment. Said assessments shall be fixed, established and assessed as herein provided. Assessments, together with such interest and late charges as shall be imposed by the Board at its discretion, and the cost of collection thereof, including without limitation court costs and reasonable attorneys' and legal assistants' fees incurred pre-suit, before trial, at trial, appeal and bankruptcy, shall be a charge and a continuing lien upon the Lot against which such assessment is made, from and after the date on which such assessment is due. Each assessment, together with said interest, late charges, costs and fees, shall also be the personal obligation of each person who was an Owner of the Lot at the time the assessment fell due.

If any assessment or installment thereon is not paid when due, then such assessment shall be delinquent and the delinquent assessment, together with simple interest at the rate of 18% per annum or such higher amount as allowed by law, a late charge of the greater of twenty-five dollars (\$25.00) or five percent (5.0%) of the past due installment, and collection costs and fees, shall be secured by a continuing lien on the Lot as to which the assessment accrued as hereafter provided.

2. Lien and Personal Obligation for Non-Payment.

a. The Master Association has a lien on each Lot to secure the payment of assessments and other amounts provided for herein. Except as otherwise set forth in Florida Statute 720.3085, the lien is effective from and shall relate back to the date on which this Declaration is recorded. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the County.

(1) The claim of lien shall state the description of the Lot, the name of the Owner, the name and address of the Master Association, the assessment amount due, and the due date. The claim of lien secures all unpaid assessments that are due and that may accrue subsequent to the recording of the claim of lien and before entry of a certificate of title, as well as interest, late charges, and reasonable costs and attorney's fees incurred by the Master Association incident to the collection process. The person making payment is entitled to a satisfaction of the lien upon payment in full.

(2) The Master Association may bring an action in its name to foreclose a lien for assessments in the same manner in which a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Master Association is entitled to recover its reasonable attorney's fees incurred in an action to foreclose a lien or an action to recover a money judgment for unpaid assessments.

(3) If the Owner remains in possession of the Lot after a foreclosure judgment has been entered, the court may require the Owner to pay a reasonable rent for the Lot. If the Lot is rented or leased during the pendency of the foreclosure action, the Master Association

is entitled to the appointment of a receiver to collect the rent. The expenses of the receiver must be paid by the party who does not prevail in the foreclosure action.

(4) The Master Association may purchase the Lot at the foreclosure sale and hold, lease, mortgage, or convey the Lot.

b. (1) An Owner, regardless of how his or her title to property 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 he or she is the Owner. The Owner's liability for assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Property or by abandonment of the Lot upon which the assessments are made.

(2) An Owner is jointly and severally liable with any previous Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the Owner from any previous Owner. For the purposes of this paragraph, the term "previous owner" shall not include the Master Association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. The present owner's liability for unpaid assessments is limited to any unpaid assessments that accrued before the Master Association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure.

c. (1) If the Lot is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Master Association, the Master Association may demand that the tenant pay to the Master Association the subsequent rental payments and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full to the Master Association and the Master Association releases the tenant or until the tenant discontinues tenancy in the Lot.

(2) The Master Association may issue notice under Florida Statute, §83.56, and sue for eviction under Florida Statute, §§83.59-83.625, as if the Master Association were a landlord under Part II of Chapter 83 if the tenant fails to pay a monetary obligation. However, the Master Association is not otherwise considered a landlord under Florida Statute, Chapter 83, and specifically has no obligations under Florida Statute, §83.51.

(3) The tenant does not, by virtue of payment of monetary obligations, have any of the rights of an Owner to vote in any election or to examine the books and records of the Master Association.

3. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (i) Common Property; (ii) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (iii) lands dedicated to the County or other governmental authority, any utility company or the public; and (iv) Lots owned by Declarant during the period of time that Declarant funds the Deficit pursuant to Section 10 of this Article. No other land or improvements in the Property shall be exempt from these assessments, charges or liens.

4. Purpose. The assessments levied by the Master Association may be used to

promote the recreation, health, safety and welfare of the Owners, to perform the Master Association's duties and to exercise the powers conferred on it, to improve, operate, insure and maintain the Common Property and the Areas of Common Responsibility, and to pursue any other purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of Master Association operating expenses; (b) lighting, irrigation, maintenance, improvement and beautification of streets and easement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property to the extent not otherwise funded by a CDD; (c) operation, maintenance, repair and management of any clubhouse, park and recreational facilities constituting the Areas of Common Responsibility to the extent not otherwise funded by a CDD; (d) payment of any amount due for the provision, use, operation, maintenance, repair or replacement, from time to time, of any Telecommunications Services or Telecommunications Systems under any agreements entered into in accordance with Article Xhereof; (e) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Master Association or the Common Property; (f) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Property, Areas of Common Responsibility, any easement areas benefiting the Master Association to the extent not otherwise funded by a CDD; (g) repayment of any deficits previously incurred by the Master Association; (h) procurement and maintenance of insurance; (i) employment of accountants, attorneys and other professionals to represent or advise the Master Association; (j) operation, maintenance and repair of the Master Surface Water Management System for the Property in accordance with the terms of this Declaration and the requirements of the District to the extent not otherwise funded by a CDD; (k) monitoring of protected wetlands as required by the District until such time as the Master Association or the CDD, as the case may be, has completed the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring; including, without limitation, funding for monitoring and maintenance of any wetland mitigation areas each year until the District determines that such areas are successful in accordance with the District Regulations; and (l) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners.

##### 5. Determination of Regular Assessments.

a. Operating Budget. At least thirty (30) days prior to the end of the Master Association's fiscal year, the Board shall prepare a budget of the estimated costs of operating the Master Association during the coming year, including without limitation operational items such as overhead and indirect costs, insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, as well as charges to cover any deficits from prior years, and capital improvement budget items approved by the Board.

b. Adoption of Operating Budget. The Master Association shall mail to each Member at least thirty (30) days prior to the end of the Master Association's current fiscal year a copy of the operating budget and regular assessments approved by the Board to be levied for the next fiscal year. The Board may elect to collect regular assessments in monthly, quarterly, semi-annual or annual installments. The regular assessments for each year may be increased by the Board by an amount not to exceed fifteen percent (15%) over and above the regular assessments

for the preceding year, and such increase and associated operating budget shall not require the approval of the membership. In the event that the regular assessments exceed fifteen percent (15%) over and above the regular assessments for the preceding year, then such proposed increase shall require a vote of two-thirds (2/3) of the Members, without regard to class, who are voting in person or by proxy, at a meeting duly called for this purpose. If the membership fails to approve the operating budget for the succeeding year which proposes an increase in excess of fifteen percent (15%), or if the Board fails to propose a budget, then the budget and regular assessments for the preceding year shall continue in effect until the Board amends the budget or adopts a new budget.

c. Allocation of Regular Assessments Among Lots. The Master Association shall levy regular assessments on an equal basis per Lot

6. Special Assessments. In addition to regular assessments, the Board may levy, at any time, a special assessment for the purpose of defraying budget shortfalls, to cover unanticipated expenses, or for any other purpose deemed desirable or appropriate by the Board; provided, however, that any such special assessment shall have the approval of a majority of the votes of the Members of each class who are in attendance and voting in person or by proxy at a meeting duly called for said purpose. Notwithstanding the foregoing, member approval shall not be required for special assessment for purposes of insuring, maintaining, repairing or replacing existing improvements.

7. Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot in order to: (i) recover any and all reasonable costs incurred by the Master Association due to that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration which costs may include, without limitation, any reasonable attorneys' fees, legal assistants' fees and costs incurred in doing so; and/or (ii) reimburse the Master Association for loss or damage to the Master Association or to any Common Property, Area of Common Responsibility or easement area caused by that Owner or his lessee, agent, contractor or guest, whether or not covered by insurance, or for any other purpose expressly permitted by this Declaration.

8. Commencement of Regular Assessments; Start-Up Assessment; Initial Regular Assessment; Due Dates; Resale Assessments. Regular assessments on the Lots in the Property shall commence upon the sale of the first Lot in the Property to a bona fide third party purchaser. At the closing of the sale of each Lot in the Property by Declarant to the first individual purchaser from Declarant, the purchaser shall pay to the Master Association (i) a one time initial contribution ("Start-Up Assessment") in the amount of Three Hundred and 00/100 Dollars (\$300.00), and (ii) the entire regular assessment for the calendar year (less any Telecommunications Services expenses) of closing, prorated on a per diem basis from the date of closing through the end of that calendar year. Thereafter, regular assessments shall be due in such amounts and in such frequency as determined by the Board of Directors. Notwithstanding the foregoing, the regular assessment payable for each Lot shall exclude and shall be reduced by the Lot Telecommunications Services fee until such time as the Lot is conveyed to an Owner other than a Builder. Annual assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. As provided herein, any company individual or other entity who holds property and acts as a "land banker" for the benefit of a Builder shall also be considered a "Builder" for purposes of the Governing Documents. In the event a Builder purchases Lots from Declarant,

at the closing of the sale of each such Lot from Builder to the first purchaser thereof, the purchaser shall pay to the Master Association the Start-Up Assessment in the amount of three hundred dollars (\$300.00). In the event a Builder purchases from Declarant an unplatted parcel which has not been subdivided into individual Lots, no Start-Up Assessment shall be due upon such conveyance of the parcel from Declarant to Builder; provided, however, in the event Builder subdivides such parcel into individual Lots, at the closing of the sale of each such Lot from Builder to the first purchaser thereof, the purchaser shall pay to the Master Association the Start-Up Assessment in the amount of three hundred dollars (\$300.00). Notwithstanding anything contained herein to the contrary, there shall be no "Start-Up Assessment" or "resale assessment" due upon any conveyance between a Builder and another Builder, including any conveyance to or from a land banker entity. Upon each transfer of a Lot after the initial transfer from from a Builder to a bonafide third party purchaser, there shall be due from the purchaser to the Master Association a "resale assessment" at the time of transfer of title in the amount of Three Hundred and 00/100 Dollars (\$300.00).

9. Estoppel Certificate. Upon request, the Master Association shall furnish to any Owner an Estoppel Certificate setting forth whether required assessments have been paid and such other information required by Chapter 720, Florida Statutes and as may be amended from time to time. Such Estoppel Certificate shall be conclusive evidence in favor of third parties relying thereon of the payment of any assessment therein stated to have been paid.

10. Deficit Funding by Declarant. Beginning from the date of the recording of this Declaration and until transition of control to Members other than Declarant, Declarant shall not owe any operating expense or assessments for any Lot it owns, but shall be obligated to pay any operating expenses incurred that exceed the assessments receivable from other members and other income of the association.

## **ARTICLE VIII**

### **ARCHITECTURAL CONTROL**

1. Architectural Control; ARB. All Lots and Dwellings in the Property are subject to architectural review in accordance with this Article and the planning, construction and development criteria promulgated from time to time from the ARB (the "Planning Criteria") and residential design guidelines ("Residential Design Guidelines") as may be adopted and revised from time to time by the ARB. The Planning Criteria and Residential Design Guidelines shall be written and made available to all Builders in the Property and to all Owners or prospective Owners. The Planning Criteria and Residential Design Guidelines may include any matters considered appropriate by the ARB not inconsistent with this Declaration. The Planning Criteria and Residential Design Guidelines will include hurricane protection specifications for each structure or other improvement on parcels governed by the Master Association, including individual lots, and may address permitted colors and styles and must comply with applicable building codes.

No site work, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, including change in color scheme, or to any existing landscaping, shall be commenced, erected or maintained until the plans showing such details as the location, nature, size, design, workmanship,

shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes, all as applicable, have been approved in writing by the ARB.

So long as Declarant owns any Lots subject to this Declaration, Declarant shall be entitled to appoint all members of the ARB. Thereafter, the membership of the ARB shall be determined by the Board (including the right of the Board to appoint itself as the ARB). The ARB shall consist of no fewer than three (3) members, none of whom shall be required to be Owners or occupants of the Property. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires. Decisions of the ARB shall be by majority action. No member of the ARB shall be entitled to compensation for services performed, but the ARB may employ professional advisors and pay reasonable compensation to such advisors at Common Expense.

The Declarant shall have the right and power to exempt any Lot and Dwelling from, and/or modify the Planning Criteria and/or Residential Design Guidelines applied to any Lot and Dwelling in its sole and exclusive discretion during the term of ownership of that Lot by a Builder upon written request from the Builder. Any elevations and plans of any Builder approved in writing by Declarant for construction of Dwellings on Lots shall be deemed approval of the ARB for construction of Dwellings by such Builder on any Lots.

It shall be the responsibility of each Owner at the time of construction of the Dwelling on that Owner's Lot to comply with the approved construction plans for the Master Surface Water Management System on file with the District pursuant to District Regulations as they may be in effect at the time construction is commenced.

2. Approvals. Unless waived by the ARB, all plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARB should determine that a proposed improvement or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Community, such improvement or alteration shall not be made. Approval of plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARB with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARB, will render the proposed improvement or alteration inharmonious with the general development plan or the Planning Criteria. Two (2) sets of plans, specifications and plot plans shall be submitted to the ARB by the Owner prior to applying for a building permit. Submittals and re-submittals of plans shall be approved or disapproved within thirty (30) days after receipt by the ARB. Failure of the ARB to respond in writing to a submittal or re-submittal of plans within such period shall be deemed to be approval of the plans as submitted or resubmitted. The ARB approval or disapproval shall be written and shall be

accompanied by one (1) copy of the plans, etc., to be returned to the Owner. Whenever the ARB disapproves plans, the ARB shall specify the reason or reasons for such disapproval.

3. Violations. The work must be performed strictly in accordance with the plans as approved. If after plans have been approved, the improvements are altered, erected, or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARB approval.

4. Variances. The ARB may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria including without limitation restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. Such variances must be written and signed by at least two (2) members of the ARB. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with governmental requirements.

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

6. Waiver of Liability. None of Declarant, the ARB or the Master Association, or any agent or employee thereof, shall be liable to anyone submitting plans for approval or to any Owner, occupant or guest of the Property by reason of, or in connection with approval or disapproval of any plans, or for any defect in any plans submitted, revised or approved in accordance with the requirements of the ARB, or for any structural or other defect in any work done according to such plans. Approval of plans, or any other approvals, variances or consents, are given solely to protect the aesthetics of the Property in the judgment of the ARB and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with Applicable Law, ordinances, codes, rules or regulations, nor shall ARB approval be deemed approval of any plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits plans for approval agrees, by submission of such plans, and every Owner or occupant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages.

7. Enforcement. Declarant and the Master Association shall have standing and authority on behalf of the Master Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARB. Should Declarant or the Master Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' fees and legal assistants' fees and costs incurred, whether or not judicial proceedings are involved, including, but not limited to, the attorneys' fees and costs incurred pre-suit, at the trial court level, on appeal and bankruptcy from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Master Association shall have the right but not the obligation to enter upon the Owner's

property, make such corrections or modifications as are necessary, or remove anything in violation of the provisions hereof or the Planning Criteria, and charge any and all reasonable costs thereof to the Owner as an individual assessment, which costs may include, without limitation, any reasonable attorneys' fees, legal assistants' fees and costs incurred in doing so. The Master Association may levy an individual assessment for any attorney's fees and costs incurred in enforcement. Declarant and the Master Association, or their agents or employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence or intentional wrongdoing.

## **ARTICLE IX**

### **EXTERIOR MAINTENANCE**

1. **Owner's Responsibility.** Each Owner shall keep and maintain the building improvements, including Dwelling, and landscaping located on that Owner's Lot in good and presentable condition and repair consistent with the approved plans therefor, and shall otherwise keep such Lot and all improvements located thereon in neat and attractive condition. To the extent not included in the areas required to be maintained by the Master Association pursuant to Section 4 of this Article, each Owner shall, at that Owner's expense, grass over, mow and keep free of trash and debris, on a routine basis, those portions of the Master Surface Water Management System located on that Owner's Lot (whether or not included in a platted drainage easement). When required, major repairs to, and major maintenance and reconstruction of, components of the Master Surface Water Management System will be performed by the Master Association and/or any CDD created with regard to the Community, at Common Expense or by way of a CDD assessment if performed by the CDD. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted street(s) abutting the Owner's Lot. In the event that the Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot from time to time, each Owner shall be responsible for the maintenance, operation and repair of the swales on the Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. Filling, digging or excavation, construction of fences, depositing fill, debris or any other material or item, constructing or altering any water control structure or otherwise obstructing the surface water flow in any swales ditches or control structures, construction of fences, or any other construction to modify the Master Surface Water Management System facilities is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

Landscape maintenance shall include without limitation irrigation, fertilization, weeding, mowing, trimming, edging, spraying for insects and disease, pruning plantings, and periodic replacement of damaged or diseased plantings.

All sidewalks shall be constructed in accordance with the requirements of the County. Each Owner shall be responsible to maintain, repair and replace the sidewalk abutting his or her

Lot. Such maintenance, repair and replacement shall be at the sole cost and expense of the affected Owner. In the event an Owner shall fail to maintain the sidewalk abutting his or her Lot in a manner satisfactory to the Master Association, the Master Association may undertake necessary maintenance, repair or replacement of the sidewalk in accordance with the provisions of this Article. In no event shall the maintenance, repair or replacement of sidewalk be an obligation of the County.

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

2. Assessment of Costs. The reasonable costs of any work performed or services provided by or at the request of the Master Association pursuant to Section 1 hereinabove shall be assessed as an individual assessment against the Owner of the Lot upon which such work is done or services are provided and the Lot, which costs may include, without limitation, any reasonable attorneys' fees, legal assistants' fees and costs incurred in doing so. An administrative fee of fifty dollars (\$50.00) may be added to the cost of the work performed.

3. Access. In order to perform the repairs or maintenance authorized by this Article, the agents or employees of the Master Association and/or any CDD created with regard to the Community may enter upon any Lot and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time.

4. Master Association's Responsibility. The Master Association or CDD, as the case may be, shall maintain and keep in good condition and repair the Common Property and the Areas of Common Responsibility and the wall, landscaping, lighting, irrigation, sign, drainage and other improvements from time to time located thereon, including replacing any fixtures or appurtenances located in the Common Property or Areas of Common Responsibility. Unless and until dedicated

or conveyed to a governmental unit, utility company, the CDD, or the Master Association, as the case may be, shall maintain, repair and replace as needed, and pay the electrical usage charges for, the lift station and related lines and equipment servicing the Property. All tracts within the Property containing portions of the Master Surface Water Management System for the Property as approved and permitted by the District shall be maintained by the Master Association or CDD, as the case may be. The Master Association or the CDD, as the case may be, shall file with the District and the County Stormwater Office such periodic reports as may be required by the applicable permit for the Master Surface Water Management System. It is the responsibility of the Master Association or the CDD, as the case may be, to operate, maintain and repair the Master Surface Water Management System and to enforce, or to take such appropriate action as may be necessary to cure violations of, the routine maintenance and non-interference covenants of the Owners under this Declaration, and, when appropriate, to levy assessments therefor. Maintenance of the Master Surface Water Management System shall include the exercise of practices which allow the system to provide drainage, water storage, conveyance and other surface water management capabilities as permitted by the District. Any repair or reconstruction of the Master Surface Water Management System shall be as originally permitted or, if modified, as approved by the District. The Declarant shall also have the right, but not the obligation, to enforce the obligations of the Master Association or the CDD, as the case may be, as described in this Section 4. Without limiting the foregoing, if wetland mitigation monitoring is required by the Surface Water Management System permit, the Master Association or the CDD, as the case may be, shall complete the tasks required by the permit successfully, including meeting all conditions associated with mitigation maintenance and monitoring.

5. Sub-Associations. Notwithstanding anything contained herein to the contrary, the declaration of a Sub-Association ("Sub-Association Declaration") may provide for specific maintenance obligations and responsibilities of an Owner to be undertaken by the Sub-Association. To the extent any such obligations or responsibilities undertaken and/or assumed by the Sub-Association, the Master Association shall enforce such requirements against the Sub-Association and not the individual Owner.

## ARTICLE X TELECOMMUNICATIONS SERVICES

1. Right to Contract for Telecommunications Services. Declarant and/or Master 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 portion of the Community, including without limitation a bulk service agreement. Prior to the date on which all homes in the Community have been conveyed by Declarant or a Builder to other Owners (the "Community Completion Date"), all contracts entered into between a Telecommunication Provider and Master Association shall be subject to the prior written approval of Declarant, in Declarant's sole and absolute discretion. Additionally, Declarant and/or Declarant's nominees, successors, assigns, affiliates, and licensees may contract with Master Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, ordinances, and regulations. To the fullest extent allowable under applicable laws, statutes, ordinances, and regulations, any Owner who desires Telecommunications Services to be provided to its Lot shall be obligated to purchase service from the Telecommunications Provider with which the Declarant or the Master Association has entered

into a bulk service or other exclusive supply agreement for Telecommunications Services. If any agreement for Telecommunications Services entered into by Declarant or Master Association does not provide for bulk Telecommunications Services, or provides for non-exclusive Telecommunications Services, then the scope and cost for Telecommunications Services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner. Whether or not Declarant is also the Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, perpetually, all or any portion of the access fees and any other revenues derived from such Telecommunications Services within the Community as agreed, from time to time, between the Telecommunications Provider and Declarant. If and at such time as any applicable laws, statutes, ordinances, and regulations prohibit exclusive service agreements for any particular Telecommunications Service, then only the service prohibited shall be removed from the exclusivity provisions of this Article X, and any Telecommunications Services with respect to which exclusivity has not been prohibited shall continue in full force and effect.

2. Right to Grant Exclusive Marketing Rights. Declarant shall have the further right, but not the obligation, to enter into a contract or contracts with a Telecommunication Provider or Providers that grants to it or them such exclusive marketing rights for Telecommunications Services within all or any portion of the Community as may be agreed by Declarant, in its sole discretion, including without limitation, exclusive rights to market video, internet access, telephone, home automation, and security services (collectively, the "Exclusive Marketing Rights"). Any agreement for the grant of such Exclusive Marketing Rights may also contain agreements and reservations of rights by Declarant, its nominees, successors, assigns, affiliates, and licensees, for the following purposes:

a. to designate and grant licenses or use rights to representatives of any Telecommunications Provider for physical areas, spaces, or structures within the Community, from which the Telecommunication Provider or Providers shall have the exclusive right to conduct marketing programs for Telecommunications Services to Owners, including spaces within or upon one or more model homes constructed on lots sold to Builders from time to time, as well as facilities within the Common Property, such as exterior open space, kiosks, parks, or any clubhouse or community buildings, or other structures; and

b. to promote the products and services of the Telecommunications Provider holding such Exclusive Marketing Rights through the exclusive use and display, throughout the Community, including the areas and spaces described in subsection (a) above, of all such tradenames, servicemarks, logos, advertising and promotional programs as may be a part of any marketing, advertising, or promotional campaign conducted by Declarant or the Telecommunications Provider to which Declarant have granted Exclusive Marketing Rights.

c. The Master Association, and all Builders and Owners within the Community shall comply with, and shall not hinder or disturb, any agreement for Exclusive Marketing Rights between Declarant and any Telecommunication Provider selected by Declarant and will cooperate with Declarant and any such Telecommunication Provider in their performance of any such agreement. In the event Master Association defaults in performing or observing the foregoing requirements, Master Association will defend, indemnify and hold Declarant harmless against liability, loss, cost, damage or expense, including attorneys fees and costs, incurred to any

Telecommunications Provider to which Declarant may become liable by virtue of any such failure or default.

d. Easements. Declarant and, after the Community Completion Date, the Master Association reserves to itself, its nominees, successors, assigns, affiliates, and licensees, and shall have the right to grant to each Telecommunications Provider providing Telecommunications Services to all or any portion of the Community, pursuant to an agreement between Declarant or Master Association and such Telecommunications Provider, for the duration of such agreement, a perpetual right, privilege, and easement on, over, across, under, and upon the portions of the Community designated by Declarant from time to time ("Designated Areas"). Such privilege, right or easement shall be for the installation, construction and maintenance of Telecommunications Systems, together with a perpetual right, privilege, and easement for ingress and egress on, over, and across the Designated Areas of the Community for installing, constructing, inspecting, maintaining, altering, moving, improving, and replacing facilities and equipment constituting such systems. If and to the extent that Telecommunications Services provided by such Telecommunications System are to serve all of the Community, then the cost of the Telecommunications Services may be included in the costs and expenses of the Master Association and shall be assessed as part of the Assessments.

e. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Property and/or any Dwelling to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by any Telecommunications Provider to complete such restoration within ten (10) days after receiving written notice from Master Association of such failure shall vest in Master Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Property and/or Dwelling disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Master Association may restore or cause to be restored such disturbed portion of the Common Property and/or Dwelling immediately. In the event that the Master Association exercises such right of self-help, each Telecommunications Provider agrees in advance that Master Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. Such remedy of self-help is in addition to all other remedies of Master Association hereunder. All reasonable expenses incurred by Master Association in connection with such restoration shall be paid by the Telecommunications Provider within ten (10) days of delivery to Telecommunications Provider of Master Association's invoice. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the prime rate of interest published in the Wall Street Journal, (or successor publication designated by Declarant), on the date of such invoice, or (ii) the maximum rate of interest allowed by Florida law for such obligations.

f. Operating Costs. To the extent that Telecommunications Services are to be provided under a bulk service contract with Declarant or Master Association, then any charges therefor shall be added to the budget of the Master Association and shall be a portion of the annual assessment payable by the Owners of all Lots in the Community. If a bulk service contract is entered into, then the provision of additional premium Telecommunications Services to each Lot shall be determined by each individual Owner, and the cost of such additional premium

Telecommunications Services shall be borne directly by such individual Owner. Master Association and each Builder and Owner acknowledges that Declarant may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services or the Exclusive Marketing Rights, if granted. Such compensation may be paid on a per-Lot or other basis, at the sole discretion of Declarant. All such compensation shall be the sole property of Declarant, who shall have no duty to account for or to disclose the amount of any such compensation to Master Association, any Builder or Owner.

g. Survival. All rights of the Declarant and any Telecommunications Provider pursuant to this Article X shall survive Turnover and shall terminate on the date specified in any agreement between Declarant and such Telecommunications Provider, or as otherwise provided by Applicable Law on the date this Declaration is recorded in the County Official Records.

## **ARTICLE XI**

### **RESTRICTIVE COVENANTS**

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

1. Wells. No individual water supply system shall be permitted on any Lot without the approval of the ARB.

2. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, or which presents an unreasonable risk of damage to persons or property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling or the Common Property, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners. Notwithstanding the foregoing, nothing contained in the foregoing Section 2 shall restrict or prohibit reasonably necessary construction noise which occurs as a result of construction activities within the Property.

3. Animals. Birds, fish, dogs, cats, reptiles, insects and all other non-human organisms, excluding and excepting swine, poultry, and animals violating the provisions of this Section (collectively, "Animals") may be kept as pets only, as and to the extent permitted by Applicable Law. No Animals of any kind may be raised, bred or kept within the Property for commercial purposes. No more than two (2) dogs and/or cats may be kept on a Lot. Canine breeds designated as "high risk," "aggressive," or "uninsurable" (or similar terms) by any insurance standards applicable to policies maintained by the Master Association shall not be permitted within a Dwelling, or on a Lot or the Property. Permitted Animals shall be sheltered inside Dwellings. No separate or exterior shelter for Animals shall be permitted. All Animals must be kept in a fully fenced area or leashed when outside the Dwelling, and shall not be permitted to run loose. If more

restrictive than the foregoing, all applicable governmental leash or animal restraint laws shall be complied with at all times by Owners of Animals within the Property. No Animal shall be "tied out" on the exterior of a Dwelling or upon the Common Property, or left unattended in a yard or on a balcony, porch or patio. No "dog runs" or enclosures shall be permitted on any Lot. Any person having custody or control of an Animal (including both the Owner and any person walking or exercising a leased Animal) are required to clean up any feces deposited upon the Lots of other Owners or the Common Property immediately. No Animals shall be permitted to remain on the Property if they unreasonably disturb Owners, their family members, their tenants or invitees; are unlawful, dangerous, annoying, or a nuisance to Owners, and such other persons, other Animals, or wildlife on the Property. A determination by the Board of the Master Association that an Animal kept or harbored in a Dwelling is in violation of any provision of this Section 3 shall be conclusive and binding on all parties, and the Board, after notice to the Owner and a hearing, in addition to any other powers then available to the Board under this Declaration, the Rules and Regulations, or by law, may specifically cause any Animal to be removed and excluded from the Property. An Owner who receives written notice from the Board requiring removal of the Owner's Animal from the Property after notice and a hearing as aforesaid shall remove the Animal from the Property within forty-eight (48) hours after receipt of the notice, time being of the essence of such deadline. Notwithstanding the foregoing however, the Master Association shall have no duty or obligation to any Owner, their family members, tenants, or invitees to take action against or with respect to any Owner or Animal in connection with this Subsection. Each Owner of a Dwelling in which an Animal is kept or sheltered, by acceptance of a deed to a Lot within the Property, hereby agrees to defend, indemnify, and hold harmless the Master Association from and against all claims, demands, liability, expenses, costs, actions and causes of action (collectively "Claims"), arising out of or in connection with the actions of any such Animal while within Owner's Dwelling, on the Lot, or on or about the Common Property, including without limitation, attorneys' fees and costs incurred before or after suit is brought, at trial of the suit, on appeal, or in bankruptcy or reorganization proceedings under federal or state law. The foregoing obligation to indemnify shall be binding and enforceable notwithstanding any negligence of Master Association alleged to have contributed to the Claim arising from the Animal's actions.

4. Garbage and Trash. Except during the course of construction by Declarant or a Builder, no trash, garbage or other waste material or refuse shall be placed or stored on any part of the Property except in covered or sealed sanitary containers. All such sanitary containers must be stored within each Dwelling or placed within an enclosure or concealed by means of a screening wall or vegetation approved by the ARB. Only receptacles approved by the applicable collection company or utility may be placed curbside for pickup. Such receptacles must be placed for pickup not earlier than 24 hours preceding pickup, and all containers for garbage and refuse shall be returned no later 24 hours after pickup to their normal, hidden location. Except for normal temporary construction debris on any Lot during the course of construction of the Dwelling, Common Property or other improvements within the Property, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

5. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view from the street, and same may be installed only within an approved accessory building, within a screened area, or buried underground, and shall otherwise comply with standards established from time to time by the ARB or Applicable Law.

6. Parking and Prohibited Vehicles. Owners' vehicles shall only 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 the Property except on the surfaced parking area thereof. The Master Association shall have the right, but not the obligation, to promulgate Rules and Regulations regarding parking within the Property. Vehicles shall not park on the paved or concrete surfaces comprising the Common Property (if any), except in designated parking areas (designated by the Declarant or the Master Association or the District, as applicable), if any. If guest parking is provided, Owners are prohibited from parking in such guest spaces (if any) unless the Rules and Regulations or an amendment to this Declaration otherwise specifically authorize Owners to park in such guest parking spaces. EXCEPT FOR ANY ROADWAYS OWNED BY THE CDD (IF ANY), ROADWAYS WITHIN THE PROPERTY SHALL BE OWNED AND MAINTAINED BY THE COUNTY, AND SHALL NOT BE MAINTAINED OR REGULATED BY THE MASTER ASSOCIATION. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THE MASTER ASSOCIATION AND THE DECLARANT HAVE NO CONTROL WITH REGARD TO ACCESS, PARKING, AND USAGE OF SUCH ROADWAYS BY THE GENERAL PUBLIC AND/OR MEMBERS OF THE MASTER ASSOCIATION. THE COUNTY MAY HAVE ADDITIONAL ORDINANCES AND THE DISTRICT MAY HAVE ADDITIONAL RULES AND REGULATIONS WHICH MAY ALSO GOVERN THE PARKING OF VEHICLES WITHIN THE ROADWAYS AND LOTS WITHIN THE PROPERTY. THE RESPONSIBILITY FOR ENFORCEMENT OF ANY LAWS REGARDING ACCESS, PARKING, AND THE USAGE OF SUCH ROADWAYS RESTS SOLELY WITH THE APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AUTHORITY AND THE MASTER ASSOCIATION DISCLAIMS RESPONSIBILITY FOR SUCH ENFORCEMENT.

No inoperative vehicles shall be allowed to remain on the Property in excess of forty-eight (48) hours unless kept in an enclosure and not visible from the street or any other Lot. No commercial vehicles, as defined in Section 320.01(25), Florida Statutes, except those present on business (loading/unloading, service calls, etc.), shall be parked on any part of the Property except in enclosed garages or behind the Dwelling, provided the vehicle cannot be seen from any street or adjacent Lot. Other vehicles, including cars, trucks or any other motorized vehicles, and trailers that may be attached thereto, which have commercial advertising or labeling, ladders or other mounted work equipment, are used primarily for business rather than personal purposes, box trucks, flatbed trucks or other trucks of any kind without beds/boxes, vans without rear side windows beyond the front passenger windows, vehicles seating more than 12 passengers, or any vehicle with a gross weight greater than 10,000 lbs, may only be parked in the Owner's driveway or otherwise kept in an enclosure and not visible from the street or any other Lot, except those present on business (loading/unloading, service calls, etc.). No trailers, boats, campers, trucks, mobile homes, motorized recreational vehicles or motorcycles may be parked in the Property unless parked inside a garage or behind the Dwelling, provided said vehicle cannot be seen from any street or adjacent Lots. The foregoing shall not be applied to a Builder's construction vehicles or those of a Builder's subcontractors, suppliers and consultants.

7. Temporary Structures. No building or structure of a temporary or portable character such as trailers, tents, shacks or storage units shall be permitted in the Property, except as approved by the ARB, and except for temporary improvements used solely in connection with the construction of approved permanent improvements and removed immediately upon completion

of such construction. Neither Declarant nor any Builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any Builder first obtains Declarant's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted or denied by Declarant in Declarant's sole discretion. Such rights of the Declarant and Builders shall survive Turnover and shall continue for so long as the Declarant or any such Builder owns any Lots within the Property.

8. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot in a manner which is visible from the Lot's frontage or an adjacent parcel, an adjacent common area, or a community golf course; provided, however, a sign of reasonable size provided by a contractor for security services placed within ten (10) feet of any entrance to a Lot, street numbers and name signs on Lots and one sign containing not more than four (4) square feet of surface area per side (2 sides maximum) and used solely in connection with the marketing of the affected Lot for sale or lease shall be permitted. Declarant or the Master Association may enter upon any Lot and remove and destroy any sign which violates this section, without notice. This section shall not apply to Declarant, any Telecommunications Provider acting in the exercise of Exclusive Marketing Rights under an agreement with Declarant, or to any Builder doing business in the Property provided that any such Builder first obtains Declarant's written approval of any such structures or materials prior to installing same, such approval to be granted or denied by Declarant in Declarant's sole discretion. Such rights of the Declarant and Builders shall survive Turnover and shall continue for so long as the Declarant or any such Builder owns any Lots within the Property.

9. Air Conditioning Equipment. No air conditioning equipment may be visible from the street on the exterior of any Dwelling. Window or wall air conditioning units are prohibited.

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

The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to the District, Brooksville Service Office, Surface Water Regulation Manager.

No Owner of a Lot or other property within the Community may construct or maintain any building, Dwelling, or structure, or undertake or perform any activity in any portion of the Master Surface Water Management System, including, without limitation, the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the

approved District permit and recorded plat or plats of the Community, unless prior approval is received from the District's Brooksville Regulation Department. Such prohibited activities shall include, without limitation, 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 Master Surface Water Management System.

Each Owner within the Community at the time of construction of a building, Dwelling, or structure shall comply with the construction plans for the Master Surface Water Management System approved and on file with the District.

11. Exterior Electronic or Electric Devices. No Telecommunications Systems, radio, microwave or television mast, tower, pole, wire, aerial, satellite receiving stations or dish, antenna or appurtenances thereto nor any other similar exterior electronic or electric equipment, structures or devices of any kind may be installed or maintained in the Property without the prior written approval of the ARB. Notwithstanding anything herein, satellite dishes less than one (1) meter in diameter are permitted, provided, however, so long as reception is not impaired in such a way as to impair acceptable quality signal, the ARB shall have the ability to determine the location of any such satellite less than one (1) meter in diameter and such dishes shall not be visible from the front of any Lot.

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

13. Excavation. No clearing or excavation shall be made except incident to construction, maintenance or repair of an improvement; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved landscape plan.

14. Fences and Walls. Except for walls constructed by Declarant, there shall be no fence or wall permitted on any Lot unless it meets the requirements below and has been approved by the ARB as to size, material, color, location, etc. Landscape buffers may be required by the ARB on the outside of any fences and walls. All fences must comply with the requirements of the Community's Residential Design Guidelines as they may be amended from time to time. No fence or wall may be constructed in the following areas of any Lot: (i) between the street along the front of the Dwelling and a straight line being the extensions of the surface of the furthest set back portion of the front side of the Dwelling to each of the two side Lot lines; (ii) between the street facing a side of the Dwelling and a straight line being the extension of the surface of the furthest set back portion of the side of the Dwelling to the rear Lot line; or (iii) in any drainage, landscape or other easement area shown on any plat of the Property (Except a fence or wall may be installed within a drainage easement upon compliance with Section 10 above). Notwithstanding anything herein to the contrary, so long as Declarant or Builder designated by Declarant maintain any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such use.

15. Yard Accessories and Play Structures. All yard accessories, play structures, and any fixed games (excluding basketball hoops or backboards), shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures

shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located under subsection 14 above.

Basketball hoops or backboards, either permanently mounted to a Dwelling above the garage or mounted to a permanent pole, will be allowed only under the following conditions:

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

16. Use; Rentals; Tenants; Absentee Owner Occupants. Lots shall be used for single family residential purposes only. As used in this Section 16, "Lease" means any agreement for the rental, license, lease or other occupancy of a Dwelling other than by an Absentee Owner Occupant.

a. Rentals to Tenants: Owners may rent or lease Dwellings for periods of not less than six (6) months. All Leases shall be in writing. An Owner, at least seven (7) days prior to entering into a Lease, shall deliver to the Master Association written notice of intent to lease a Dwelling, together with an application fee in the amount established from time to time by the Board of Directors (which, unless modified by the Board of Directors, initially shall be fifty dollars (\$50.00)). All Leases shall contain a provision that permits the Owner to evict the Tenant for violations of the Governing Documents of the Master Association, including the Rules and Regulations and the restrictions set forth in this Declaration, and all leases shall be deemed to include such provision. The Tenant shall complete such informational form as may be required by the Master Association, and the Owner shall deliver the same to the Master Association prior to commencement of the tenancy. The Master Association shall have the right to enforce its Governing Documents, including the Rules and Regulations of the Master Association and the restrictions set forth in this Declaration, against any Tenant and the Owner, including but not limited to in furtherance of the provisions of Florida Statutes Sec. 720.305, but without any obligation to do so against Tenant, such enforcement being the sole responsibility and obligation of the Owner. All Leases must be for the entire Dwelling and individual rooms within a Dwelling may not be leased. The Master Association shall have all other rights and remedies in addition to the foregoing, cumulatively, conferred upon the Master Association by Applicable Law. Notwithstanding the foregoing, however, the Master Association assumes no responsibility, and shall not be liable, for the content of any Lease between an Owner and a Tenant with respect to a Dwelling, nor shall the Master Association be responsible or obligated for performing background investigations of any Tenant or Tenants.

The Owner agrees to remove, promptly and at the Owner's sole expense, by all available legal means, including eviction, his or her Tenant should the Tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations, the Community Standards, and any other policies adopted by the Master Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section 16, the Master Association shall have the right, but not the obligation, to evict such Tenant and the costs of the same shall be the responsibility of Owner.

b. Use by Absentee Owner Occupant: An Owner, at least seven (7) days prior to occupancy of such Owner's Dwelling by an Absentee Owner Occupant, shall truthfully complete, execute, and deliver to the Master Association such informational form as may be required by the Master Association prior to commencement of occupancy by such Absentee Owner Occupant. The Master Association shall have the right to enforce its Governing Documents, including the Rules and Regulations of the Master Association and the restrictions set forth in this Declaration, against any Absentee Owner Occupant, as well as the Absentee Owner, including but not limited to in furtherance of the provisions of Florida Statutes Sec. 720.305, but without any obligation to do so against the Absentee Owner Occupant, such enforcement being the sole responsibility and obligation of the Absentee Owner. The Master Association shall have all other rights and remedies in addition to the foregoing, cumulatively, conferred upon the Master Association by Applicable Law.

Each Absentee Owner agrees to remove, at Absentee Owner's sole expense, by legal means diligently prosecuted to completion, his or her Absentee Owner Occupant if the Absentee Owner Occupant refuses or fails to abide by and adhere to this Declaration, the Rules and Regulations, the Community Standards, and any other policies adopted by the Master Association. Notwithstanding the foregoing, should an Absentee Owner fail to perform his or her obligations under this Section, the Master Association shall have the right, but not the obligation, to remove such Absentee Owner Occupant from the Property without limiting any other rights of the Master Association under this Declaration, and the costs of the same shall be the responsibility of Absentee Owner. The Master Association assumes no responsibility, and shall not be liable, for any Absentee Owner Occupant occupying a Dwelling, nor shall the Master Association be responsible or obligated for performing background investigations of any Absentee Owner Occupant or Occupants.

17. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side street Lot line. Above ground swimming pools are not permitted.

18. Tree Removal and Landscaping. Except by Declarant or as necessary in an emergency to preserve property or prevent imminent damage in the opinion of a duly licensed arborist, trees measuring six (6) inches or more in diameter at three (3) feet or more above ground level shall not be cut or removed without the prior written consent of the ARB; provided, however, trees located within six (6) feet of the location of the Dwelling as approved by the ARB may be removed without prior approval. More restrictive arbor ordinances or environmental laws shall control in the event of conflict herewith. There shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARB has approved in writing a general, conceptual landscape

plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns except in approved landscape or retained natural areas. Unless prohibited by Applicable Law, natural vegetation shall be finished by removal of underbrush and addition of mulch. Notwithstanding the foregoing, Declarant intends to leave natural areas natural and undisturbed.

19. Pumping or Draining. The Owner of any Lot which shall not pump or drain water from any pond, creek bay head or other body of water.

20. Skateboard or Bicycle Ramps. No skateboard, skates, scooter, or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side street.

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

22. Energy-Saving Devices. The Master Association shall be empowered to adopt rules governing the type of clotheslines, solar collectors, solar heating panels and other energy-saving devices that may be permitted on any Lot and establish reasonable restrictions relating to safety, location and maintenance thereof. Clotheslines permissible pursuant to the rules of the Master Association may only be installed in a rear yard location, not visible from the street or neighboring property. This restriction and all rules promulgated pursuant hereto shall be construed so as to not conflict with, or violate the terms of Section 163.04, Florida Statutes.

23. Flags. Owners may only install flagpoles and display flags which are visible from the Lot's frontage or an adjacent parcel, an adjacent common area, or a community golf course in accordance with Section 720.304(2), Florida Statutes or as specifically approved in Planning Criteria and/or Residential Design Guidelines. Flags and banners utilized by Declarant and/or Builders authorized by Declarant shall not be subject to the restrictions in this Section.

24. Peaceable Assembly. All Common Property and recreational facilities serving the Master Association shall be available to Owners in the Master Association and their invited guests for the use intended for such Common Property and recreational facilities. The entity or entities responsible for the operation of the Common Property and recreational facilities may adopt reasonable rules and regulations pertaining to the use of such Common Property and recreational facilities. No entity or entities shall unreasonably restrict any Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in Common Property and recreational facilities.

25. Florida-Friendly Landscaping. An Owner may implement Florida-friendly landscaping as defined in Section 373.185, Florida Statutes, on his or her Lot. The Master Association may create reasonable rules and regulations relating to Florida-friendly landscaping.

26. Access Ramps. An Owner may construct an access ramp if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress under the following conditions:

a. The ramp must be as unobtrusive as possible, be designed to blend in aesthetically as practicable, and be reasonably sized to fit the intended use.

b. Plans for the ramp must be submitted in advance to the Master Association. The Master Association may make reasonable requests to modify the design to achieve architectural consistency with surrounding structures and surfaces.

## **ARTICLE XII**

### **ADDITIONAL COVENANTS AND RESTRICTIONS**

1. Sub-Associations. Sub-Associations, subordinate to the Master Association, may be organized with respect to residential subdivisions located within the Community. The Sub-Association Declaration, and the Articles of Incorporation and Bylaws of each Sub-Association (collectively, the "Sub-Association Documents") shall not violate or conflict with this Declaration or the other Governing Documents of the Master Association. For so long as Declarant maintains its Class "B" membership status, the Sub-Association Documents must be submitted to and approved by the Declarant prior to recording or filing of same, and thereafter by the Board of Directors. Unless the Sub-Association Documents are approved by Declarant or Board of Directors, as applicable, prior to their recording or filing, they shall be considered null and void and shall not be enforceable unless subsequently approved by a written consent signed by the Declarant or Board of Directors, as applicable.

2. Rights and Duties of Sub-Associations. Each Sub-Association shall: (a) abide by this Declaration; (b) enforce its declaration or other deed and use restrictions; (c) maintain common areas or other real property under its control or jurisdiction; (d) administer the affairs of the Sub-Association; (e) provide the Master Association with the names and addresses of all Owners who are members of that Sub-Association and shall notify the Master Association in writing each time there is a change in the name and/or mailing address of a member of that Sub-Association; and (f) perform such other duties as are prescribed by its governing documents or which may be assigned to it from time to time by the Declarant or Master Association.

3. Power of the Master Association over Sub-Associations. The Master Association shall receive the same notification of each meeting of the members, Board of Directors or Committees of a Sub-Association thereof required for members of the Sub-Association by the governing documents of such Sub-Association and a representative of the Master Association shall have unrestricted right to attend any such meeting (but shall not be obligated to do so).

In the event that a Sub-Association should fail or refuse to properly exercise its responsibility with respect to any matter (as determined by the Master Association, in its sole discretion) after a reasonable period of time as specified in writing by the Master Association (which such period of time, barring exigent circumstances, shall be at least thirty (30) days after the Sub-Association's receipt of such written notice from the Master Association), the Master Association may have, and may exercise, the Sub-Association's right of approval, disapproval or enforcement as to the matter. If the Sub-Association fails to comply with any requirements set forth by the Master Association after a reasonable period of time as specified in writing by the Master Association (which such period of time, barring exigent circumstances, shall be at least thirty (30) days after the Sub-Association's receipt of such written notice from the Master Association), the Master Association shall have the right to take action on behalf of the Sub-

Association and shall levy an assessment in an amount adequate to recover the Master Association's cost and expenses (including administrative, legal and accounting costs and expenses) associated with the taking of the action. The assessment shall be levied against all or any portion of the Property governed by the Sub-Association and each Lot located within that portion of the Property shall be liable for his pro rata share of the assessment. The assessment will be levied as a special assessment to be treated and collected as set forth in Article VII.

4. Owners. Except for any additional restrictions imposed by a Builder on property owned by such Builder, no Owner may impose any additional covenants or restrictions on any Lot or other part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots. The foregoing shall not prohibit a Sub-Association Board from enacting amendments to its Sub-Association Documents subject to the approval of the Declarant as provided by Section 1 of this Article.

### **ARTICLE XIII** **AMENDMENT**

The holders of at least two-thirds (2/3) of the votes in the Master Association (without regard to class) may change or amend any provision hereof either (1) by causing the Master Association to execute and record a written instrument setting forth such amendment and signed by sufficient owners, or (2) by causing a certified copy of a duly adopted resolution of the Owners to be prepared and approved by the requisite votes at a duly noticed meeting, and having the same recorded in the Public Records of the County; provided, however, that so long as Declarant is in control of the Master Association and maintains its Class "B" memberships status, (i) any such amendment shall require Declarant's written approval, which may be withheld in Declarant's sole discretion, and (ii) Declarant may initiate, adopt and make any amendment to this Declaration without the joinder or consent of any Owner or any other party, subject only to the restrictions set forth in Section 720.3075(5), Florida Statutes. Any proposed amendment may be initiated by Declarant, the Master Association, or petition signed by ten percent (10%) of the Owners. Notwithstanding the foregoing, Declarant reserves the right to amend this Declaration at any time and from time to time, with the joinder of members, to correct scrivener's errors. Notwithstanding any provision of this Article to the contrary (including the previous sentence), any amendment to this Declaration that alters the Master Surface Water Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Property, must have the prior approval of the District.

### **ARTICLE XIV** **DISTRICT RIGHTS**

1. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Master Surface Water Management System. In addition to the enforcement rights of the Declarant and the Master Association as set forth elsewhere in this Declaration, the District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Master Association and/or any CDD created with regard to the Community, as applicable, to compel the correction of any outstanding problems with the Master Surface Water Management

System which are in violation of Article XI, Section 10 hereof. In the event of termination, dissolution or final liquidation of the Master Association or the CDD, as the case may be, the responsibility for the operation and maintenance of the Master Surface Water Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3 (or comparable successor documentation), and be approved by the District prior to such termination, dissolution or liquidation.

2. Any amendment to this Declaration which alters the Master Surface Water Management System beyond maintenance in its original condition, including the surface water management portions of the Common Property, must have the prior approval of the District. This Declaration may not be amended without the prior written consent of the District if such amendment would change any of the provisions of this Declaration governing or affecting the operation, maintenance or repair of the Master Surface Water Management System for the Property.

3. The provisions of Article XV notwithstanding, in the event of termination, dissolution or final liquidation of the Master Association or the CDD, as applicable, the responsibility for the operation and maintenance of the Master Surface Water Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3 (or comparable successor documentation), and be approved by the District prior to such termination, dissolution or liquidation.

#### **ARTICLE XV** **DURATION AND TERMINATION**

This Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by Declarant, the Master Association and any Owner, and 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, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is recorded in the public records of the County.

#### **ARTICLE XVI** **APPLICABILITY OF DECLARATION AFTER DISSOLUTION**

In the event of dissolution of the Master Association, the Community and each Lot therein shall continue to be subject to the provisions of the Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Master Association as the case may be, for Assessments to the extent that Assessments are required to enable the successors or assigns of Master Association to properly maintain, operate and preserve the Common Property. The provisions of this Article only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community which had been Common Property and continue to be so used for the common use and enjoyment of the Owners.

#### **ARTICLE XVII**

## ENFORCEMENT

1. Remedies. If any person shall violate or attempt to violate this Declaration, it shall be lawful for Declarant, any Owner, or the Master Association (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate this Declaration, (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted violations, or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity. All such actions shall be filed in the State or Federal courts in the County in which Community is located. The remedies contained in this provision shall be cumulative of all other remedies now or hereafter provided by law or this Declaration. The failure of Declarant, the Master Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

2. Fines and Suspensions for Non-Monetary Violations.

a. The Master Association may levy reasonable fines of up to one hundred dollars (\$100.00) per violation, or \$100.00 per day in the event of a continuing violation, against any Member or any Member's tenant, guest, or invitee for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws, or reasonable rules of the Master Association. Fines of \$1,000.00 or more shall be secured by a lien in the same manner as an assessment.

b. The Master Association may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use Common Property and facilities for the failure of the Owner of the Lot or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Master Association Bylaws, or rules of the Master Association. This subsection does not apply to that portion of Common Property used to provide access or utility services to the Lot. Suspension does not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

3. Suspensions for Delinquencies.

a. If a Member is more than ninety (90) days delinquent in paying a monetary obligation due to the Master Association, the Master Association may suspend the rights of the Member, or the Member's tenant, guest, or invitee, to use Common Property and facilities until the monetary obligation is paid in full. This subsection does not apply to that portion of Common Property used to provide access or utility services to the parcel. Suspension does not impair the right of an Owner or tenant of a Lot to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park. The notice and hearing requirements under subsection 2 do not apply to a suspension imposed under this subsection.

b. The Master Association may suspend the voting rights of a Lot or Member for the nonpayment of any monetary obligation due to the Master Association that is more than ninety (90) days delinquent. A voting interest or consent right allocated to a Lot or Member which has been suspended by the Master Association may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action under Applicable Law, or pursuant to the Governing Documents. The notice and hearing requirements under subsection 2 do not apply to a suspension imposed under this subsection. The suspension ends upon full payment of all obligations currently due or overdue to the Master Association.

### **ARTICLE XVIII** **DECLARANT'S ADDITIONAL RIGHTS**

1. Declarant's Rights; Obligation of Cooperation by Master Association. Until such time as Declarant and any Builder have completed all of the contemplated improvements and have sold all of the Lots within the Community to third parties, the following provisions shall apply and control notwithstanding any provisions contained in this Declaration to the contrary:

a. The Master Association hereby grants the Declarant an easement, assignable by the Declarant, across all Common Property and additions to Common Property, for the construction of water, sewer, drainage, water retention, reclaimed water, irrigation, telecommunication services, gas and electric facilities; for the installation of any other utility, community system and service or facility deemed by Declarant (or Builders to the extent designated by Declarant) necessary or desirable for the development of the Properties and Common Property; and for the conduct of all construction, sales and marketing activities deemed necessary or desirable by the Declarant (or Builders to the extent designated by Declarant).

b. The Master Association grants the Declarant the right to alter the boundaries of the Common Property whether or not they have been previously deeded to the Master Association, provided that such alteration does not substantially, materially and adversely affect the function and use of the Common Property. The Master Association and each Owner hereby irrevocably appoint the Declarant or its officers as their attorney-in-fact to execute and/or deliver any document, plat, deed or other written instrument necessary or convenient to accomplish the addition of Common Property and Properties, to create easements as deemed necessary by Declarant and to adjust the boundary or boundaries of the Common Property. Such appointment shall be deemed coupled with an interest and irrevocable.

c. Neither the Master Association nor its Members, nor the use of the Common Property by the Master Association or its Members, shall interfere with the completion of the contemplated improvements or the marketing and sale by Declarant of Lots or Builders of Dwellings within the Community.

d. Declarant reserves and the Master Association grants to Declarant and Builders authorized by Declarant the right to make such use of Lots and the Common Property, as may facilitate completion and sale of Lots by the Declarant and authorized Builders. Without limiting the foregoing, Declarant and authorized Builders shall have the right to maintain a sales

office, model units, administration office and/or construction office (which may be a construction trailer or a temporary or permanent building) on Lots or on the Common Property, which, notwithstanding anything in this Declaration to the contrary, may be fenced during its ownership by Declarant and authorized Builders. Upon sale of any model home for residential use, the garage shall be restored to be used for vehicular parking and all temporary improvements such as fencing, flags and signage shall be removed. Declarant and authorized Builders further shall have the right to erect and maintain signs on Lots or on the Common Property, shall have the right to bring prospective purchasers upon the Common Property, shall have the right to use the Common Property for any sales or marketing purposes, shall have the right to grant the right of use of the Common Property to any prospects or any other individuals or group in their sole discretion and shall be entitled to conduct all other marketing activities desired and authorized by Declarant. Within thirty (30) days of the final sale of a home by a Builder(s), the Builder(s) shall remove from the Property all marketing materials including, but not limited to, banners, placards and signage.

e. Without the express prior written consent of Declarant, no amendment shall be made to the Declaration and no Rules and Regulation shall be adopted by the Master Association which shall modify the assessments or other charges on Declarant's Lots or which shall restrict, impair or in Declarant's sole judgment adversely affect Declarant's activities on the Common Property, delegation of use of the Common Property, or marketing and sale of the remaining Lots in the Community by Declarant or Builder, whether or not such activities are enumerated in the preceding paragraphs.

### **ARTICLE XIX** **DECLARATION OF COVENANTS, SURVIVAL AFTER TAX** **DEED OR FORECLOSURE**

All provisions of this Declaration shall survive and be enforceable after the issuance of a tax deed or master's deed, or upon the foreclosure of an assessment, a certificate or lien, a tax deed, tax certificate, or tax lien as to each Lot, to the same extent that they would be enforceable against a voluntary grantee of title to the Lot immediately before the delivery of the tax deed or master's deed or immediately before the foreclosure.

### **ARTICLE XX** **MISCELLANEOUS**

1. Severability. The invalidation of any provision or provisions of the covenants and restrictions set forth herein by judgment or court order shall not affect or modify any of the other provisions of said covenants and restrictions, which other provisions shall remain in full force and effect.

2. Dispute Resolution. All disputes involving this Declaration shall be resolved as provided in Florida Statutes, Section 720.311, as it now exists and as amended from time to time.

3. Notices. All notices shall be in writing. Unless required otherwise by Applicable Law, any notice sent to an Owner shall be deemed to have been properly sent when hand delivered or when mailed, postage paid, to the last known address of the person who appears as Owner on the records of the Master Association at the time of such mailing. Notices may be sent by like

method to Declarant at the address set forth in the preamble to this Declaration, and by like method to the Master Association at its address last registered with the Office of the Secretary of State, State of Florida.

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

WITNESSES:

*Courtney Mattern*  
Witness #1

Courtney Mattern  
Printed Name 2502 N. ROCKY PT. DR.  
ST. 1000, TAMPA, FL 33607

*[Signature]*  
Witness #2

KIERAN COLLEN  
Printed Name 2502 N. ROCKY PT. DR.  
ST 1000, TAMPA, FL 33607

DECLARANT:

**Hawk Normandy, LLC**, a Delaware limited liability company

*[Signature]*  
By: John M. Ryan  
Title: Manager

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 2 day of August, 2024, by John M. Ryan, as Manager of Hawk Normandy, LLC, a Delaware limited liability company, ☒ who is personally known to me or ☐ who has produced \_\_\_\_\_ as identification.

*Brittany Crutchfield*  
Notary Public, State of Florida  
Printed name: Brittany Crutchfield  
My Commission Expires: 06-15-2028



BRITTANY CRUTCHFIELD  
Commission # HH 513171  
Expires June 15, 2028

EXHIBIT "A"

PROPERTY

**MARK E. HARDENBROOK P.S.M.****Professional Surveyor and Mapper**

Fla. Cert. No. 5500

Member Florida Land Surveyors Council

(352) - 473 - 8523 (904) - 964 - 5777 (904) - 282 - 3136

**1656 NE 161<sup>st</sup> Street - Starke, Florida 32091**

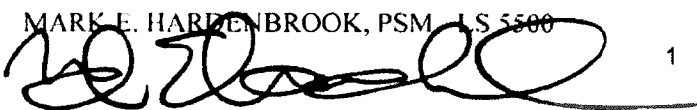
December 13, 2021

Job No. H-21-062\_CDD\_PARCEL WEST

**DESCRIPTION OF LANDS: (TAX PARCEL No: 001256-0015)**

A Tract of land situated in Portions of Sections 27, 34 and 35, Township 3 South, Range 23 East, as shown on Plat of "Maxville Farms" recorded in Plat Book 3 on page 94 of the Public Records of Duval County, Florida; Said Tract being more particularly described as follows: Commence at an Iron Pipe at the 1/4 Section Corner on the North line of Section 34 (said corner being in the centerline of County Road No. 217) and run S 00 deg 07 min 55 sec E, along said centerline, 1342.05 feet to a point on a westerly prolongation of the South of Farm Lot 4 of said Section 34; thence run S 88 deg 45 min 33 sec E, along said prolongation and the South line of said Farm Lot 4, a distance of 40.01 feet to a concrete monument on the Easterly right of way line of said County Road No. 217; thence run N 00 deg 07 min 55 sec W, along said right of way line, 656.20 feet to an Iron Pipe at the northwest corner lands described in Official Records Book 18637 on Page 2337 (Formerly Official Records Book 17537, Page 225) of the public records of said county and the Point of Beginning; thence continue N 00 deg 07 min 55 sec W, along said right of way, 584.39 feet to an Iron Pipe and a point of curve; thence run northeasterly along said right of way line with a curve concave southeasterly, said curve having a radius of 50.0 feet, an arc length of 79.86 feet and a chord bearing and distance of N 45 deg 37 min 29 sec E, 71.64 feet to an Iron Rod; thence run N 01 deg 38 min 39 sec W, along said right of way line, 50.0 feet to an Iron Rod on the South line of Section 27; thence run S 88 deg 37 min 06 sec E, along said South line, 645.89 feet to an Iron Rod lying 76.0 feet as measured perpendicular to the west line of Farm Lot 30 of said Section 27 as shown on said Plat; thence leave said south line and run N 00 deg 20 min 41 sec E, parallel with said west line, 1113.14 feet to an Iron Rod on the southerly right of way of Normandy Boulevard (also known as State Road 228); thence run N 80 deg 23 min 47 sec E, along said right of way line, 589.36 feet to an Iron Pipe on the east line of said Farm Lot 30; thence leave said right of way line and run S 00 deg 11 min 26 sec W, along said east line and a southerly prolongation thereof, 1225.53 feet to the south line of said Section 27; thence run S 88 deg 37 min 06 sec E, along said south line, 1319.80 feet Iron Pipe at the southeast corner of said Section 27 and the Northeast corner of said Section 34; thence run S 00 deg 08 min 46 sec E, along the line common the said Section 34 and Section 35, a distance of 662.12 feet to an Iron Rod; thence run S 73 deg 52 min 59 sec E, 2462.62 feet to an Iron Rod on the Westerly line of a 330' Florida Power and Light Company Right of Way for Power Transmission as described in Official Records Book 4114, Page 294 and Official Records Book 5620, page 582 of the public records of said County; thence run S 16 deg 07 min 01 sec W, along said westerly right of way line, 1153.68 feet to an Iron Rod on a 50' Right of Way for Peoples Gas System as recorded in Official Records Book 9599, page 1735 of the public records of said County; thence run N 73 deg 52 min 59 sec W, along right of way line, 50.0 feet to an Iron Rod; thence run S 16 deg 07 min 01 sec W, along said 50.0' right of way line, 1638.44 feet to a concrete monument on the south line of Farm Lot 22 of said Section 35; thence run N 89 deg 43 min 01 sec W, along the South line of said Farm Lot 22, along the South line of Farm Lots 23 and 24 of said Section 35 and a westerly prolongation of the South line of said Farm Lot 24, a distance of 1534.19 feet to a concrete monument on the West line of said Section 35; thence run N 00 deg 08 min 46 sec W, along said West line and along the East line of Section 34, a distance of 2671.12 feet to a concrete monument on a Easterly prolongation of the South line of Farm Lot 1 of said Section 34; thence run N 88 deg 45 min 33 sec W, along said prolongation and along the South line of Farm Lots 1, 2, and 3, a distance of 1943.57 to an Iron Rod at the southeast corner of lands described in Official Records Book 19425 on Page 370 and currently described in Official Records Book 19672 on Page 200 of said public records; thence run N 00 deg 07 min 56 sec W, along the east line of aforesaid lands and the east line of lands described in Official Records Book 17530 on Page 2006: Official Records Book 19672 on Page 204 and Official Records Book 18637 on Page 2337 (Formerly Official Records Book 17537, Page 225) of said public records a distance of 671.92 feet to an Iron Rod at the northeast corner of the last aforesaid lands; thence run S 89 deg 52 min 05 sec W, along the north lands of aforesaid lands, 656.0 feet to an Iron Rod on the easterly right of way line of County Road 217 and the Point of Beginning

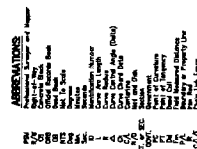
MARK E. HARDENBROOK, PSM - LS 5500



1



OF CDD PARCEL WEST  
LANDS IN SECTION'S 27, 34 & 35, TOWNSHIP 3 SOUTH, RANGE 23 EAST;  
OF  
" MAXVILLE FARMS " AS PER PLAT BOOK 3 -- PAGE 94 OF THE PUBLIC RECORDS OF  
DUVAL COUNTY, FLORIDA.

[illegible]

DATE: \_\_\_\_\_  
BY: Mark L. Hardin  
MARK L. HARDIN  
LUBBERS' SIGNATURE

**MARK E. HARDENBROOK**  
PROFESSIONAL SURVEYOR AND MAPPER  
Florida Certificate L.S. 5500  
1856 NE 181st Street  
Starkville, Florida 32091  
E-Mail = MEH1500@attglobal.com  
PHONE: (352)-473-8523 & (904)-964-5777

UOB No H-21-062\_CDO\_w/21  
T BFF H-06-032-W-27

**MARK E. HARDENBROOK P.S.M.**  
**Professional Surveyor and Mapper**  
 Fla. Cert. No. 5500  
 Member Florida Land Surveyors Council  
 (352) - 473 - 8523 (904) - 964 - 5777 (352) - 282 - 3136  
 1656 NE 161st Street - Starke, Florida 32091

Job No. H-21-062\_CDD PARCEL EAST-3

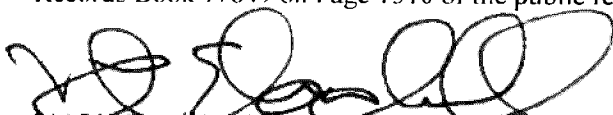
**DESCRIPTION OF LANDS: (TAX PARCEL No: 001131-3105)**

A Tract of land situated in Portions of Farm Lots 17,18,19,29,30,31 and 32 of Section 26, Township 3 South, Range 23 East; In Portions of Farm Lots 3 and 4 of Section 35, Township 3 South, Range 23 East, as shown on Plat of "Maxville Farms" recorded in Plat Book 3 on page 94 of the Public Records of Duval County, Florida Said Portions Lying South of Normandy Boulevard (State Road 228) and East of Lands Described in Official Records Book 9599, Page 1735 of said public records and being more particularly described as follows:

Commence at the Northeast corner of Section 35 and run S 89 deg 54 min 37 sec W, along the North line of said Section 35, a distance of 30.0 feet to a concrete monument on the West right of way line of McClellan Road, a county right of way and the Point of Beginning; thence continue S 89 deg 54 min 37 sec W, along said North line, 1296.43 feet to a concrete monument; thence run S 00 deg 07 min 57 sec E, 30.0 feet to an Iron Rod on the South line of the North 15.0 feet of Farm Lot 3 and 4 of said Section 35; thence run S 89 deg 54 min 37 sec W, along said south line, 814.02 feet to an Iron Rod on the Easterly line of a 50 foot Right of Way to People's Gas System as described in Official Records Book 9599 on Page 1735 of said public records; thence run N 16 deg 07 min 01 sec E, along said easterly line, 1752.54 feet to an Iron Rod at the southwesterly corner of lands described in Official Records Book 17849 on Page 1510 of said public records; thence run in a general northeasterly direction along the easterly line of said lands with the following courses and distances; S 73 deg 52 min 59 sec E, 100.0 feet; N 16 deg 07 min 01 sec E, 315.0 feet; N 80 deg 22 min 43 sec E, 104.52 feet; N 16 deg 07 min 01 sec E, 210.0 feet to an Iron Rod on the southerly right of way line of said Normandy Boulevard; thence run N 80 deg 23 min 47 sec E, along said southerly right of way line, 1289.13 feet to an intersection with the west right of way line of McClellan Road, (a county right of way); thence run S 00 deg 11 min 35 sec E, along said right of way line, 2359.51 feet to the Point of Beginning

Said Tract containing 90.08 acres more or less

SUBJECT TO: An Easement to Peoples Gas System as Described in Official Records Book 13776 on Page 1206 across the westerly 50 feet of the above described lands; Lying southerly of the lands described in Official Records Book 17849 on Page 1510 of the public records of Duval County, Florida

  
 MARK E. HARDENBROOK, PSM - LS 5500

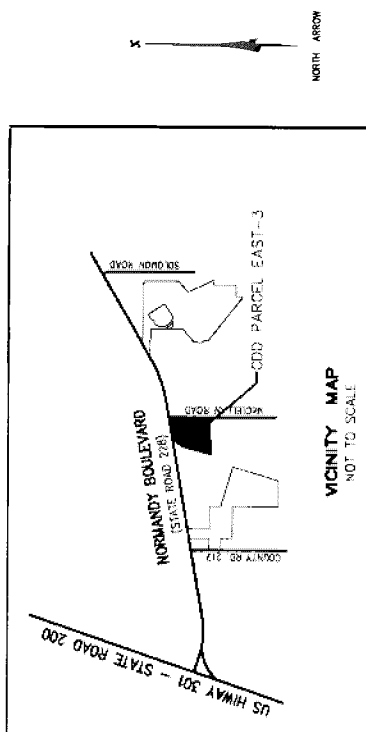


25  
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| DESCRIPTION                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | SKETCH |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------|
| <p>1. <b>Preparation of the Solution:</b></p> <p>1.1. <b>Stock Solution:</b> Weigh 1.000 g of the sample and dissolve it in 100 mL of distilled water in a volumetric flask. This gives a concentration of 10.00 mg/mL.</p> <p>1.2. <b>Standard Solution:</b> Weigh 0.1000 g of the sample and dissolve it in 100 mL of distilled water in a volumetric flask. This gives a concentration of 1.000 mg/mL.</p> <p>1.3. <b>Unknown Solution:</b> Weigh 0.2000 g of the sample and dissolve it in 100 mL of distilled water in a volumetric flask. This gives a concentration of 2.000 mg/mL.</p>                                               |        |
| <p>2. <b>Measurement of the Absorbance:</b></p> <p>2.1. <b>Blank Solution:</b> Measure the absorbance of a blank solution (distilled water) at the wavelength of maximum absorption. This value is used as a baseline.</p> <p>2.2. <b>Standard Solution:</b> Measure the absorbance of the standard solution at the wavelength of maximum absorption. This value is used to determine the concentration of the unknown solution.</p> <p>2.3. <b>Unknown Solution:</b> Measure the absorbance of the unknown solution at the wavelength of maximum absorption. This value is used to determine the concentration of the unknown solution.</p> |        |
| <p>3. <b>Calculation of the Concentration:</b></p> <p>3.1. <b>Standard Solution:</b> The concentration of the standard solution is 1.000 mg/mL. The absorbance of the standard solution is 0.450. The concentration of the unknown solution is 2.000 mg/mL. The absorbance of the unknown solution is 0.900.</p> <p>3.2. <b>Unknown Solution:</b> The concentration of the unknown solution is 2.000 mg/mL. The absorbance of the unknown solution is 0.900. The concentration of the standard solution is 1.000 mg/mL. The absorbance of the standard solution is 0.450.</p>                                                                |        |

OF CDD PARCEL EAST-3

N SECTIONS 25 & 36, TOWNSHIP 3 SOUTH, RANGE 23 EAST;  
OF " MAXVILLE FARMS " AS PER PLAT BOOK 3 - PAGE 94  
OF THE PUBLIC RECORDS OF  
DUVAL COUNTY, FLORIDA.



## DESCRIPTION OF CDD PARCEL EAST-3

GOOD PARCEL WEST-3, (TAX PARCEL No. 00131-3105)  
A tract of land situated in Portions of Farm Lots 17,18,19,29,30,31 and 32 of Section 26, Township 3 South, Range 23 East, in Portions of Farm Lots 3 and 4 of Section 35, Township 3 South, Range 23 East, as shown on Plot of "Maxville Farms" recorded in Official Record Book 9599, and east of the Public Records of Duval County, Florida Said Portions lying South of Normandy Boulevard (State Road 228) and east of the Lands described in Official Records Book 9599, Page 1735 of said public records and being more

[illegible]

**SUBJECT TO:** An Easement to Peoples Gas System as Described in Official Records Book 13776 on Page 1206 across the westerly 50 feet of the above described lands, lying southerly of the lands described in Official Records Book 17849 on Page 1510 of the public records of Duval County, Florida.

SUBJECT TO:

Subject: 19:  
 Man Easement to Peoples Gas System as Described in Official Records Book 13776 on Page 1206 across the westerly 50 feet of the above described lands, Lying southerly of the lands described in Official Records Book 17849 on Page 1510 of the public records of Duval County, Florida.

| 3.14 | Abbreviations                 |
|------|-------------------------------|
| 1    | Performance Surveys and Major |
| 2    | Right-of-Way                  |
| 3    | Right-of-Way                  |
| 4    | Right-of-Way                  |
| 5    | Right-of-Way                  |
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| 99   | Right-of-Way                  |
| 100  | Right-of-Way                  |

## SURVEYOR'S NOTES:

[illegible]

Road No. 7 - Genevieve Road" Shown As per Resolution Dated, August 20, 1930, Legal Status Not Known

Scale 1 inch = 200 Feet

GRAPHIC SCALE IN FEET

0 50 100 200 Feet

By Yael Z. Vago Date: September 13, 2021

**MARK E. HARDENBROOK**  
PROFESSIONAL SURVEYOR  
Florida Certificate LS 5500  
1656 NE 161st STREET  
STARKE, FLORIDA 32091

Job No H-21-082-COD\_WEST-J

5777

# SKETCH & DESCRIPTION – NOT A BOUNDARY SURVEY EXHIBIT "A"

## LEGAL DESCRIPTION—CDD PARCEL:

A TRACT OF LAND BEING IN SECTION 25 AND 36, TOWNSHIP 3 SOUTH, RANGE 23 EAST AND SECTION 30 AND 31, TOWNSHIP 3 SOUTH, RANGE 24 EAST BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31—3S—24E & SW CORNER OF SECTION 30—3S—24E, THENCE SOUTH 01°12'09" WEST ALONG THE WEST LINE OF SAID SECTION 31, A DISTANCE OF 223.22 FEET TO THE NORTHERLY LINE OF A 305' FLORIDA POWER & LIGHT RIGHT OF WAY FOR POWER TRANSMISSION AS RECORDED IN OFFICIAL RECORDS BOOK 5780 ON PAGE 215 OF THE PUBLIC RECORDS OF DUVAL COUNTY, SAID POINT ALSO BEING THE POINT OF BEGINNING; THENCE NORTH 52°13'07" WEST ALONG SAID NORTHERLY RIGHT OF WAY LINE, A DISTANCE OF 906.33 FEET TO THE SOUTHEAST CORNER OF WINCHESTER RIDGE PHASE 1A, PLAT BOOK 63, PAGE 139, OF THE PUBLIC RECORDS OF DUVAL COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY OF SAID WINCHESTER RIDGE PHASE 1A THE FOLLOWING FIVE (5) COURSES: (1) NORTH 37°54'07" EAST, A DISTANCE OF 110.03 FEET; (2) NORTH 22°52'24" WEST, A DISTANCE OF 367.48 FEET; (3) NORTH 12°33'29" EAST, A DISTANCE OF 415.52 FEET; (4) NORTH 48°10'04" EAST, A DISTANCE OF 962.68 FEET; (5) NORTH 00°22'58" EAST, A DISTANCE OF 1,883.77 FEET TO THE NORTHEAST CORNER OF SAID WINCHESTER RIDGE PHASE 1A; THENCE NORTH 89°15'28" WEST ALONG THE NORTHERLY BOUNDARY OF SAID WINCHESTER RIDGE PHASE 1A, A DISTANCE OF 1,666.36 FEET TO THE EASTERLY RIGHT OF WAY OF NORMANDY BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT OF WAY THE FOLLOWING TWO (2) COURSES: (1) NORTH 60°22'51" EAST, A DISTANCE OF 1,160.59 FEET; (2) NORTH 60°23'11" EAST, A DISTANCE OF 62.59 FEET; THENCE SOUTH 00°28'48" WEST, A DISTANCE OF 154.01 FEET; THENCE SOUTH 89°29'10" EAST, A DISTANCE OF 658.10 FEET; THENCE SOUTH 89°51'03" EAST, A DISTANCE OF 2,632.40 FEET; THENCE SOUTH 00°56'49" WEST, A DISTANCE OF 50.37 FEET; THENCE NORTH 89°03'56" EAST, A DISTANCE OF 165.89 FEET; THENCE SOUTH 00°44'10" WEST, A DISTANCE OF 2,044.02 FEET; THENCE SOUTH 50°15'33" WEST, A DISTANCE OF 874.21 FEET; THENCE SOUTH 26°16'54" EAST, A DISTANCE OF 1,641.50 FEET; THENCE SOUTH 89°29'13" WEST, A DISTANCE OF 260.96 FEET; THENCE SOUTH 00°55'50" WEST, A DISTANCE OF 1,324.28 FEET; THENCE SOUTH 89°24'54" WEST, A DISTANCE OF 663.12 FEET; THENCE SOUTH 01°06'01" WEST, A DISTANCE OF 433.11 FEET TO THE NORTHERLY LINE OF A 305' FLORIDA POWER & LIGHT RIGHT OF WAY FOR POWER TRANSMISSION; THENCE NORTH 52°10'52" WEST ALONG SAID NORTHERLY RIGHT OF WAY, A DISTANCE OF 2,474.16 FEET; TO THE POINT OF BEGINNING.

CONTINUED ON SHEET 2

## Legend:

|     |                                  |
|-----|----------------------------------|
| CDD | COMMUNITY DEVELOPMENT DISTRICT   |
| LB  | LICENSED BUSINESS                |
| LLC | LIMITED LIABILITY COMPANY        |
| No. | NUMBER                           |
| ORB | OFFICIAL RECORD BOOK             |
| PB  | PLAT BOOK                        |
| POB | POINT OF BEGINNING               |
| POC | POINT OF COMMENCEMENT            |
| PG  | PAGE                             |
| PSM | PROFESSIONAL SURVEYOR AND MAPPER |
| R/W | RIGHT OF WAY                     |

## BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE GRID BASED ON THE FLORIDA EAST TRANSVERSE MERCATOR STATE PLANE COORDINATE SYSTEM NAD83 DATUM (2011 ADJUSTMENT). THE EAST BOUNDARY OF WINCHESTER RIDGE PHASE 1-A, PLAT BOOK 63, PAGE 139, DUVAL COUNTY, FLORIDA, HAVING A GRID BEARING OF N 00°22'58" E.

Harry B. Rogers III, PSM                      Date  
Florida Professional Surveyor & Mapper No. 6418  
for Hamilton Engineering and Surveying, Inc.  
Certificate of Authorization No. LB8405

INFORMATION NOT COMPLETE  
WITHOUT ALL SHEETS

Not valid without the signature and the original raised seal of a Florida Professional Surveyor & Mapper



**HAMILTON**  
ENGINEERING & SURVEYING, LLC

3409 W LEMON ST      LB #6408      OA #6474      775 WARNER LAKE  
TAMPA, FL 33609      www.HamiltonEngineering.US      ORLANDO, FL 32803  
TEL: 813.250.3535      TEL: 407.302.0629

NORMANDY EAST 1  
CDD PARCEL

SEC TWP RGE

25-36/3/23

30/31/03-24

JOB NUMBER

04168.0001

SCALE

AS SHOWN

DATE

03/08/2023

SHEET

1/5

# SKETCH & DESCRIPTION – NOT A BOUNDARY SURVEY EXHIBIT "A"

CONTINUED FROM SHEET 1

LESS AND EXCEPT

LAGOON PARCEL

COMMENCE AT THE NORTHEAST CORNER OF WINCHESTER RIDGE PHASE 1—A PLAT BOOK 63, PAGE 139, DUVAL COUNTY, FLORIDA, SAID POINT BEING ON THE WEST LINE OF SECTION 30; THENCE NORTH 00°22'58" EAST ALONG SAID WEST LINE OF SECTION 30, A DISTANCE OF 54.79 FEET; THENCE SOUTH 89°15'28" EAST, A DISTANCE OF 788.13 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 38°12'26" EAST, A DISTANCE OF 110.52 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 465.00 FEET AND A CHORD WHICH BEARS NORTH 69°08'32" EAST AND A DISTANCE OF 371.17 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 381.80 FEET; THENCE SOUTH 87°20'07" EAST, A DISTANCE OF 266.30 FEET; THENCE SOUTH 69°45'56" EAST, A DISTANCE OF 45.92 FEET; THENCE SOUTH 02°34'40" EAST, A DISTANCE OF 93.69 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,425.00 FEET AND A CHORD WHICH BEARS SOUTH 01°51'33" WEST AND A DISTANCE OF 540.19 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 543.48 FEET; THENCE NORTH 80°56'00" EAST, A DISTANCE OF 110.00 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE EASTERLY, HAVING A RADIUS OF 1,317.68 FEET AND A CHORD WHICH BEARS SOUTH 22°11'33" EAST AND A DISTANCE OF 598.28 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 603.54 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS SOUTH 10°42'57" WEST AND A DISTANCE OF 35.36 FEET; THENCE ALONG SAID CURVE TO THE RIGHT A DISTANCE OF 39.27 FEET; THENCE SOUTH 55°42'57" WEST, A DISTANCE OF 180.99 FEET; TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 420.00 FEET AND A CHORD WHICH BEARS SOUTH 36°30'30" WEST, A DISTANCE 276.35 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT, A DISTANCE OF 281.60 FEET; THENCE NORTH 73°05'12" WEST, A DISTANCE OF 353.72 FEET; TO A POINT OF CURVATURE OF A NON TANGENT CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 1,150.00 FEET AND A CHORD WHICH BEARS NORTH 19°30'12" WEST AND A DISTANCE OF 1,365.40 FEET; THENCE ALONG SAID CURVE TO THE LEFT A DISTANCE OF 1,461.85 FEET; TO A POINT OF REVERSE CURVATURE OF A CURVE HAVING A RADIUS OF 25.00 FEET AND A CHORD WHICH BEARS NORTH 10°18'03" WEST, AND A DISTANCE OF 35.74 FEET; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT, A DISTANCE OF 39.81 FEET; TO A POINT OF COMPOUND CURVATURE, HAVING A RADIUS OF 575.00 FEET AND A CHORD WHICH BEARS NORTH 41°03'40" EAST A DISTANCE OF 115.08 FEET; THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 115.27 FEET; TO THE POINT OF BEGINNING.

CONTAINING 14,827,020.50 SQUARE FEET OR 340.38 ACRES, MORE OR LESS.

INFORMATION NOT COMPLETE  
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**HAMILTON**  
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TEL: 813.250.3535

 LB #6408 CA #6474  
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 775 WARNER LANE  
ORLANDO, FL 32803  
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 NORMANDY EAST 1  
CDD PARCEL

SEC TWP RGE

25-36/3/23

30/31/03-24

JOB NUMBER

04168.0001

SCALE

AS SHOWN

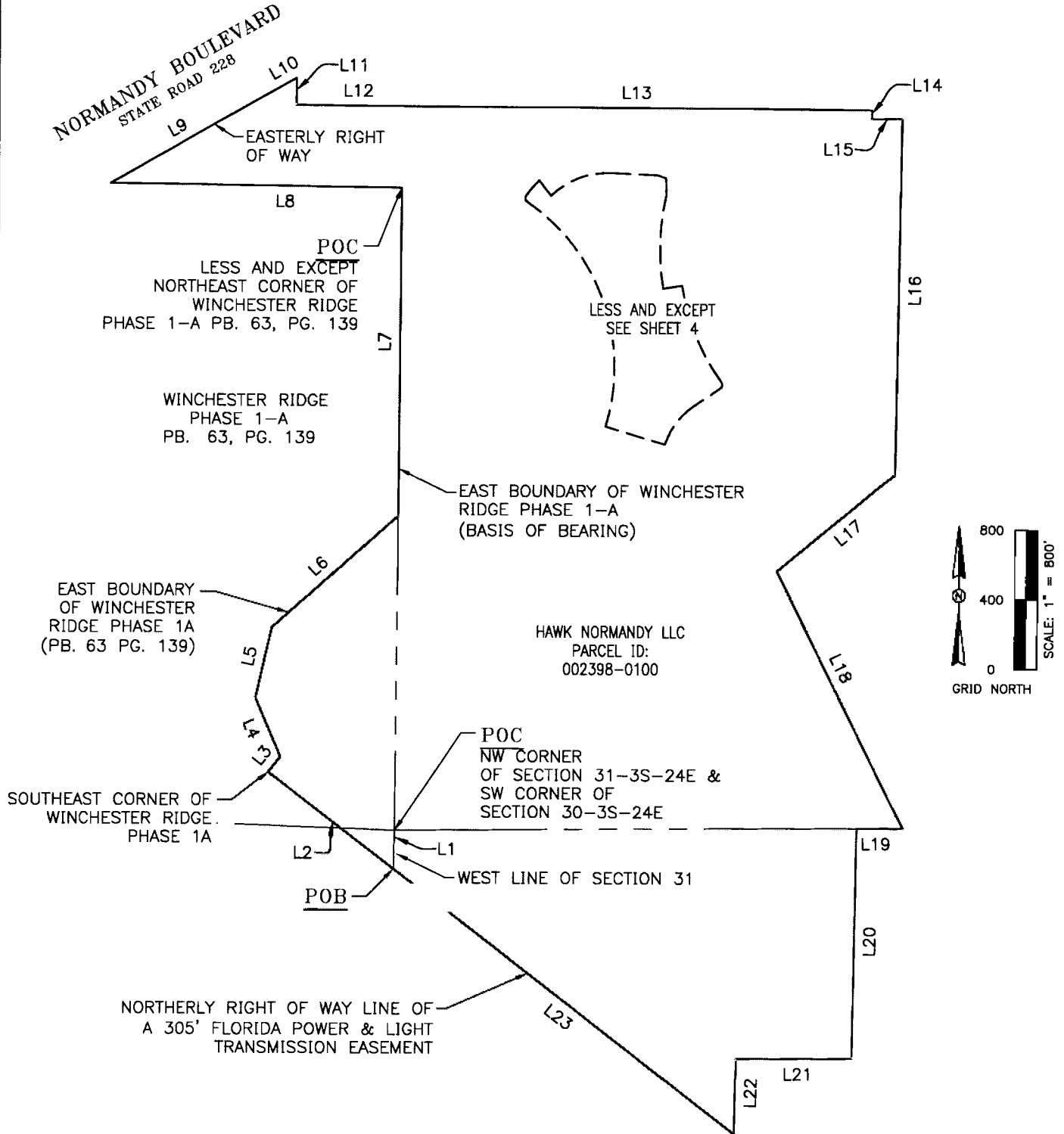
DATE

03/08/2023

SHEET

2/5

# SKETCH & DESCRIPTION – NOT A BOUNDARY SURVEY EXHIBIT "A"



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NORMANDY EAST 1  
CDD PARCEL

SEC TWP RGE  
25-36/3/23  
30/31/03-24

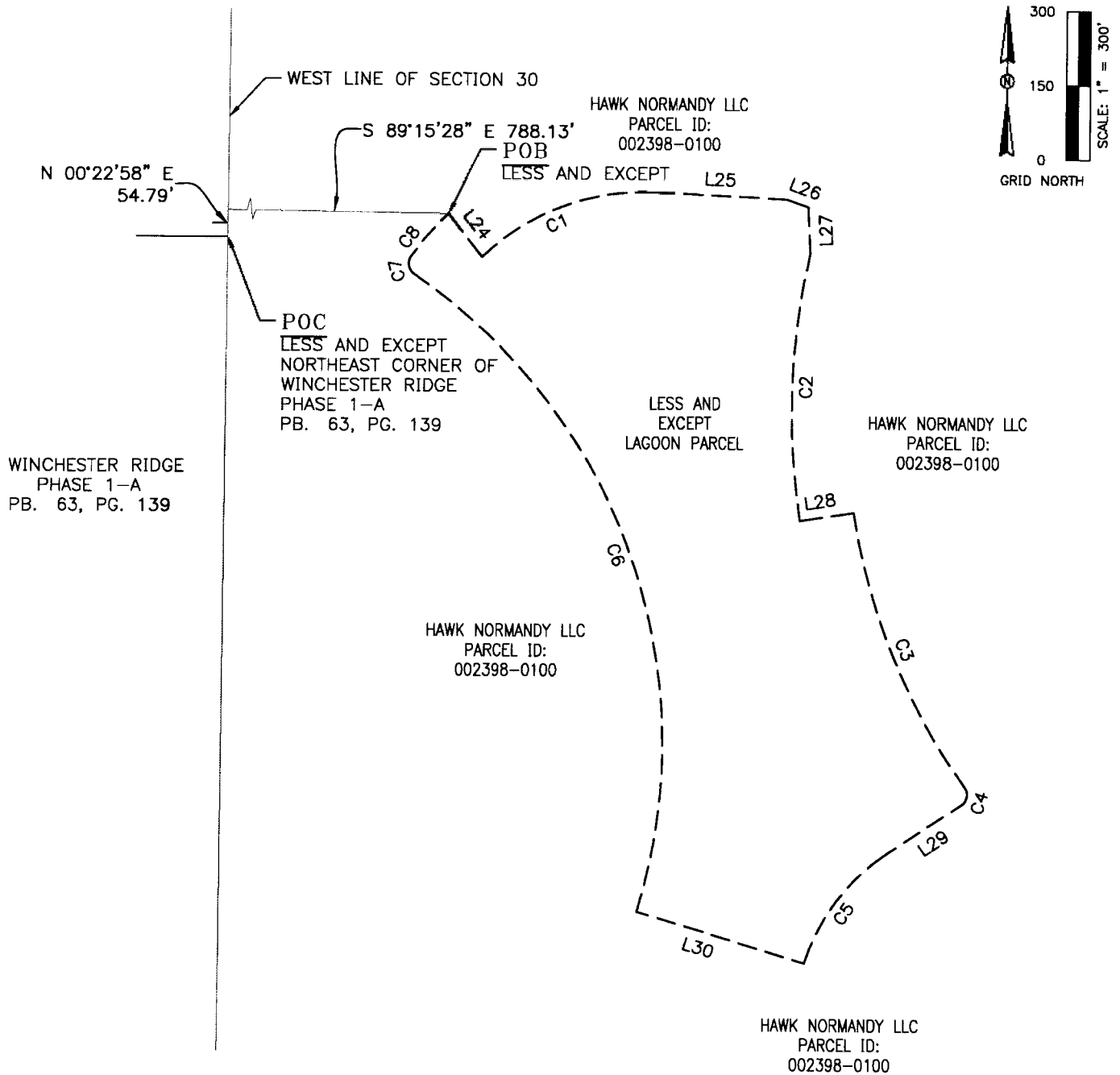
JOB NUMBER  
04168.0001

SCALE  
AS SHOWN

DATE  
03/08/2023

SHEET  
3/5

# SKETCH & DESCRIPTION – NOT A BOUNDARY SURVEY EXHIBIT "A"



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SEC TWP RGE  
25-36/3/23  
30/31/03-24

NORMANDY EAST 1  
CDD PARCEL

JOB NUMBER  
04168.0001

SCALE  
AS SHOWN

DATE  
03/08/2023

SHEET  
4/5

# SKETCH & DESCRIPTION – NOT A BOUNDARY SURVEY EXHIBIT "A"

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE#      | DIRECTION     | LENGTH   |
| L1         | S 01°12'09" W | 223.22'  |
| L2         | N 52°13'07" W | 906.33'  |
| L3         | N 37°54'07" E | 110.03'  |
| L4         | N 22°52'24" W | 367.48'  |
| L5         | N 12°33'29" E | 415.52'  |
| L6         | N 48°10'04" E | 962.68'  |
| L7         | N 00°22'58" E | 1883.77' |
| L8         | N 89°15'28" W | 1666.36' |
| L9         | N 60°22'51" E | 1160.59' |
| L10        | N 60°23'11" E | 62.59'   |
| L11        | S 00°28'48" W | 154.01'  |
| L12        | S 89°29'10" E | 658.10'  |
| L13        | S 89°51'03" E | 2632.40' |
| L14        | S 00°56'49" W | 50.37'   |
| L15        | N 89°03'56" E | 165.89'  |

| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE#      | DIRECTION     | LENGTH   |
| L16        | S 00°44'10" W | 2044.02' |
| L17        | S 50°15'33" W | 874.21'  |
| L18        | S 26°16'54" E | 1641.50' |
| L19        | S 89°29'13" W | 260.96'  |
| L20        | S 00°55'50" W | 1324.28' |
| L21        | S 89°24'54" W | 663.12'  |
| L22        | S 01°06'01" W | 433.11'  |
| L23        | N 52°10'52" W | 2474.16' |
| L24        | S 38°12'26" E | 110.52'  |
| L25        | S 87°20'07" E | 266.30'  |
| L26        | S 69°45'56" E | 45.92'   |
| L27        | S 02°34'40" E | 93.69'   |
| L28        | N 80°56'00" E | 110.00'  |
| L29        | S 55°42'57" W | 180.99'  |
| L30        | N 73°05'12" W | 353.72'  |

| CURVE TABLE |          |               |              |            |           |
|-------------|----------|---------------|--------------|------------|-----------|
| CURVE#      | RADIUS   | CHORD BEARING | CHORD LENGTH | ARC LENGTH | DELTA     |
| C1          | 465.00'  | N 69°08'32" E | 371.17'      | 381.80'    | 47°02'41" |
| C2          | 1425.00' | S 01°51'33" W | 540.19'      | 543.48'    | 21°51'07" |
| C3          | 1317.68' | S 22°11'33" E | 598.28'      | 603.54'    | 26°14'36" |
| C4          | 25.00'   | S 10°42'57" W | 35.36'       | 39.27'     | 90°00'00" |
| C5          | 420.00'  | S 36°30'30" W | 276.35'      | 281.60'    | 38°24'54" |
| C6          | 1150.00' | N 19°30'12" W | 1365.40'     | 1461.85'   | 72°49'59" |
| C7          | 25.00'   | N 10°18'03" W | 35.74'       | 39.81'     | 91°14'16" |
| C8          | 575.00'  | N 41°03'40" E | 115.08'      | 115.27'    | 11°29'11" |

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NORMANDY EAST 1  
CDD PARCEL

JOB NUMBER  
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DATE  
03/08/2023

SHEET  
5/5

EXHIBIT "B"

ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION  
OF  
NORMANDY MASTER HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Florida Statutes, Chapter 617 and 720, the undersigned incorporator has executed, adopted and caused to be delivered for filing these Articles of Incorporation for the purpose of forming a corporation not for profit and does hereby certify:

**ARTICLE I  
NAME OF CORPORATION**

The name of the corporation is Normandy Master Homeowners Association, Inc. (hereinafter called the "Master Association").

**ARTICLE II  
PRINCIPAL OFFICE OF THE MASTER ASSOCIATION**

The initial principal place of business and the mailing address of the Master Association is 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

**ARTICLE III  
REGISTERED OFFICE AND REGISTERED AGENT**

The name of the corporation's initial registered agent to accept service of process within the State of Florida is Clinton Morrell, Esq. whose street address is 101 E Kennedy Boulevard, Suite 2800, Tampa, FL 33602.

**ARTICLE IV  
DEFINITIONS**

Unless otherwise provided herein to the contrary, all terms used in these Articles shall have the same definitions and meanings as those set forth in that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Normandy, recorded or to be recorded in the Public Records of Duval County, Florida, as it may from time to time be amended (hereinafter called the "Master Declaration").

**ARTICLE V**  
**PURPOSE AND POWERS OF THE MASTER ASSOCIATION**

The Master Association does not contemplate pecuniary gain or profit to the Members thereof. The specific purposes for which the Master Association is formed is to act as a homeowners association for owners of the Property described in the Master Declaration ("Property"), and any additions thereto as may hereafter be brought under the jurisdiction of the Master Association, pursuant to Chapter 720, Florida Statutes and the Master Declaration. The Master Association shall not pay dividends and no part of any income of the Master Association shall be distributed to its Members, directors or officers. The Master Association shall have all the powers of a non-profit corporation organized under the laws of the State of Florida, subject only to such limitations upon the exercise of such powers as are expressly set forth in these Articles, the Bylaws, or the Master Declaration. The Master Association shall have the power and duty to do any and all lawful things which may be authorized, assigned, required or permitted to be done by the Master Declaration, these Articles or the Bylaws, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Master Association for the benefit of the Owners and for the maintenance, operation and improvement of the Property and Areas of Common Responsibility, including, without limitation, the following powers:

- (a) Own and convey real property;
- (b) Own, operate, maintain, encumber and convey the Common Property and to operate and maintain Areas of Common Responsibility, including, without limitation, the Master Surface Water Management System and any personal property owned by the Master Association;
- (c) Operate and maintain the Master Surface Water Management System including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain, compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas in accordance with the Master Declaration;
- (d) Grant easements as to the Common Property to public and private utility companies, including, without limitation, cable television, and to public bodies or governmental agencies or other entities or persons, with or without cost or charge at the sole discretion of the Board of Directors, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utilities and other services thereto, and to enter into shared facilities agreements and related reciprocal easement agreements as may be deemed desirable to provide for utilities and other facilities, and the maintenance thereof and costs associated therewith with any third parties, including, without limitation, homeowners' associations and other public and private utility companies, agencies and entities;
- (e) Establish and amend rules and regulations for the operation of the Master Association, the Common Property and the Development;

(f) Annex additional real property in accordance with the provisions of the Master Declaration;

(g) Sue and be sued;

(h) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Master Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the Master Association;

(i) Abate nuisances and enjoin or seek damages from Owners for violation of the provisions of these Articles, the Bylaws, the Master Declaration and any rules and regulations of the Master Association;

(j) Contract for services to be provided to and for the benefit of the Master Association, including, without limitation, contract for services to provide for the operation and maintenance of the Master Surface Water Management System if the Master Association contemplates employing a maintenance company for such purposes;

(k) Purchase insurance of any nature in such amounts and with such companies as the Board of Directors shall deem necessary or appropriate; and

(l) To do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Association, with or in association with any other association, corporation, or other entity or agency, public or private.

## **ARTICLE VI** **MEMBERSHIP**

Section 1. Members. Every person or entity who is a record Owner of a fee interest in any Lot in the Property shall be a Member of the Master Association. The Declarant under the Master Declaration shall also be a Member for so long as Declarant owns any portion of the Property. Notwithstanding anything else to the contrary set forth in this Article, any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member of the Master Association. The Master Association membership of each Owner (other than Declarant) shall be appurtenant to and may not be separated from the Lot giving rise to such membership, and shall not be transferred except upon the transfer of title to said Lot and then only to the transferee of title thereto. Any prohibited separate transfer shall be void. Any transfer of title to a Lot shall operate automatically to transfer the membership in the Master Association appurtenant thereto to the new Owner thereof.

Section 2. Classes. The Master Association shall have two (2) classes of voting membership:

(a) Class "A". Class "A" Members shall be all Owners of Lots, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Class "A" Members shall be

entitled on all issues to one (1) vote for each Lot in which they hold the interest required for membership.

(b) Class "B". The sole Class "B" Member shall be Declarant. Declarant shall be entitled to five (5) votes for each Lot actually included in the Property owned by Declarant. The actual number of votes of Declarant shall be determined, from time to time, in accordance with the terms of the Master Declaration. The Class "B" Member shall be entitled to cast all of its votes in any vote or election held by the Master Association.

(c) Termination of Class "B" Membership. As each Lot in the Property is conveyed by Declarant to a Class "A" Member, Declarant's votes for that Lot shall lapse. The Class "B" membership shall terminate and become converted to Class "A" membership three months after ninety percent (90%) of the parcels in all phases of the Community (that will ultimately be operated by the Master Association) have been conveyed to Members other than Declarant, or earlier at Declarant's discretion. For purposes of these Articles, the term "Members other than the Declarant" shall not include builders, contractors, or others who purchase a parcel for the purpose of constructing improvements thereon for resale; or

Section 3. Multiple Owners. Each vote in the Master Association must be cast as a single vote, and fractional votes shall not be allowed. If joint or multiple Owners are unable to agree among themselves as to how their vote is to be cast, none of the votes for that Lot shall be counted. If any Owner casts a vote on behalf of a Lot, it shall be conclusively presumed that Owner was acting with the authority and consent of all other Owners of that Lot. If more than one Class "A" vote is cast for a particular Lot, none of said votes shall be counted and said votes shall be deemed void.

## **ARTICLE VII** **BOARD OF DIRECTORS**

The affairs of this Master Association shall be managed and administered by a Board of Directors consisting of at least three (3) members and no more than nine (9) members, as determined in accordance with the Bylaws, provided that there shall always be an odd number of director positions. Each director must be either (1) a Member of the Master Association, or (2) an officer, director or agent either of Declarant or of a member of Declarant. The names and addresses of persons who are to act in the capacity of director until appointment or election of their successors are:

| <b><u>NAME</u></b> | <b><u>ADDRESS</u></b>                                      |
|--------------------|------------------------------------------------------------|
| John M. Ryan       | 2502 N. Rocky Point Drive<br>Suite 1050<br>Tampa, FL 33607 |
| Michael Lawson     | 2502 N. Rocky Point Drive<br>Suite 1050                    |

Tampa, FL 33607

Lori Price

2502 N. Rocky Point Drive  
Suite 1050  
Tampa, FL 33607

While there is Class B Membership, Declarant shall appoint all Directors, except Members other than Declarant are entitled to elect one (1) member of the Board of Directors if fifty percent (50%) of the parcels in all phases of the Community which will ultimately be operated by the Master Association have been conveyed to Members. After termination of Class B Membership, Declarant shall be entitled to elect at least one (1) member of the Board of Directors as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development. After Declarant relinquishes control of the Master Association, Directors shall be elected by majority vote of all members, and Declarant may exercise the right to vote any Declarant- owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Master Association or selecting the majority of the members of the Board of Directors.

#### **ARTICLE VIII** **DURATION**

The corporation shall commence to exist upon the filing of these Articles with the Florida Department of State and shall thereafter exist in perpetuity. In the event the Master Association is dissolved, the Master Surface Water Management System and any other Common Property shall be conveyed to an appropriate agency of local government, and that if such property is not accepted thereby, then the Master Surface Water Management System and any other Common Property shall be dedicated to another not for profit corporation

#### **ARTICLE IX** **AMENDMENTS**

Section 1. Amendment by Members. These Articles of Incorporation may be amended by the vote or written consent of 2/3 of all voting interests.

Section 2. Amendment by Declarant. Notwithstanding the provisions of Sections 1 of this Article IX, the Declarant shall have the right to amend these Articles at any time in its sole and absolute discretion so long as Class B Membership exists.

Section 3. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the public records of Duval County, Florida.

Section 4. Limitations. No amendment shall be made that is in conflict with the Master Declaration.

**ARTICLE X**  
**BYLAWS**

The Bylaws of the Master Association shall be adopted by the initial Board of Directors and may be altered, amended, or rescinded in the manner provided in the Bylaws.

**ARTICLE XI**  
**INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Section 1. The Master Association shall defend, indemnify and hold harmless any person of the Master Association who is made a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceedings, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, officer, committee member, employee or agent of the Master Association:

(a) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with an action, suit, or proceeding (other than one by or in the right of the Master Association), if he acted in good faith, and, with respect to any criminal action or proceedings, he had no reasonable cause to believe his conduct was unlawful; and

(b) From and against expenses (including reasonable attorneys' fees for pretrial, trial, or appellate proceedings) actually and reasonably incurred by him in connection with the defense or settlement of an action or suit by or in the right of the Master Association, if he acted in good faith.

Section 2. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith, or, with respect to any criminal action or proceeding, that such person had reasonable cause to believe that his conduct was unlawful.

Section 3. Notwithstanding any other provision hereof to the contrary, no indemnification shall be made with respect to any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his duty to the Master Association.

Section 4. Any indemnification under Section 1 (unless ordered by a court) shall be made by the Master Association only as authorized in the specific case upon a determination that indemnification of the director or officer, committee member, employee or agent is proper in the circumstances because he has met the applicable standard of conduct set forth in Sections 1 and 3. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit, or proceeding, or (b) if such quorum is not obtainable, or even if obtainable and a quorum of disinterested Directors so directs, by a majority vote of Members of the Master Association.

Section 5. Expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Master Association from time to time as incurred rather than only after the final disposition of such action, suit, or proceeding. Payment of such expenses shall be authorized by the Board of Directors in each specific case only after receipt by the Master Association of an undertaking by or on behalf of the director or officer to repay such amounts if it shall later develop that he is not entitled to be indemnified by the Master Association.

Section 6. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which the Master Association's directors, officers, committee members, employees or agents may be entitled under the Master Association's bylaws, agreement, vote of Members or disinterested directors, or otherwise, both as to actions in their official capabilities and as to action in another capacity while holding such offices or positions, and shall continue as to a person who has ceased to be a director, officer, committee member, agent or employee and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. Notwithstanding the foregoing provisions, indemnification provided under this Article shall not include indemnification for any action of a director, officer, committee member, agent or employee of the Master Association for which indemnification is deemed to be against public policy by a court of competent jurisdiction. In the event that indemnification provided under this Article is deemed to be against public policy, such an event shall not invalidate or affect any other right or indemnification herein provided.

Section 8. The Master Association shall have the power, but shall not be obligated, to purchase and maintain indemnification insurance to provide coverage for any liability asserted against any director, officer, committee member, agent or employee of the Master Association in any of his capacities as described in Section 1, whether or not the Master Association would have the obligation to indemnify him or her under this Article.

Section 9. Any person requesting indemnification shall first look to any insurance maintained by the Master Association for indemnification against expenses (including attorneys' fees), judgments, fines, and amounts paid in settlement (as described above). The Master Association shall be obligated to indemnify such person (if entitled to indemnification by the Master Association) only to the extent such insurance does not indemnify such person.

## **ARTICLE XII**

### **INCONSISTENCY**

In the event of any inconsistency between the terms and provisions contained in the Master Declaration and those contained in these Articles of Incorporation, the terms and provisions of the Master Declaration shall prevail.

**ARTICLE XIII**  
**INCORPORATOR**

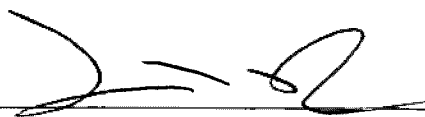
The name and street address of the sole incorporator to these Articles of Incorporation is Hawk Normandy, LLC, a Delaware limited liability company, whose address is 2502 N Rocky Point Drive, Suite 1050, Tampa, Florida 33607.

**ARTICLE XIV**  
**OFFICERS**

The day-to-day affairs of the Master Association shall be administered, subject to the direction and authority of the Board of Directors, by the officers of the Master Association, which may include a President, Vice President, Secretary and Treasurer and such other officers as permitted by the Bylaws. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

| <b><u>NAME</u></b>                                                           | <b><u>OFFICE</u></b> |
|------------------------------------------------------------------------------|----------------------|
| John M. Ryan<br>2502 N. Rocky Point Drive<br>Suite 1050<br>Tampa, FL 33607   | President            |
| Michael Lawson<br>2502 N. Rocky Point Drive<br>Suite 1050<br>Tampa, FL 33607 | Secretary            |
| Lori Price<br>2502 N. Rocky Point Drive<br>Suite 1050<br>Tampa, FL 33607     | Treasurer            |

**IN WITNESS WHEREOF**, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the sole incorporator of this Master Association, has executed these Articles of Incorporation this 2 day of August, 2024.

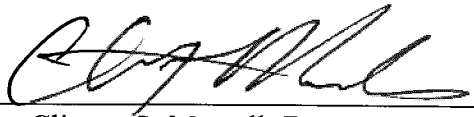
  
\_\_\_\_\_  
John Ryan, Authorized Representative  
Hawk Normandy, LLC, Incorporator

**NORMANDY MASTER HOMEOWNERS ASSOCIATION, INC.**

**CONSENT OF REGISTERED AGENT**

Having been named as Registered Agent for this corporation at the office designated in the foregoing Articles of Incorporation, it is familiar with the duties and obligations of Registered Agent and it hereby agrees to act in this capacity and to comply with all statutes relative to the proper and complete performance of my duties.

REGISTERED AGENT:

By:   
Clinton S. Morrell, Esq.

Address:  
101 E. Kennedy Boulevard, Suite 2800  
Tampa, Florida 33602

EXHIBIT "C"

BYLAWS

**BY-LAWS**  
**OF**  
**NORMANDY MASTER HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I**  
**IDENTITY AND LOCATION**

These are the By-Laws of NORMANDY MASTER HOMEOWNERS ASSOCIATION, INC., herein called the Master Association, a not for profit corporation organized and existing under Chapters 617 and 720, Florida Statutes, for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Normandy (the "Master Declaration") as recorded in the official records of Duval County, Florida. The principal office of the Master Association shall be located at 2502 N. Rocky Point Drive, Suite 1050, Tampa, Florida 33607, but meetings of the Board of Directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

**ARTICLE II**  
**GENERAL**

Section 1. Incorporation of Master Declaration. As supplemented herein, the regulation of the business and affairs of the Master Association shall be governed by certain provisions of the Master Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Definitions. The definitions set out in the Master Declaration are incorporated herein by reference.

**ARTICLE III**  
**MEETING OF MEMBERS**

Section 1. Annual Meetings. The Master Association shall hold annual meetings for the transaction of any and all proper business as herein provided. The first annual meeting of the Master Association shall be held within three hundred sixty-five (365) days from the date of filing of the Master Declaration of the Master Association as determined by the Board of Directors. The Master Association shall thereafter convene annual meetings of the Members on a date determined by the Board of Directors in January or February of each year. Business transacted at the Annual Meeting shall include the election of directors of the Master Association, if one is required to be held.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors, and shall be called upon written request of at least ten percent (10%) of the total voting interests of the Master Association.

Section 3. Notice of Meeting. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Master Association, or supplied by such Member to the Master Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Right to Speak. Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. The Master Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member and Owner statements.

Section 5. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Master Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot.

## **ARTICLE IV**

### **BOARD OF DIRECTORS**

Section 1. Number and Eligibility. The affairs of the Master Association shall be managed by a Board of Directors. The Board of Directors shall initially consist of three (3) Directors. At the first annual meeting at which members other than Declarant are entitled to elect a Director in accordance with the Articles of Incorporation, the number of Directors shall expand to four (4). At the first annual meeting at which members other than Declarant are entitled to elect a majority of Directors in accordance with the Articles of Incorporation, the number of Directors shall expand to five (5). Thereafter, the Board of Directors may fix the number of Directors at an odd number between three (3) and nine (9) by majority vote, with the change in number taking effect at the next annual meeting. All Directors, except those Declarant appoints or elects, shall be members of the Association.

Section 2. Elections. At the first annual meeting at which members other than Declarant are entitled to elect one Director and each annual meeting thereafter until the end of Class B Membership, members other than Declarant shall elect a member to fill such position for successive one year terms. At the end of Class B Membership, the members shall elect five (5)

directors. The three (3) candidates receiving the most votes shall be elected for an initial term of two (2) years and the two (2) candidates receiving the next most votes shall be elected for an initial term of one (1) year. Upon the expiration of the initial terms, the members shall elect Directors for two (2) year terms, so that the Board of Directors remains staggered. If the Board of Directors alters the number of Director positions, it shall do so in a manner which causes the Board of Directors remains as equally staggered as possible. Elections shall be by secret written ballot but is not required if there are not more candidates than seats up for election on the Board of Directors. The persons receiving the most votes shall be elected. Cumulative voting is not permitted.

Section 3. Nominations. Nomination for election to the Board of Directors shall be made from the floor at the annual meeting.

Section 4. Vacancies in the Board of Directors. Interim vacancies in the Board of Directors shall be filled by the affirmative vote of the remaining Board of Directors, even if the remaining Directors constitute less than a quorum, provided that all vacancies in Directorships to which Directors were appointed by the Declarant under the provisions of Section 1 above shall be filled by the Declarant without the necessity of any meeting. Any such appointed Director shall serve for the remaining term of his predecessor.

Section 5. Resignation. A Director of the Master Association may resign at any time by giving a written notice to the Board of Directors of the Master Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Removal. Any Director appointed by Declarant may only be removed, with or without cause, by the Declarant. Directors elected by the members may be removed, with or without cause, by a majority vote of the Members.

Section 7. Directors' Fees. There shall be no Directors fees paid to members of the Board of Directors, but Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

## ARTICLE V POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. The Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) subject to Article VII herein, to appoint and remove at its pleasure all officers, agents and employees of the Master Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these By-Laws shall

be construed to prohibit the employment of any Officer or Director of the Master Association in any capacity whatsoever;

- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Master Declaration;
- (d) to adopt and publish rules and regulations governing the use of the Common Property and Areas of Common Responsibility;
- (e) to exercise for the Master Association all powers, duties and authority vested in or delegated to the Master Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article IV, Section 4 above;
- (g) to appoint an Executive Committee of three (3) Directors and delegate all or any portion of the powers of the Board of Directors to this Executive Committee, subject to the limitations on the authority of the Executive Committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Master Declaration.

## **ARTICLE VI**

### **DIRECTORS' MEETINGS**

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

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

Section 3. Notice to Directors. Except in case of emergency, Directors shall receive not less than two (2) days notice of Board of Directors meetings in person, by telephone, by electronic transmission including (but not limited to) text or email, or by regular mail.

Section 4. Waiver of Notice. Notice of a meeting of the Board of Directors need not be given to any Director who signs a waiver of notice either before or after the meeting. Attendance of a Director at a meeting shall constitute a waiver of notice of such meeting and a waiver of any and all objections to the place of the meeting, the time of the meeting, or the manner in which it has been called or convened, except when a Director states, at the beginning of the meeting or

promptly upon arrival at the meeting, any objection to the transaction of affairs because the meeting is not lawfully called or convened.

Section 5. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon one or more written consents signed by all members of the Board, whether in physical or electronic form. Any such action without a meeting shall be effective on the date the last Board member signs a consent or on such date as is specified in the consent. Any such action by written consent(s) shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 6. Board Quorum and Voting. The majority of the Board of Directors shall constitute a quorum thereof. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

## **ARTICLE VII**

### **OFFICERS**

Section 1. Master Association Officers. The officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors.

Section 2. Election of Officers. The Declarant shall have the sole right to appoint and remove any officer of the Master Association so long as Declarant shall own ten percent (10%) or more of the Lots in the Property. Thereafter, all officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of Officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Master Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine. When a final decision regarding an expenditure of Master Association funds is to be made by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted, except the President and Vice-President shall be different persons.

Section 6. Duties. The duties of the officers are as follows:

- (a) President. The president shall be the chief executive officer of the Master Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Master Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall co-sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.
- (b) Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.
- (c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Master Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Master Association together with their addresses; and shall perform such other duties as required by the Board.
- (d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Master Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Master Association; cause an annual audit of the Master Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

## **ARTICLE VIII**

### **AMENDMENTS**

These By-Laws may be amended or repealed and new By-Laws adopted by the Declarant so long as it has the authority to appoint a majority of the Board of Directors and thereafter by a majority vote of the Members present, in person or by proxy, and entitled to vote at a regular or special meeting of the Members.

## **ARTICLE XIII**

### **COMMITTEES**

The Board of Directors may appoint committees as deemed appropriate in carrying out its purposes.

## ARTICLE IX GENERAL

Section 1. Conflicts. It is intended that the provisions of the Master Declaration which apply to the governance of the Master Association, as supplemented by the provisions in these By-Laws which are not contained in the Master Declaration, shall operate as the By-Laws of the Master Association. In the case of any conflict between such provisions set forth in the Master Declaration, the Articles of Incorporation of the Master Association and these By-Laws, the following priorities shall control:

1. Master Declaration;
2. Articles of Incorporation;
3. By-Laws.

Section 2. Waiver. No provision of these By-Laws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these By-Laws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these By-Laws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with *Roberts Rules of Orders Revised*.

Section 7. Fiscal Year. The fiscal year of the Master Association shall begin on the 1st day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

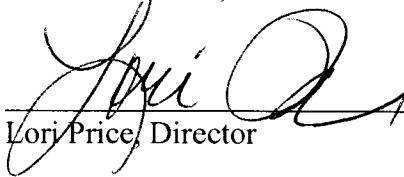
IN WITNESS WHEREOF, we, being all of the directors of NORMANDY MASTER HOMEOWNERS ASSOCIATION, INC., have adopted these Bylaws as the Bylaws of the Master Association this 2 day of August, 2024.



John M. Ryan, Director



Michael Lawson, Director



Lori Price, Director