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**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR
ENCLAVE AT LAKES OF HARMONY**

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**DECLARATION OF COVENANTS,
CONDITIONS, EASEMENTS AND RESTRICTIONS
FOR ENCLAVE AT LAKES OF HARMONY**

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR ENCLAVE AT LAKES OF HARMONY (“Declaration”) is made as of the ____ day of _____, 2021, by **HARMONY FLORIDA LAND LLC**, a Delaware limited liability company, whose address is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765 (“Declarant”).

WITNESSETH:

WHEREAS, the Declarant, on the date hereof, owns all of the real property located in Osceola County, Florida, described in **Exhibit “A”** attached hereto and described herein as the “Property,” subject to those dedications set forth on the Plat (as hereinafter defined) and other matters of record; and

WHEREAS, the Declarant intends to develop the Property as the Enclave at Lakes of Harmony community (the “Neighborhood”), to consist of single-family homes with recreational facilities and/or other amenities, subject to certain protective covenants, conditions, easements, restrictions, reservations, liens and charges as hereinafter set forth; and

WHEREAS, the Declarant desires to subject the Property to the covenants, restrictions, conditions and easements hereinafter set forth, each and all of which are hereby declared to be for the benefit of each and every present and future owner of any and all parts thereof;

NOW THEREFORE, Declarant hereby declares that all of the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the covenants, conditions, easements, restrictions, reservations, liens and charges hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said real property. The covenants, conditions, easements, restrictions, reservations, liens and charges set forth herein shall run with the Property, shall be binding upon all parties having and/or acquiring any right, title or interest in the Property or any part thereof, and shall inure to the benefit of each and every person or entity, from time to time, owning or holding an interest in the Property.

ARTICLE 1 - DEFINITIONS

Section 1.01 Definitions. The following words and terms when used in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

A. “Additional Property” shall mean and refer to any real property, other than the real property described in **Exhibit “A”** attached hereto, which is made subject to the provisions of this Declaration and added to the Property, as provided in Section 2.02 below.

B. “Architectural Review Board” and/or “ARB” shall mean the committee established and described in Article 7 hereof.

C. “Articles” shall mean and refer to the Articles of Incorporation of the Association as they may exist from time to time. A copy of the current Articles of Incorporation of the Association is attached as **Exhibit “B”** hereto. Such Articles can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records.

D. "Association" shall mean and refer to Enclave at Lakes of Harmony Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

E. "Board" shall mean the Board of Directors of the Association.

F. "Builder" shall mean and refer to a builder, contractor or other person who purchases one (1) or more Lots from the Declarant or a Builder to construct improvements thereon for resale. There may be more than one Builder in the Neighborhood.

G. "Bylaws" shall mean and refer to the Bylaws of the Association as they may exist from time to time. Copies of the current Bylaws of the Association are attached as **Exhibit "C"** hereto. Such Bylaws can be amended from time to time as provided in the Articles and Bylaws without the need to record such amendment in the Public Records.

H. "CDD" means the Harmony Community Development District, a local unit of special-purpose government organized and existing pursuant to Chapter 190, Florida Statutes.

I. "Club" means the Lakes of Harmony Club, including the Club Property and Club Facilities (both terms as defined in the Club Plan) provided for the Owners pursuant to the provisions of the Club Plan. The Club and Club Facilities are owned and controlled by the Club Owner (as defined in the Club Plan) and/or its successor, and not by the Association.

J. "Club Plan" means The Lakes of Harmony Club Plan, together with all amendments and modifications thereof. A copy of the Club Plan is available to an Owner upon request by such Owner.

K. "Common Expenses" shall mean and refer to expenditures for (i) the installation, construction, maintenance, repair, replacement and operation of the Common Property, easement areas and any and all other similar property for which the Association is either obligated or permitted to improve, maintain, repair, replace and/or operate, including, but not limited to, any and all improvements from time to time located thereon, (ii) the performance of any and all other services or other obligations required or authorized to be performed by the Association with respect to Common Property, or otherwise, and (iii) the performance of any and all other rights and/or obligations which the Association may be required or permitted to perform pursuant to the terms of the Articles, Bylaws, this Declaration or by law, whether set forth herein explicitly or implicitly.

L. "Common Property" and/or "Common Area" shall mean and refer to those tracts of land, including open space tracts, together with any and all improvements from time to time located thereon, which are actually and specifically dedicated or deeded to the Association and designated in said dedication or deed as "Common Property" or "Common Area," or tracts of land which are a part of the Property and which are identified as "Common Property" or "Common Area" for the benefit of the Property, or are identified as property to be conveyed to the Association, on a final plat recorded by Declarant in the Public Records in which the Property is located. The term "Common Property" shall also include any personal property acquired by the Association if said property is designated as "Common Property" by the Board, and shall also include easement rights which may be specifically granted to the Association over or upon other lands, but only to the actual extent of such easement rights. Common Property may be dedicated or conveyed to the Association by the Plat, by a subsequent instrument executed and recorded by the Declarant or the Association, or a subsequent agreement with the county or municipal government having jurisdiction over the Property. The Common Property shall initially include Tracts K-100, K-200, K-300, K-500, K-700, K-800, K-900, and K-1000, as depicted on the Plat.

Any such Common Property may be dedicated and conveyed by Declarant to the Association subject to such reserved rights of Declarant (including lease, occupancy, maintenance and other rights as may be reserved by Declarant in its reasonable discretion), to the extent permitted by applicable governmental authorities.

M. "Community-Wide Standard" shall mean the standard of conduct, maintenance or other activity generally prevailing throughout the Property as established by the Association. Such standard is expected to evolve over time as development progresses and may be more specifically determined by the Board, Declarant, or the ARB. The standards imposed by this Declaration shall be part of the Community-Wide Standard.

N. "Conservation Tracts" shall mean any area designated from time to time by Declarant to be set aside for conservation purposes by any supplemental declaration or other document recorded in the Public Records, including any conservation area shown on the Plat. The Conservation Tracts are a part of the Common Property.

O. "Declarant" shall mean HARMONY FLORIDA LAND LLC, a Delaware limited liability company. Wherever the term Declarant is used in this Declaration, the Articles or Bylaws, it shall always be deemed to include Declarant's successors and assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession and/or assignment, or unless such rights pass by operation of law. A Builder shall not be considered a Declarant, unless designated as such in a written instrument.

P. "Declaration" shall mean this Declaration of Covenants, Conditions, Easements and Restrictions for Enclave at Lakes of Harmony.

Q. "District" shall mean and refer to the South Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

R. "District Permit" shall mean and refer to the Environmental Resource Permit or Surface Water Management Permit issued with respect to the Property by the District as Permit No. 49-02735-W dated July 1, 2019, as modified from time to time with the approval of the District.

S. "Drainage/Retention Tract(s)" shall mean and refer to all of such areas, including stormwater tracts and easement areas, so designated by the Declarant or their successors and assigns on the Plat, such as the Drainage Easements, or in any drainage easements, dedications or restrictions made or imposed pursuant to applicable ordinances, laws, rules or regulations of governmental authorities, including, without limitation, the District; provided, however, that any description on any Plat which refers to any area of land as a Drainage/Retention Tract shall only be construed as the then intention of the Declarant at the time of the recording of the Plat as to the proposed future use of such area of land, which intention shall not be binding upon Declarant but may be modified or changed by the Declarant in the exercise of their reasonable discretion, to the extent permitted by applicable governmental authorities.

T. "Institutional Lender" shall mean and refer to the owner and holder of a mortgage encumbering a Residential Unit, which is a bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, national banking association, an agency of the United States government, private or public pension fund, Veteran's Administration, the Federal National

Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or a lender generally recognized in the community as an institutional lender.

U. "Lot" shall mean any parcel of land shown on the Plat upon which a Residential Unit is constructed or upon which a Residential Unit may be constructed, whether platted or intended to be platted in connection with the approved development plans for the Property, together with all improvements located thereon from time to time.

V. "Maintenance" shall mean, but not be limited to, the following: cleanup, landscaping, irrigation and grounds care; maintenance of drainage swales; painting and structural upkeep of improved Common Property, recreational facilities, roads, walls, entry features and rights of way; and repair and all other such functions incidental to the services of the Association.

W. "Member" shall mean and refer to a member of the Association, consisting of any Owner of a Lot other than the Association itself.

X. "Neighborhood" shall mean the community known as Enclave at Lakes of Harmony.

Y. "Owner" shall mean and refer to the owner (whether it be the Declarant, Builder, one or more persons, firms or legal entities), as shown by the records of the Association, of fee simple title to any Lot, Residential Unit or other real property (other than the Common Property) located within the Property. Owner shall not mean or refer to the holder of a mortgage or security interest, its successors or assigns, unless and until such holder has acquired title pursuant to foreclosure or a proceeding or deed in lieu of foreclosure, nor shall the term "Owner" mean or refer to any lessee or tenant of an Owner. The Owner is not required to be a person that is fifty-five years of age or older, unlike other surrounding communities in the Harmony development.

Z. "Plat" shall mean and refer to the Plat of Enclave at the Lakes of Harmony, recorded or to be recorded in the Public Records of Osceola County, Florida, and any and all other recorded plats or replats of all or any portion of the Property, as the same may be changed, amended, replatted, supplemented and/or otherwise modified from time to time, in whole or in part. Notwithstanding anything herein to the contrary, Declarant hereby reserves the right to make such modifications to any part of the Property owned by the Declarant as it deems necessary and/or desirable, including, but not limited to, changing the location, size, dimensions and number of Tracts within the initial Plat and/or any and all future Plats, to the extent permitted by applicable governmental authorities.

AA. "Property" shall mean and include the real property described in Exhibit "A" attached hereto, and such additions thereto as are made by virtue of Section 2.02 hereof.

BB. "Public Records" shall mean the Public Records of Osceola County, Florida.

CC. "Residential Unit" shall mean and refer to any platted and developed single family dwelling home, or other improved property intended for use as a residential dwelling, for which a certificate of occupancy has been issued by the appropriate governmental authorities.

DD. "Surface Water Management System" and/or "Stormwater Management System" means a system located on the Property which is designed, constructed and implemented pursuant to the District Permit to control discharges from the Property which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding,

over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40C-4, 40C-40, or 40C-42, F.A.C., and includes, without limitation, Drainage Areas.

EE. "Tract" shall mean any portion of the Property established as a Tract on any Plat.

ARTICLE 2 - PROPERTY SUBJECT TO DECLARATION

Section 2.01 _____ **Property.** The real property initially subject to this Declaration is the Property described in **Exhibit "A"**.

Section 2.02 _____ **Additional Property.**

A. Declarant, from time to time, may, in its sole, absolute and unfettered discretion, cause Additional Property to become subject to this Declaration and to be a part of the Property, but under no circumstance shall Declarant be required to make such additions, and no other real property shall in any way be affected by or become subject to this Declaration, or become a part of the Property, until such time, if ever, that such real property is added to the Property pursuant to the terms of this Article 2 .

B. Any additions to the Property authorized under this Declaration shall be made by the filing in the Public Records, from time to time, of an amendment to this Declaration or a Supplemental Declaration of Covenants, Conditions, Easements and Restrictions, executed by Declarant, which shall extend the covenants, conditions and restrictions contained herein to such property (a "**Supplemental Declaration**"). Such amendment or Supplemental Declaration may contain such amendments or additional provisions as Declarant deems necessary and as are not materially inconsistent with the purposes of this Declaration. Declarant shall not be required to obtain the approval or consent of the Association or any Owner or any person claiming by, through or under any Owner to add any property to the Property pursuant to this Section.

Section 2.03 _____ **Deletions from Property.** Declarant may at any time delete any portion of the Property from encumbrance by this Declaration by executing and filing in the Public Records a Notice of Deletion from Declaration of Covenants, Conditions, Easements and Restrictions. In addition, in no event shall Declarant make any Prohibited Deletions, without first obtaining the written consent of the Owners of the portion of the Property being deleted. "**Prohibited Deletions**" shall consist of deletions of any portion of the Property owned or leased by an Owner other than Declarant other than to the extent any such portion of the Property is being deleted to correct a scrivener's error whereby the portion of the Property being deleted was not intended to be a part of the Property. Prohibited Deletions shall also include deletions of any portion of the Property which contain Common Property (unless such deletion is to correct a scrivener's error as described above), unless appropriate easements are granted or other arrangements are made which ensure that remaining portions of the Property which are served by the subject Common Property continue to receive substantially the same service (from the Common Property or their substantial equivalents) after the deletion of such Common Property occurs. No Owner, or any person claiming by, through or under any Owner, shall have any right to claim detrimental reliance upon this Declaration with regard to any portion of the Property deleted here from by Declarant pursuant to this Section.

Section 2.04 _____ **Effect of Declaration.** Each Owner of a Lot, Residential Unit or any other portion of the Property, by acceptance of a deed or other instrument evidencing its ownership interest, accepts and acknowledges the authority of this Declaration and of the Association created herein, and agrees to abide by and be bound by the provisions of this Declaration, the Articles, the Bylaws and other

rules and regulations of the Association. In addition to the foregoing, the family, guests, invitees and tenants of said Owners shall, while in or on the Property, abide and be bound by the provisions of this Declaration, the Articles, the Bylaws and other rules and regulations of the Association.

ARTICLE 3 - THE ASSOCIATION

Section 3.01 **Membership.** Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

Section 3.02 **Classes of Voting Membership.** The Association shall have two classes of voting membership:

Class A: Class A Members shall be all Owners, with the exception of Declarant and Builders and shall be entitled to one vote for each Lot owned. When any Lot entitling the Owner to membership in the Association is owned of record in the name of two or more persons or entities, whether fiduciaries, joint tenants, tenants in common, tenants by the entirety or any other manner of joint or common ownership, or if two or more persons or entities have the same fiduciary relationship respecting the same property, then unless the instrument or order appointing them or creating the tenancy otherwise directs and it or a copy thereof is filed with the Secretary of the Association, such Owner shall select one official representative to qualify for voting in the Association and shall notify in writing the Secretary of the Association of the name of such individual. The vote of that individual shall be considered to represent the will of all the Owners of that Lot. In the circumstance of such common ownership, if the Owners fail to designate their voting representative, then the Association may accept the person asserting the right to vote as the voting Owner until notified to the contrary by the other Owners of such Lot. Upon such notification, the Owner may not vote until the Owner(s) appoint their representative pursuant to this paragraph.

Class B: The Class B Member(s) shall be the Declarant, who shall be entitled to five (5) votes for each Lot and proposed Lot owned by Declarant. The Class B membership shall cease and be converted to Class A membership once Turnover has occurred in accordance with Article 9 hereof.

Section 3.03 **Notice and Quorum for Any Action Authorized Under This Declaration.** Written notice of any meeting called for the purpose of taking any action authorized under this Declaration shall be sent to all Members not less than fourteen (14) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%), or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting; however, no such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

ARTICLE 4 - FUNCTIONS OF THE ASSOCIATION

Section 4.01 **Services.** The Association shall have the powers provided herein and in the Articles and Bylaws from time to time, and such other powers as may be vested in the Association by law, and may provide (or may cause to be provided) the following services:

A. Maintenance, operation, management, repair, cleaning, replacement, control and insurance of all Common Property, entry gates, entry walls and entry features, private roads and sidewalks (if any) within the Property and all street lights and landscaping on and around such private

roads; provided, however, that nothing herein shall remove, alter or otherwise modify the obligation of the Owners to maintain sidewalks (if any), landscaping, landscape lighting and irrigation systems on and in front of their respective Lots to the extent required by Section 8.01R hereof. Accordingly, any maintenance by the Association of sidewalks (if any), landscaping, landscape lighting and/or irrigation systems on Lots within the Property shall be at the Association's sole and absolute discretion as set forth in Section 8.01R.

B. Adopting, publishing and enforcing such reasonable rules and regulations as the Board deems necessary.

C. In addition to the maintenance herein provided, as provided in Section 6.04 below, the Association may provide exterior or other maintenance upon any portion of the Property (including any Residential Unit) and/or any improvement from time to time located thereon which, in the Board's opinion, requires such maintenance because said property is being maintained in a sub-standard manner or otherwise violates any of the covenants and restrictions contained herein. Said maintenance and/or other corrective action necessary to bring the subject property into compliance with this Declaration shall include but not be limited to cleaning, painting, repairs, removal of any fencing, replacement and maintenance of roofs, gutters, downspouts, exterior building surfaces, windows, trees, shrubs, grass, driveways, walks and other exterior improvements. As provided in Section 6.04, the cost of such maintenance or corrective actions (including any related charges permitted by Section 6.04) shall be assessed by the Association as an individual assessment against the Owner on whose behalf such maintenance or corrective actions are performed. Any such individual assessment shall be a lien upon the subject property (including a Residential Unit), as the case may be, and an obligation of the Owner and shall become immediately due and payable in all respects, together with attorneys' fees, court costs, interest, and other fees or costs of collection as provided for other assessments of the Association.

D. At the sole option and discretion of the Board, conducting recreation, sport, craft, social and cultural programs of interest to Owners, their families, tenants and guests and, in the Board's sole option and discretion, charging admission fees for the operation thereof.

E. Entering into agreements with service providers for the furnishing to all Residential Units and to all other appropriate locations on the Property of cable or similar services for television, radio, internet services (including Wi-Fi, wired/wireless broadband, voice-over IP, etc.) and other communication or data transmission services, security systems, fire alarm systems and other similar systems and amenities.

F. Constructing improvements on the Common Property and granting easements and licenses as may be required, permitted, recommended or desirable (as determined by the Board in its sole option and discretion to provide the services as authorized in this Section).

G. At the sole option and discretion of the Board, employment of attendants and other personnel, maintenance of control centers for the protection of persons and property within the Property, installation, operation and maintenance of communication systems by the Association or a contractual designee of the Association, and assistance in the apprehension and prosecution of persons who violate any applicable laws within the Property.

H. In addition to maintenance herein provided, the Association may, in the discretion of its Board, assume the maintenance responsibilities of a Member. In such event, all costs of such maintenance shall be assessed only against the Member to which the services are provided. This

assumption of maintenance responsibility may take place either by contract or agreement or because, in the opinion of the Board, the level and quality of services provided is not consistent with the Community-Wide Standard of the Property.

I. The Board shall have the right, in its discretion, to enter into contracts on behalf of the Association for the purpose of carrying out its duties hereunder or which will otherwise be of benefit to the Owners in general. The terms of any such contracts shall be negotiated by the Board in its discretion. It is specifically contemplated that the Board may (but shall not be required to) enter into a contract with a management company for the purpose of managing the day to day affairs of the Association and for carrying out the Association's maintenance obligations with respect to the Common Property. It is also contemplated that the Board may (but shall not be required to) enter into (i) a lease or other use agreement which will allow Owners to access amenities and other facilities located within or without the Property which are not part of the Common Area, (ii) one or more agreements controlling the provision of telephone, cable television, internet access and other communications or data transmission services (as the case may be) to and within the Property, and/or (iii) such other similar agreements as the Board may deem from time to time to be necessary and/or desirable. Any expenses associated with contracts entered into by the Board on behalf of the Association shall constitute Common Expenses.

J. At the sole discretion of the Board, adopting, instituting and amending from time to time policies and procedures governing the collection of trash and garbage at the Property, and in that regard, if desired by the Board, providing for trash collection services to be afforded to Owners (whether all Owners or only the Owners of certain types of Residential Units) by any governmental or utility authority, and/or any private company(ies) providing trash collection services pursuant to a contract entered into by the Association for that purpose (a "Trash Service Provider") in lieu of requiring such Owners to independently dispose of trash and garbage at any common garbage disposal site(s) that may be located within the Property. In connection therewith the Board, at its option and in its sole and absolute discretion, may require that the cost of such services be either (i) billed by the Trash Service Provider to and collected from the affected Owners directly, or (ii) billed by the Trash Service Provider to and paid by the Association, which shall be entitled to recover the pro rata cost from each affected Owner by virtue of the assessment mechanism provided by the Declaration. In the event the Board adopts any such policy or procedure, the Board may also impose requirements on affected Owners concerning the manner in which trash is contained, stored and collected, the timing for the removal of empty trash containers from the curb, and similar matters. In that regard, the Board may require (without limitation) that: (a) all household trash, garbage, and other waste at all times be kept in sanitary containers which are covered, locked or closed to prevent access by scavenging animals, (b) except during pickup (when required to be placed at the curb), all containers shall be kept within an enclosed garage or otherwise stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot, (c) no empty trash, garbage and other waste receptacles shall be allowed to remain at the curb or on the street beyond the end of the day of pickup, (d) any Owner's trash, garbage or waste which is spilled or which is removed from its container(s) by animals shall be promptly cleaned up by the Owner, and (e) such other requirements as the Board may deem necessary or appropriate. Any policies adopted by the Board pursuant to this subsection shall supersede any inconsistent provision of the Declaration, including but not limited to Section 9.01.D.

K. Declarant may install a controlled access facility (the "Access Control System") at one or more access points within the Property. So long as Declarant owns any portion of the Property, the Declarant shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for the Property. If provided, all costs associated with any Access Control System will be part of the operating expense of the Association. So long as Declarant owns any portion of

the Property, Declarant shall have the sole right to determine how such access control systems are operated, including the days and times that gates are open allowing public access to any portion of the Property. Declarant hereby reserves for itself, and its contractors and suppliers, their respective agents and employees, and any prospective purchasers of property within the Property from the Declarant or Builders, an easement for free and unimpeded access through any such Access Control System, subject to such controls and restrictions as are agreed to in writing by Declarant. If the Association attempts to restrict or control access into the Property through means not approved by Declarant, the Declarant may take any and all measures necessary to eliminate same. The rights reserved hereunder shall extend beyond any termination of the Class B membership.

DECLARANT, THE CDD, AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH RESIDENTIAL UNIT ACKNOWLEDGES THAT DECLARANT, THE CDD, AND THE ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS, OR ANY PERSONAL PROPERTY LOCATED WITHIN THE PROPERTY OR A RESIDENTIAL UNIT. DECLARANT, THE CDD, AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A RESIDENTIAL UNIT.

Section 4.02 Mortgage and Pledge. With the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), the Board shall have the power and authority to mortgage Property owned by the Association and to pledge the revenues of the Association as security for loans made to the Association, which loans shall be used by the Association to perform its functions.

Section 4.03 Conveyance by Association. Subject to the provisions hereof and applicable law, the Association shall be empowered to delegate or convey any of its functions or Common Property to any governmental unit, public utility or private party approved by at least two-thirds (2/3) of the Board and, to the extent Declarant still owns any portion of the Property, by the Declarant, which approval may be withheld by the Declarant's reasonable discretion.

Section 4.04 Security. The Association may, but shall not be obligated to, maintain or support various activities within the Property which are intended to foster or promote safety or security. In no event shall the Association and Declarant in any way be considered insurers or guarantors of security within the Property, nor shall either of them be held liable for any loss or damage by reason of the lack of adequate security or the ineffectiveness of any security or safety measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system installed or security measures undertaken on or about the Property cannot be compromised or circumvented, nor that any such systems or security measures will prevent loss or provide the detection or protection for which they may be designed or intended, nor that any person employed or engaged by the Association shall provide security services or prevent unauthorized persons from entering upon the Property (unless specifically employed or engaged for those purposes). Each Owner therefore acknowledges, understands and agrees that the Declarant, the Builders, the Association, and their officers and directors are not insurers and that each person entering upon the Property assumes all risks of loss or damage to persons and property resulting from the acts of third parties.

ARTICLE 5 - EASEMENTS

Section 5.01 **Appurtenant Easements.** Declarant and its successors, assigns, guests, lessees and invitees, reserve and grant to all Owners and their respective successors, assigns, guests, lessees and invitees, as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement for ingress and egress over, across and through and for the use and enjoyment of, all Common Property; such easements of ingress, egress, use and enjoyment to be shared in common with Declarant, the other Owners and their respective successors, assigns, guests, lessees and invitees.

Section 5.02 **Utility Easements.** Declarant and its successors, assigns, guests, lessees and invitees, reserve and grant to the CDD and any private company and/or to any public or private utility or governmental authority providing utility and other services to the Property upon, over, under and across all portions of the Property. Said easements shall be given for the purpose of maintaining, installing, repairing, altering, replacing and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, power lines, telephone service, fiber optic cable lines and facilities, communications lines and facilities, electro-magnetic spectrum-based communications and data services and related facilities, gas lines, siphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners and the various portions of the Property. All such easements shall be of a size, width, and location as Declarant deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property.

Section 5.03 **Declarant Easements.** Declarant and its successors, assigns, guests, lessees and invitees, reserve and grant to such other persons as Declarant may from time to time designate in writing, a perpetual non-exclusive easement, privilege and right in and to, over, under, on and across the Common Property for ingress and egress; provided, however, that such access and use does not unreasonably interfere with the reasonable use and enjoyment of the Common Property and facilities located thereon. Declarant hereby further reserve to themselves, their successors and assigns, and to such other persons as Declarant may from time to time designate in writing, a non-exclusive perpetual easement, privilege and right in and to, over, under, on and across the Property, to construct, install, locate, maintain, repair, replace and operate any ponds, lakes, lines, hammocks, wildlife preserves or other areas, cables, conduits, pipes and other such improvements related to the infrastructure and development thereof in connection with Declarant's development of the Property or any portion thereof; provided, however, that any such construction, location, installation, repair, replacement operation or development by Declarant shall not be permitted in, on, under or across Residential Units or pools, and Declarant shall be obligated to restore any disturbed area to as close to the original condition of the area as is reasonably practical. Declarant reserves for itself, its successors and assigns, a non-exclusive easement for the construction, installation, maintenance, repair, replacement and operation of security, television, communication and data transmission cables and facilities within the rights-of-way and easement areas referred to herein. In addition to the foregoing, Declarant shall have for itself, its successors and assigns, all easement rights reserved by Declarant as set forth on any Plat.

Section 5.04 **Wall and Landscape Easement.** Declarant reserves unto itself, its successors and assigns and hereby grants to the Association a perpetual non-exclusive easement over, across and through any portion of the Property or any Additional Property hereafter platted which is encumbered by a Wall and/or Landscape Easement, for the purpose of construction and maintenance of a wall along the

perimeter boundary of the Property and the maintenance of landscaping along the perimeter boundary of the Property. With respect to any wall and/or landscaping located within the Wall and Landscape Easement, the Association shall be responsible for the repair of any such wall, the maintenance of the landscaping located on the exterior side of any such wall, and the cleaning and painting of the exterior side of any such wall.

Section 5.05 **Service Easements.** Declarant hereby grants to people and entities affiliated with delivery, pickup and fire protection services, trash collection services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, cable television and other utilities authorized by the Declarant or the Association, and to such other persons as the Declarant or the Association from time to time may designate, a nonexclusive, perpetual easement for ingress and egress over and across the Common Property for the purposes of performing their authorized services, to service all or any portion of the Property and to perform any investigation related thereto.

Section 5.06 **Drainage Easements.** Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant hereby reserves for itself, its successors and assigns, reserves in favor of the CDD, and hereby grants to the Association, easements for and may, but shall not be required to, cut swales and drain ways for surface water wherever within the Property and whenever such action may appear to the Declarant, the CDD or the Association, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with the District Permit, as such permit is amended or supplemented from time to time. These easements include the right to cut any trees, bushes or shrubbery, grading of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but shall not include the right to disturb any improvements erected within the Property which are not located within the specific easement areas designated on the Plat or in this Declaration. Except as provided herein, existing drainage and drainage channels (or areas reserved for such purposes) shall not be altered so as to divert the flow of water onto adjacent parcels. No Owner of a Residential Unit may alter any elevations and slopes except upon written consent of the Association. Notwithstanding anything herein to the contrary, the Surface Water Management System makes use of certain portions of the Property, including, but not limited to, portions of the Common Areas dedicated for water management purposes. Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association and the CDD a perpetual non-exclusive easement over, under and upon that portion of the Property which may be utilized for the Surface Water Management System, to make use of such Surface Water Management System for the surface water drainage, retention and detention necessary to develop the Property as Declarant deems to be appropriate.

Section 5.07 **Conservation Tracts.** Declarant reserves the right to grant conservation easements over Conservation Tracts to qualified grantees over and across Common Property or the Surface Water Management System located on the Property from time to time. The Conservation Tracts are subject to that certain Deed of Conservation Easement executed by Declarant in favor of the District, recorded or to be recorded in the Public Records of Osceola County (the "**Conservation Easement**"), pursuant to Section 704.06, Florida Statutes, for the purpose of maintaining the Conservation Tracts in their existing natural condition and to retain such areas as suitable habitat for fish, plants or wildlife. In furtherance of this Conservation Tracts, all the following uses in the Conservation Tracts are hereby prohibited without the prior written approval of the Declarant (so long as it owns any portion of the Property), the Association and the District:

A. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground;

B. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials;

C. Removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a District approved maintenance plan;

D. Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface;

E. Surface use except for purposes that permit the land or water area to remain in its natural or enhanced condition;

F. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

G. Acts or uses detrimental to such aforementioned retention of land or water areas;

H. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

The Owner from time to time of title to the Property shall have all of the rights of an Owner not inconsistent with the foregoing restrictions, including the right to engage in uses of the Property that are not prohibited in the Conservation Easement and that are not inconsistent with any District rule, criteria, any permit granted by the District, and the intent and purposes of the Conservation Easement. Passive recreational uses that are not contrary to the purpose of the Conservation Easement which are more particularly set forth therein, may be permitted upon written approval by the District.

The District, its successors or assigns, and the CDD, shall have the right to enter upon the Conservation Tracts at all reasonable times and in a reasonable manner, to assure compliance with the aforesaid prohibitions and restrictions. The Association shall be responsible for the periodic removal of trash and other debris which may accumulate in such Conservation Tracts.

The prohibitions and restrictions upon the Conservation Tracts as set forth in this section may be enforced by the District or its successor agency by proceeding at law or in equity including, without limitation, actions for injunctive relief. The provisions of this Section 5.07 may not be amended without prior approval from the District, its successors or assigns. The District also has the right to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of activities and features of the Conservation Tracts that may be damaged by any activity inconsistent with the Conservation Easement.

Section 5.08 Right of Entry. The Association and the CDD shall have the right, but not the obligation, to enter onto any part of the Property for emergency, security and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all police officers, firefighters, paramedics, ambulance personnel, emergency medical technicians, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association or CDD to enter a Residential Unit to cure any condition which may increase the possibility of a fire or other hazard, or otherwise violates the covenants and restrictions contained herein, in the event an Owner fails or refuses to cure the condition upon request by the Board or CDD.

Section 5.09 **Easements of Encroachment.** Reciprocal appurtenant easements of encroachment are hereby reserved, created and granted as between each Common Property, Lot, Tract and such portion or portions of the Common Property, Lots, and/or Tracts adjacent thereto due to the unintentional placement or settling or shifting of the improvements from time to time constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three (3) feet, as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner, its successors and/or assigns, a tenant, or the Association. Encroachments of improvements into the Common Property by more than three (3) feet shall be allowed if such encroachments do not unreasonably interfere with the use of the Common Property and facilities located thereon, and are approved by the Declarant or the Board.

Section 5.10 **Natural Gas Easements.** Declarant (or its successor or assigns) shall have the right, but not the obligation, to install a natural gas system to serve the Property. In connection with the installation, maintenance and operation of such system, if applicable, Declarant reserves access, installation and service easements over, across and under the Common Property and such other portions of the Property (including Lots) as is necessary to provide such natural gas service to all Owners; provided, however, such easements shall be located by Declarant so as not to unreasonably impair the value or use of the Residential Units.

Section 5.11 **Easements to Association and CDD.** Declarant hereby grants the Association and the CDD such perpetual, nonexclusive rights and easements of temporary access and temporary encroachment (at a reasonable time and in a reasonable manner) over, under, on, upon, through and across the Property, including without limitation, the Common Areas, as is reasonably necessary for the Association and/or CDD to exercise the rights granted to, and perform the duties and obligations imposed upon the Association and/or the CDD by the Declaration, including, without limitation: (i) a perpetual, nonexclusive easement for drainage over the Surface Water Management System; (ii) a perpetual, nonexclusive easement of access to the Surface Water Management System (and portions of the Property adjacent thereto) to operate, manage, maintain, repair and/or replace any portion of the Surface Water Management System and/or comply with the District Permit; and (iii) a perpetual, nonexclusive easement of access to perform on the Association's or the CDD's behalf any maintenance, operation, management, repair, replacement and/or reconstruction of the Surface Water Management System that has been delegated to the Association or the CDD pursuant to terms of this Declaration.

Section 5.12 **Easement for Maintenance Purposes.** The Declarant hereby reserves for itself, the Association, the CDD and their respective agents, employees, and contractors, an easement for access in, on, over, under and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, or other portions of the Property to be maintained by the Association or the CDD. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property.

Section 5.13 **Extent of Easements.** The rights and easements of enjoyment created in this Article 5 shall be subject to the following:

A. The right of the Association, to borrow money from any lender for the purpose of improving and/or maintaining the Stormwater Management System, Common Property, and any improvements from time to time located or to be located thereon, and providing services authorized

herein and, in aid thereof, to mortgage said Property; but only with the approval of the Board, the Declarant (so long as the Declarant owns any portion of the Property) as required by Section 4.02 above, which approval may be withheld in the Board's, or the Declarant's sole discretion, as the case may be.

B. The right of the Association to suspend the rights and easements of enjoyment of any Owner or any tenant of any Owner, subject to the provisions of Florida Statutes, Section 720.305(3) as the same may be amended from time to time, for any period during which any assessment remains unpaid, not to exceed the time period specified in Section 8.02 of this Declaration, for any infraction of its published rules and regulations, it being understood that any suspension for either non-payment of any assessment or breach of any rules and regulations of the Association shall not constitute a waiver or discharge of the Owner's obligation to pay the assessment.

C. The right of the Association to give, dedicate, mortgage or sell all or any part of the Common Property (including leasehold interests therein) to any public agency, authority, or utility or private concern for such purposes and subject to such conditions as may be determined by the Association; provided that no such gift or sale or determination of such purposes or conditions shall be effective unless the same shall be authorized by the Board and the Declarant (so long as the Declarant owns any portion of the Property) as required by Section 4.02 above, which authorization may be withheld in the Board's or the Declarant's sole discretion, as the case may be.

Section 5.14 **Discharge into Water Bodies.** So long as Declarant owns any portion of the Property, nothing other than stormwater and irrigation waters may be discharged into any lake, canal, or other body of water located within or adjacent to the Property without Declarant's prior written consent, which consent may be withheld by the Declarant's reasonable discretion. The construction and/or installation by any party other than the Declarant of any device through which water is drawn shall be subject to the prior written approval of the Architectural Review Board as herein below established in Article 7 of this Declaration. Irrigation water may not be withdrawn from any body of water within the Property or from the ground by any party other than the Declarant or the Association without the consent of the Board or the Declarant (so long as the Declarant owns any portion of the Property), which consent may be withheld in the Board's or the Declarant's reasonable discretion, as the case may be.

Section 5.15 **Access.** If ingress or egress to and from any parcel within the Property is through any Common Area, any conveyance or encumbrance of such Common Area shall be subject to an easement for ingress and egress in favor of such parcel.

Section 5.16 **Lake and Pond Maintenance and Use.**

The right to pump or otherwise remove any water from the lakes and/or ponds now existing or which may hereafter be constructed either within the Neighborhood or adjacent or near thereto, whether for the purpose of irrigation or other use, or the placement of any matter or object in such lakes and/or ponds is prohibited. The Declarant and/or the Association shall have the right to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and ponds, in accordance with applicable local, county, state and federal regulations. Such lakes and ponds shall be part of the Common Area and shall be owned and maintained by the Association. Any Common Area embankments shall be maintained by the Association so that grass, plantings or other lateral support shall prevent erosion or the embankment to the lake or pond. The height, grade and contour of such embankments shall not be changed without the prior written consent of the Association or the ARB. Owners shall not interfere with, disturb or remove any plantings installed by the Declarant on such embankments.

ARTICLE 6 - ASSESSMENTS

Section 6.01 Creation of the Lien; Personal Obligations of Assessments. The Declarant covenants, and each Owner of a Lot shall by acceptance of a deed therefor, regardless of whether it shall be so expressed in any such deed or other conveyance, be deemed to covenant and agree to all the terms and provisions of this Declaration and to pay the Association any and all annual and special assessments, and any and all other assessments to be established and collected as herein provided (including but not limited to assessments payable to the Association). As Vacant Lots (as defined hereinbelow) and Spec Lots (as defined hereinbelow) are not improved or may not receive certain services, Declarant and any other record title owner of a Vacant Lot or a Spec Lot (including Builders) shall not be assessed uniformly with record title owners of Lots containing completed Residential Units which are not Spec Lots. The Declarant guarantees the Deficiency (as defined below) until the earlier to occur of either (a) December 31 of the year in which this Declaration is recorded; or (b) Turnover, provided, however, that the guaranty period shall be automatically renewed for successive periods of one (1) year each (however, in no case shall a guaranty period extend past the Turnover), unless Declarant provides notice of Declarant's decision to discontinue Declarant's guaranty of the Deficiency to the Association prior to the expiration of the prior guaranty period (for example, by including such a notation in the Association's budget). The guaranty amounts do not include any initiation fees, which shall be payable as provided elsewhere in this Declaration. Notwithstanding any provision of this Declaration to the contrary, during the guaranty period(s), Declarant shall be excused from payment of assessments for Lots and/or proposed Lots that they own, and instead, Declarant shall pay that portion of the Common Expenses actually incurred which exceeds the amounts assessed against other Owners and other Association revenues (the "Deficiency"). The Declarant's obligation to pay the Deficiency shall not include any obligation to pay initiation fees. If the guaranteed annual assessments amount set forth above does not initially include the cost of "communications services," as defined in Section 202.11, Florida Statutes, information services, internet services or electronic monitoring services obtained pursuant to bulk contract(s), and the Association subsequently enters into one (1) or more of such bulk contract(s), then the guaranteed assessments for each Lot shall increase to reflect any of such additional costs. Following the expiration of Declarant's guaranty, the Declarant shall pay assessments applicable to its respective ownership in the Lots or proposed Lots, as described herein. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment became due. The personal obligation for delinquent assessments shall not pass to the Owner's successors in title unless expressly assumed by them. In the case of co-ownership of a Lot, all of such co-owners shall be jointly and severally liable for the entire amount of the assessment. The Association shall, upon demand, at any time, furnish to any Owner liable for an assessment a certificate in writing signed by an officer or other authorized representative of the Association, setting forth whether said assessment has been paid. Such certificate shall be prima facie evidence of payment of any assessment therein stated to have been paid.

Section 6.02 Annual Assessments. The Association shall levy against the Lots, and the Owners thereof, annual assessments as provided herein. The annual assessments levied by the Association shall be used for the improvement, maintenance, enhancement, replacement and operation of the Common Property and to perform all obligations and services which the Association is authorized or required to provide including, but not limited to, the cost of road, lake and surface water maintenance, security, street lighting, signage, the payment of taxes and insurance premiums, construction, repair or replacement of improvements to Common Property, payment of the costs to acquire labor, equipment, materials, management and supervision necessary to carry out its authorized functions, the payment to any service provider for the cost of cable television, radio, internet access or other communication or data

transmission service which is uniformly provided to all Lots, without separate charge to the recipient, and for the payment of principal, interest and any other charges connected with loans made to or assumed by the Association for the purpose of enabling the Association to perform its authorized or required functions. The Association may, but shall not be obligated to (unless required by law), establish reserve funds to be held in reserve in an interest bearing account or investments as a reserve for (a) major rehabilitation or major repairs to Common Property that must be replaced on a periodic basis, (b) emergency and other repairs required as a result of storm, fire, natural disaster or other casualty loss, (c) insurance premiums or taxes, and (d) such other items as the Board may deem appropriate.

Section 6.03 Special Assessments. In addition to the annual assessments authorized by Section 6.02 hereof, the Association may levy against Lots, and the Owners thereof, special assessments for the purpose of defraying, in whole or in part, the costs of any acquisition, construction or reconstruction, unexpected repair or replacement of a described capital improvement upon Common Property or easements, including the necessary fixtures and personal property related thereto, or for other purposes as determined by the Board. Except for Vacant Lots and Spec Lots, which shall be exempt from same, each Lot shall be responsible for an equal pro rata share of the special assessment.

Section 6.04 Individual Assessments. In addition to any other assessments for which provisions are made in this Declaration, the Association shall be and hereby is authorized and empowered to establish, make, levy, impose, enforce and collect against and from a particular Lot and the Owner of such Lot an individual lot assessment for:

A. costs and expenses incurred by the Association in bringing a particular Owner or his particular Lot into compliance with the provisions of this Declaration, including any action taken or cost or expense incurred by the Association to cure and eliminate any violation of or noncompliance with the provisions of this Declaration, following the failure of such Owner, within thirty (30) days following written notice from the Association of the nature of the violation of or non-compliance with this Declaration, to cure or remedy such violation or non-compliance;

B. costs and expenses, including reasonable attorneys' fees, whether or not suit be brought, incurred by the Association in the enforcement of the provisions of this Declaration against a particular Lot or the Owner of such Lot;

C. costs and expenses incurred by the Association in furnishing or providing labor, services and materials which benefit a particular Lot or the Owner of a particular Lot; and

D. reasonable overhead expenses of the Association associated with any individual lot assessment established, made, levied, imposed, collected and enforced pursuant to this Section 6.04, in an amount not to exceed ten percent (10%) of the actual costs and expenses incurred by the Association for any individual assessment specified in this Section 6.04.

Section 6.05 Annual Assessment Budget. Prior to the beginning of each fiscal year, the Board shall prepare and adopt an itemized budget which sets forth the estimated revenues and expenses (for both operations and reserves, if applicable) of the Association for the upcoming fiscal year. Each Lot, with the exception (i) of the exempt property described in Section 6.11 below and (ii) Vacant Lots and Spec Lots as provided below, shall be responsible for an equal pro rata share of the annual assessment. Notwithstanding any provision of this Declaration to the contrary, any Lot that does not have a Residential Unit constructed thereon as evidenced by a certificate of occupancy (a "**Vacant Lot**") and any Lot that has a Residential Unit constructed thereon but is owned by the Declarant or a Builder (a "**Spec Lot**") shall be assessed at fifty percent (50%) of the assessment assessed to Lots with Residential Units

constructed thereon and owned by Owners other than Declarant or a Builder. The Vacant Lot assessment and the Spec Lot assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in determining each Owner's pro rata share of the assessment budget. At such time as Lot with a Residential Unit is conveyed by the Declarant or a Builder to an Owner, then the Vacant Lot or Spec Lot, as applicable, shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of all applicable assessments. The annual assessment budget format shall be determined by the Board from time to time, subject to any provisions of applicable law. A copy of the budget, along with written notice of each Residential Unit's share of annual assessments, shall be sent to Owners prior to the date on which the payment of the first installment of the annual assessment is due, but a failure to do so shall not in any event excuse an Owner's obligation to pay such assessment.

Section 6.06 **Date of Commencement of Annual Assessments; Due Dates.** Each Lot (and the Owner thereof) which has been submitted to the terms of this Declaration and which contains a Residential Unit for which a final certificate of occupancy has been issued, shall be liable for its pro rata share of all assessments, except for (i) any Lots owned by Declarant during the time period Declarant has guaranteed payment of the Deficiency and (ii) Vacant Lots and Spec Lots, which shall be subject to assessments as provided in Section 6.05 hereinabove. The annual assessments provided for herein shall be due and payable in advance in equal quarterly installments on the first day of each calendar quarter, or such other period as may be approved by the Association. If, as to a particular Lot, any annual assessments are to commence at the time of the closing of the conveyance of such Lot, then (i) the pro-rata portion of the quarterly (or other periodic) installment of the annual assessment shall be collected from the buyer of such Lot and shall be remitted to the Association or (ii) the monthly installment of the annual assessment shall be collected from the Builder, as the owner of such Lot and shall be remitted to the Association.

Section 6.07 **Initiation Fee.** At the closing of the sale of each Lot with a Residential Unit from the Declarant or any Builder to a third party, the purchaser thereof shall pay an initiation fee to the Association, which shall be used by the Association to offset administration costs in connection with the change in membership as well as to pay operating or any other expenses of the Association. The initiation fee as of the sale of the first Lot shall be FOUR HUNDRED AND NO/100 DOLLARS (\$400.00), which amount may thereafter be increased, but not decreased, by the Association from time to time, and shall apply uniformly to all Lots.

Section 6.08 **Maximum Annual Assessment.** Until January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the annual assessment shall be in an amount as set forth in the Association budget. The foregoing annual assessment is in addition to any and all assessments and other financial obligations which an Owner may have to the Association.

From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner other than Declarant, the maximum annual assessment may be increased each year: (a) upon approval by a majority of the Board without a vote of the Members, by an amount not greater than fifteen percent (15%) per year, compounded annually, or (b) upon approval of two-thirds (2/3) of each class of Members voting in person or by proxy at a meeting duly called for such purpose, by an amount greater than fifteen percent (15%) per year, compounded annually, as hereinabove provided.

The Board may fix the annual assessment at an amount not in excess of the maximum.

Section 6.09 **Effect of Non-Payment of Assessments; Personal Obligation of the Owner; Lien; Remedies of Association.** If assessments are not paid on the dates due (being the dates specified in this Article 6 then such assessments shall become delinquent and shall, together with interest thereon and

costs of collection thereof as hereinafter provided, become due and payable and be a continuing lien on the Lot which shall bind such Lot and the then Owner, the Owner's heirs, devisees, personal representatives, successors and assigns. The obligation of the Owner to pay such assessment, however, shall remain a personal obligation. The Association may record a notice of lien for delinquent assessments among the public records of the county in which the Property is located, and foreclose the lien in the same manner as a mortgage. The lien shall not be valid against subsequent bona fide purchasers or mortgagees for value unless so recorded. Upon recording, the lien shall secure the amount of delinquency stated therein, the cost of preparing and recording any such notice of lien (including, but not limited to reasonable attorneys' fees), all additional costs of enforcement (including, but not limited to reasonable attorneys' fees), all interest and late fees from time to time assessed on such delinquencies and all unpaid assessments thereafter until satisfied of record.

If any assessment is not paid within fifteen (15) days after the date such assessment is due, the Association may impose a late charge of not more than fifty and No/100 Dollars (\$50.00). Any delinquent assessment shall bear interest from the date when due at the highest lawful rate of interest per annum, and the Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, and there shall be added to the amount of such assessment all costs and reasonable attorneys' fees incurred in connection therewith at all pre-trial, trial, appellate and post-judgment levels, including, but not limited to, the costs of preparing and filing the complaint in such action, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the court together with the costs of the action.

Section 6.10 Subordination of the Lien to Mortgages; Mortgagees' Rights. The lien of assessments provided for herein is subordinate to the lien of any first mortgage given to an Institutional Lender now or hereafter placed upon a Lot or Residential Unit; provided, however, that (i) such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such property pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure, and (ii) such subordination shall not relieve the Institutional Lender from its obligation to pay any assessments to the extent required by Florida Statutes Section 720.3085(2)(c), as amended from time to time. Such sale or transfer shall not relieve such Lot or Residential Unit from liability for any assessments thereafter becoming due, nor from the lien of any such subsequent assessment. An Institutional Lender that holds a first mortgage upon any Lot, upon request, shall be entitled to written notification from the Association of any default of the Owner of such Lot of any obligation hereunder which is not cured within sixty (60) days. The Association may provide such notice without receiving a request from said Institutional Lender.

Section 6.11 Exempt Property. The following property subject to this Declaration shall be exempted from the assessments, charge and lien created herein: (a) all Common Property; (b) all property dedicated for recreational use pursuant to this Declaration (if any); (c) property which is used in the Surface Water Management System (excluding, however, any Lots); (d) Lots or Residential Units owned by Declarant for so long as Declarant is excused from the payment of assessments pursuant to the provisions of Section 6.03 above. Prior to Turnover, in no event shall Declarant or any Builder be subject to assessments for reserves or special assessments, nor shall Declarant have any obligation to deficit fund reserves.

Section 6.12 Collection of Assessments. Assessments allocated to any Lot shall be billed and collected by the Association. Such billings may be accomplished using annual coupon books containing payment coupons to be remitted to the Association on a periodic basis with the Owner's payments. Each

Owner shall be liable for the payment of all assessments levied against such Owner by the Association, together with its costs of collection and reasonable attorney's fees.

Section 6.13 **Multi-Media Services.** Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television, internet service, high speed access, satellite dish providers or other services ("**Multi-Media Services**") for the provision of Multi-Media Services to the Neighborhood and all Lots included therein. If such agreement is established, the fees for the Multi-Media Services payable to the multi-media service provider shall be a Common Expense. No Lot Owner may avoid or escape liability for any portion of these Common Expenses by election not to utilize any one or all of the Multi-Media Services. If Declarant executes any such agreement for Multi-Media Services, Declarant shall be entitled to retain for its sole benefit any marketing fees, door fees, or other consideration payable by the provider to Declarant and neither the Lot Owner nor the Association shall have any claim to such payments.

ALL PERSONS ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY BE A PARTY TO A CONTRACT FOR THE MULTI-MEDIA SERVICES SERVING THE NEIGHBORHOOD FOR A TERM WHICH EXTENDS BEYOND THE TURNOVER DATE AND THAT, IF SO PROVIDED IN SUCH CONTRACT, THE ASSESSMENTS PAYABLE AS TO EACH LOT WILL INCLUDE CHARGES PAYABLE BY THE ASSOCIATION UNDER SUCH CONTRACT, REGARDLESS OF WHETHER OR NOT THE OWNER OR MEMBERS OF SUCH LOT ELECT TO RECEIVE THE MULTI-MEDIA SERVICES.

ARTICLE 7 ARCHITECTURAL CONTROL

Section 7.01 **Architectural Review Board.** No building, fence, wall or any other structure shall be commenced, erected, or maintained upon the Property, nor shall any exterior addition to, change, alteration or repair therein be made until the plans and specifications showing the nature, kind, shape, height, color, materials and location of the same shall have been submitted to and approved in writing by the Architectural Review Board of the Association, pursuant to and to the extent required by the Declaration.

Section 7.02 **Establishment of Architectural Review Board.** There is hereby established an Architectural Review Board, or ARB. Notwithstanding anything herein to the contrary, in no event shall the terms of this Section in any way apply to the Declarant or any Builder.

Section 7.03 **Duties and Functions of ARB.** The duties, powers and responsibilities of the ARB shall be as follows:

A. The ARB shall consist of three (3) or more persons designated by Declarant. At such time as Declarant no longer owns any real property within the Property (or earlier at Declarant's option), Declarant shall assign to the Association the rights, powers, duties and obligations of the ARB, whereupon the Board shall appoint the members of the ARB and shall provide for the terms of the members of the ARB. A majority of the ARB may take any action of the ARB and may designate a representative to act for it. In the event of death, disability or resignation of any member of the ARB, a successor shall be designated as provided in this Section.

B. The ARB shall have the right of specific approval or veto of all architectural, engineering, platting, planning, drainage and landscaping aspects of the improvement or development of any individual Residential Unit or subdivision, tract, or parcel of land within the Property, provided,

however, that the ARB shall not have the right of approval or veto for any architectural, engineering, platting, planning, drainage and/or landscaping aspects of the improvements or development of any individual Residential Unit, Lot or Tract within the Property by or on behalf of Declarant or any Builder. The ARB shall ensure compliance of any and all improvements or developments with the "Design Guidelines" and "Community-Wide Standard" (as those terms are defined in the Declaration) and the Declaration.

C. No landscaping shall be installed or removed, nor shall any building, wall, walk, dock, pool, enclosure or addition to a house or other structure be constructed, erected, removed or maintained, nor shall any addition to nor any change or alteration therein be made, until the plans showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing, by the ARB. In approving or disapproving plans, the ARB shall consider the suitability of the proposed building, improvements, structure or landscaping and materials, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ARB shall fail to specifically approve or disapprove the plans submitted in final and complete form, within thirty (30) days after written request for approval or disapproval, such plans shall be deemed approved.

D. There is specifically reserved unto the ARB, the right of entry and inspection upon any Residential Unit for the purpose of determination by the ARB as to whether there exists any construction of any improvement which violates the terms of any approval by the ARB or the terms of this Declaration or of any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference.

E. Each of the Declarant and the ARB has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in the Declarant or ARB's sole discretion and a prior grant of a similar waiver shall not impose upon the Declarant or ARB the duty to grant new or additional requests for such waivers.

F. The Association, Declarant, ARB or any officer, employee, director or member thereof shall not be liable in any way to any persons submitting plans for approval or any other person or entity by reason of mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval, disapproval or failure to approve any plans or the taking of any action described in this Section. Every person who submits plans for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit whatsoever against the Association, Declarant or ARB or any officer, employee, director, shareholder, partner or member thereof.

G. If the ARB approves any improvement or other item pursuant to this Section 7 (the "Approved Improvement"), the Owner may also be required by the County to obtain a permit and comply with applicable code provisions in connection with such Approved Improvement.

ARTICLE 8 - ENFORCEMENT OF RULES AND REGULATIONS

Section 8.01 **Compliance by Owners; Initial Rules and Regulations.** Every Owner and other occupant of a Lot or Residential Unit shall comply with the restrictions and covenants set forth in this Declaration and any and all rules and regulations adopted by the Board. The rules and regulations contained in this Declaration are further defined and controlled by the Community-Wide Standard, as adopted by the Board, and which may be amended from time to time. The Association shall be and is responsible and obligated to perform the duties and to enforce the terms, conditions, covenants,

restrictions, easements and provisions in this Declaration. Notwithstanding the foregoing, or anything in this Declaration to the contrary, Declarant and all Builders shall be exempt from any ARB consent or approval required pursuant to this Section or anywhere else in this Declaration. The following are the initial rules and regulations of the Association which may be amended, modified or added to from time to time as provided in the Bylaws.

A. Residential Units. Except as otherwise provided herein or approved by Declarant, all Residential Units constructed on the Property shall be used for residential purposes only. The use of any Residential Unit for occupancy by owners, renters, or guests is acknowledged to be and shall be deemed a residential purpose and the same shall be a permitted use. Upon approval of the Board (which approval may be withheld in the Board's sole and unfettered discretion), and subject to applicable local government ordinances, Residential Units may also be used for certain designated home occupations. Residential Units may not be used as models nor as real estate sales offices without the prior written consent of Declarant so long as the Declarant owns any portion of the Property, provided, however, that Residential Units owned by Builders can be used for such purposes without Declarant's consent. Any violation of the foregoing rule against use of any Residential Unit as a model or real estate sales office, and continuance of such violation after written notice from Declarant to quit such use, shall constitute a violation of a restrictive covenant for the benefit of Declarant, which violation will result in damages of an amount which is impossible to ascertain with certainty, in consequence of which each person violating such restriction agrees by the acceptance of a deed, lease, or any right of occupancy in the Property that the Declarant shall be entitled to recover from any such violator liquidated damages in an amount equal to \$1,000.00 per day from and after the 10th day after written notice of such violation and demand to quit is delivered to the violator or posted on the Lot on which such violation shall occur. Such damages are payable to the Declarant and not the Association, and do not constitute fines but rather liquidated damages, so are not subject to the limitations contained in Section 720.305(2), Florida Statutes. The provisions of this Section requiring the consent of the Declarant, and consequences of a violation thereof shall not be amended or modified without the written consent of the Declarant. All Residential Units within the Neighborhood shall contain a minimum of one thousand five hundred (1,500) square feet of air-conditioned living area. No Residential Unit shall exceed thirty-five (35) feet in height.

B. Common Property. Common Property shall be improved, maintained, used and enjoyed for the common recreation, health, safety, welfare, benefit and convenience of all and their guests and invitees.

C. Temporary Buildings. No structure of a temporary nature or character, including but not limited to, tents, trailers, house trailers, mobile homes, campers, vans, motor homes, recreational vehicles, shacks, sheds, barns, boats, tanks, or temporary or accessory buildings or structures shall be erected or permitted to remain on the Property (except in enclosed garages with the garage door to remain closed at all times; provided, however, the foregoing shall not restrict or prevent the construction and maintenance of temporary construction and sales models and such other temporary facilities by Declarant or any Builder as are essential to the development, construction and sale of Residential Units, including, but not limited to, construction trailers, sheds and material compounds, provided that the same are in compliance with appropriate governmental requirements applicable thereto).

D. Trash and Garbage. No lumber, metals, bulk materials, refuse, rubbish or trash shall be kept, stored or allowed to accumulate on the Property except building materials during the course of construction of any approved structure. Household refuse, rubbish and trash shall be placed in sealed containers which may be placed in the open on any day that a pick-up is to be made at such place as will be accessible to persons making such pick-up, provided that said containers shall not be permitted to remain in the open for more than twelve (12) hours on said day. At all other times, such containers shall

be stored so that they cannot be seen from surrounding property or from the street(s) adjacent to the Lot. All containers shall conform to such specifications as the Association may from time to time adopt.

Notwithstanding anything herein to the contrary, the Association shall have the option, in its sole and absolute discretion, to elect to retain a valet trash service whereby trash or other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis ("Valet Trash Service"). The cost of such Valet Trash Service, if established, shall be assessed to each Lot in accordance with Section 6.02.

E. Burial of Pipe and Tanks. Without the prior written consent of the Declarant (so long as Declarant owns any portion of the Property) and the Association: (i) other than the installation of same in conjunction with the original construction of Residential Units and/or original construction of other original improvements to be constructed within the Property, no water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained on the Property above or below the surface of the ground, except hoses and movable pipes used above-ground for irrigation purposes and (ii) no property shall be used for the purpose of boring, mining, quarrying, exploring for or removing oil or other hydrocarbons, phosphates, minerals, gravel or earth. Provided, however, that the Declarant may conduct such activities on any portion of the Property which it owns, and nothing contained herein shall prohibit or restrict removal of fill or earth materials to construct or create approved drainage structures or landscaped berms, Residential Units, or any other improvements contemplated and permitted by this Declaration or in connection with the initial grading and development of any portion of the Property.

F. Nuisance. Nothing shall be done on the Property which is illegal or which may be or may become an annoyance or nuisance, including, but not limited to, offensive odors and noises. In the event of any questions as to what may be or become a nuisance, such questions shall be submitted to the Association for a decision in writing and its decision shall be final.

G. Weeds and Underbrush: All Lots shall be landscaped with grass approved by the ARB, and shall have underground sprinkler systems providing one hundred percent (100%) coverage of grass and landscaping, with operating rain sensors. No grass, weeds, underbrush or other unsightly growths more than twelve (12) inches tall shall be permitted on any Lot, and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on any Lot. In the event an Owner shall fail or refuse to comply with the foregoing, then the Association may enter upon said Lot and remediate the same at the expense of the Owner, and such entry shall not be deemed a trespass; except, however, that the Owner shall be given fifteen (15) days prior written notice of such action. In such event, the rights of the Association set forth in Article 4 shall apply. Notwithstanding any provision herein to the contrary, prior to any Owner's removal or substantial pruning of any tree within a Lot or Common Area, such Owner may be required to obtain authorization from the County approving such removal or substantial pruning.

H. Vehicle Parking. The Board may from time to time promulgate rules which restrict, limit or prohibit the parking scheme for personal passenger vehicles, commercial vehicles, buses, trailers, recreational vehicles, self-propelled motor homes, motorcycles and boats (collectively, "Vehicles"). The parking of any Vehicle on any street within the Property is prohibited; provided, however, parking shall be permitted within driveways and on areas within the Property where parking spaces have been approved by applicable governmental authorities and identified by striping on the pavement or curb. All commercial vehicles, recreational vehicles, trailers, self-propelled motorhomes, motorcycles and boats shall be parked in enclosed garages at all times. All such rules, if and when promulgated by the Board, shall have the same force and effect as if promulgated and initially made a part of this Declaration. No unregistered or inoperable motor vehicle or trailer of any kind may be disassembled, serviced or repaired

on the Property except in an enclosed garage with the garage door remaining closed except when open as needed to permit ventilation and ingress/egress. No vehicles longer than twenty-one feet (21') or taller than eight feet (8') shall be permitted to be parked anywhere on the Property. Vehicles of Declarant, any Builder, any contractor, subcontractor, supplier, consultant or invitee of Declarant or any Builder and any employees of the foregoing parties shall be exempt from the foregoing parking restrictions.

I. Clothes Drying Area. No portion of any of the Property shall be used as a drying or hanging area for laundry of any kind unless the area is fully screened from view from adjacent property or streets.

J. Antennas, Aerials. There shall be no exterior radio, television, dish antenna or other antenna or device for sending or receiving electromagnetic signals (collectively, the "Equipment") erected or maintained on the Property without the prior written approval of the ARB, except as otherwise allowed by law, and except that an antenna system or systems may be constructed and maintained by the Association or its designee. In no event shall the Equipment be visible from any street.

K. Drainage. No changes in elevations of any portion of the Property shall be made which will cause undue hardship to adjoining real property within the Property.

L. Underground Wires. Other than for the installation of lines or wires for communication or data transmission or the transmission of electrical current in conjunction with the original construction of Residential Units and/or the original construction of other original improvements to be constructed within the Property, no lines or wires for communication or the transmission of electrical current shall be constructed, placed or permitted to be placed on any Lot unless the same shall be underground and specifically permitted in writing by the ARB.

M. Animals. Except for dogs, cats and small mammals which may be kept and maintained on the Property, no reptiles, livestock, poultry, or animals of any kind, nature or description shall be kept, raised or maintained on the Property, other than those allowed pursuant to this subsection. In addition, in no event may any animal be bred or otherwise maintained on the Property for business or commercial purposes. Dogs, cats and aquarium kept fish, raised or maintained on any Lot or within any Residential Unit, may only be so kept, raised and maintained in numbers deemed reasonable by the Declarant or the Association, in the exercise of their sole discretion. More than two (2) dogs and/or cats kept, raised or maintained on any Lot and/or within any Residential Unit shall prima facia be considered unreasonable. Notwithstanding the foregoing, no such dogs, cats or aquarium kept fish may be kept, raised or maintained on the Property under circumstances, which, in the sole judgment of the Declarant or the Association, shall constitute an unreasonable annoyance, hazard, or nuisance to residents in the vicinity or an unreasonable interference with the comfortable and quiet use, occupation and enjoyment of other Lots or portions of the Property. All dogs must be on leashes when they are not in a Residential Unit. In addition, any person walking a pet within the Property shall not allow any such pet to trespass on any other Owner's Lot and shall remove and properly dispose of any pet waste deposited on any portion of the Property by such Owner's pet.

N. Business. Except as expressly contemplated in this Declaration or the Plat, no manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever will be conducted or carried on or upon any Lot or within any Residential Unit. At such time as the Declarant no longer owns any portion of the Property, such approval shall be granted or withheld by the Association in the sole and absolute discretion of the Board. The use of any Residential Unit(s) for occupancy by

owners, renters, or guests shall not be deemed to involve manufacturing, trade, business, commerce, industry, profession or other occupation whatsoever and the same shall be a permitted use.

O. Leases. Prior to leasing a Residential Unit, the Owner thereof shall notify the Association in writing that the Owner intends to lease the Residential Unit and shall provide the Association with a copy of the lease prior to execution. If an Owner intending to lease or rent his Residential Unit is delinquent in the payment of any Assessments, the Association shall be entitled to refuse to allow the Owner to rent or lease his Residential Unit until such delinquency is made current. Upon execution of such a lease, the Owner shall provide the Association with an executed copy of the lease. The Association shall have the right to require upon notice to all Owners that a substantially uniform form of lease or sub-lease be used by all Owners (including Declarant) intending to rent or lease after said notice and to provide such form as a Common Expense. No lease shall be for a period of less than seven (7) consecutive months in duration, and no more than two (2) leases shall be permitted in any twelve (12) month period. Declarant and Builders shall be exempt from the provisions of this Section, and this Section shall not be amended without the express prior written consent of Declarant for so long as Declarant owns any portion of the Property. In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Residential Unit shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Residential Unit is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Residential Unit is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Residential Unit according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Residential Unit, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Residential Unit. In addition to any notice to a tenant of a Lot permitted to be given by law, an Owner by acceptance of a deed to a Lot, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Residential Unit of any delinquency by the Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act. ("FDCPA") 15 U.S.C. Section 1692 *et seq.*

P. Division of Lands; Prohibition Against Timesharing. No Lot shall be subdivided or its boundary lines changed except (i) by Declarant as to the Lots owned by Declarant, (ii) by any Builder as to Lots owned by such Builder and with Declarant's consent (which shall not be unreasonably withheld) and (iii) otherwise except with the prior written approval of the Board. The Board may permit a division in ownership of any Lot intended for a single family detached residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Lots. Declarant hereby expressly reserves the right to replat any Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. No portion of the Property shall be

made subject to any type of timeshare program, interval ownership, vacation club or similar program (except for hotel lodging purposes by Declarant) whereby the right to exclusive use of the Residential Unit or other Lot rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership of such property by joint tenants or tenants-in-common nor shall it prohibit ownership by an owner who is not a natural person. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

Q. Maintenance of Parking Areas, Etc. All setback areas, yards, walkways, driveways and parking areas and drainage swales (if any) shall be maintained and kept in a neat and clean condition, free of refuse and debris.

R. Maintenance of Certain Improvements on or adjoining Lots. At the election of the Association, all sidewalks (if any), irrigation systems, landscaping and landscape lighting located on Lots (including, but not limited to, those portions located on any roadway Tracts adjoining Lots in the area between the Lot line and the curb or edge of the paved roadway adjoining any Lot) shall be maintained and repaired by the respective Owners of the Lots. Maintenance of the sidewalk by the Owner shall consist of pressure-washing as needed to keep the same in a safe and reasonably clean condition. Maintenance of landscape lighting shall mean keeping all landscape lighting fully functional, operating at the times required by the ARB, in the manner in which it was installed, pursuant to plans approved by the ARB, with all power consumption paid by the Owner. Maintenance of landscaping and irrigation shall mean keeping all landscaping in live, healthy, and growing condition, properly watered (including compliance with governmental watering restrictions) by a fully functional irrigation system, weeded, mowed, edged, and/or trimmed as applicable, with all water consumption paid by Owner. In the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Owner shall be responsible for the replanting, repair and/or replacement of such landscaping with similar sound, healthy plant materials, except as otherwise allowed by law. No trees may be planted by any Owner under or within ten (10) lateral feet of any overhead utility wire, or over or within five (5) feet of any underground water, sewer, transmission line or other utility. In the event any irrigation system or landscape lighting components cease to be fully functional (including but not limited to light fixtures, light bulbs, electric cables, outlet boxes, sprinkler heads, valves, timers and meters), the Owner shall repair or replace same as needed to maintain their full functionality, all at the Owner's sole cost and expense

Notwithstanding the foregoing, if the need for any maintenance or repair is caused solely by the activities of the Association or its agents, employees or contractors, then in such event the Association shall perform such maintenance or repair. Additionally, the Association shall be solely responsible for sidewalk repairs unless the need for such repairs is caused by the activities of the Owner or its agents, contractors, guests, licensees or invitees, in which event the Owner shall perform such repairs.

Notwithstanding anything in this Declaration to the contrary, the Association shall have the option, in its sole and absolute discretion, to elect to maintain one or more of the following improvements, to wit: sidewalks, landscape lighting, irrigation and/or landscaping on Lots or specified groups of Lots, including, but not limited to, mowing, edging, and fertilization of the grass, trees and shrubs on Lots. The Association shall further have the option of electing to maintain only certain types of plantings (such as, but not limited to, turf only) within landscaped areas, thereby requiring the Owners to maintain the remainder of the landscaped areas on their respective Lots. In the event the Association elects to maintain any of the foregoing improvements, the Association shall do so in a reasonably prudent manner, and may either (i) assess the cost of such maintenance as an annual assessment against all Lot Owners if the maintenance is being performed with respect to all Lots, or (ii) assess the cost of such maintenance

against the affected Lot Owners as individual assessments pursuant to Section 6.04 if the maintenance is being performed with respect to less than all Lots. At any time after its assumption of any maintenance of the foregoing improvements, the Association, in its sole and absolute discretion, may elect to terminate any such services, thereby reinstating immediately the obligation of the Owners to maintain the same; provided, however, that no such action shall be effective unless written notice of the termination of such services by the Association is sent to the affected Owners at least two (2) weeks in advance of any action taken.

If the Association has elected to maintain any of the foregoing improvements, the Association shall only be responsible for the replacement and/or repair of any of the improvements being maintained (including but not limited to dead or badly damaged landscaping) when such damage, as determined by the Association in its sole and absolute discretion, is the sole result of the Association's failure to properly maintain the same. In all other instances, including, without limitation, damage or destruction caused by the Owner, any of the Owner's agents, contractors, guests, invitees or licensees, any other third party not related to the Association, weather or natural causes, failure of parts, electric surges, expiration of useful life, or other events beyond anyone's control, the Owner shall be responsible for the repair or replacement of such improvements. If an Owner fails to perform repairs or replacements as provided herein, and the Association elects to do so, any cost incurred by the Association in such instances shall be charged to the Owner as an individual assessment as set forth in Section 6.04 hereof.

No Owner or any other party may change any grass or landscaping on any Lot or install any additional grass or landscaping on any Lot (except to replace dead or dying grass or landscaping) without ARB approval. The foregoing restriction shall not apply to Declarant or Builders, which may modify grass and landscaping on their Lots at any time without ARB approval. If an Owner seeks and obtains the approval of the ARB to install and maintain additional landscaping on such Owner's Lot, then the Owner obtaining such approval shall be required to maintain such additional landscaping on such Owner's Lot at such Owner's sole cost and expense.

S. Fences. Fences shall be permitted pursuant to the Community-Wide Standard, and in all events, all fencing must be approved in writing by the ARB.

T. Air Conditioners. No window or wall-mounted air conditioning units shall be permitted. All air conditioning units shall be screened from the street by fence or landscaping, as approved by the ARB.

U. Mailboxes. It is the requirement of the United States Postal Service to place all mailboxes in one location for access by all residents. The mailboxes shall be placed in a common area and will be accessible to all residents. It will be the obligation of the resident to arrange through the United State Postal Service access to the individual box delivery point.

V. Signage. No sign, billboard or advertising of any kind shall be displayed to public view on any part of the Property without the prior written approval of the ARB, and if approved by ARB such sign, billboard or advertising must comply with the County Land Development Code, as the same may be amended from time to time. Any such request submitted to the ARB shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twelve (12) inches in width and twelve (12) inches in height, to be placed in the front yard within three feet of a free standing mail box, or if no mail box exists then between four and ten feet inside the front Lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of a Lot Owner or his agent. The sign shall have a blue background with white letters. In no event shall

more than one (1) sign ever be placed on any Lot in any place. Notwithstanding the foregoing provisions, the Declarant specifically reserves to itself and grants to each Builder and to the agents, employees, nominees and assigns of Declarant and each Builder the right, privilege and easement to construct, place and maintain upon the Property such signs as Declarant or such Builder deems appropriate in connection with the development, improvement, construction, marketing and sale of any portion of the Property, and same shall not be subject to any of the foregoing restrictions. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Property shall be permitted.

(i) Security Sign Display. Any Lot Owner may display a sign of reasonable size provided by a contractor for security services within ten (10) feet of any entrance to the Home. The Association may promulgate Rules and Regulations in furtherance of this Section; provided, however, that no such rules or regulations will inhibit the rights of a Member pursuant to Section 720.304(6) of the Act.

(ii) Declarant and Builder Exemption; Amendment to Provisions Concerning Signs. Declarant and all Builders are each specifically exempt from the provisions of this Section 8.01(V), and as such shall each be entitled to erect such signs as it deems necessary or desirable in Declarant's or such Builder's sole discretion from time to time. No amendment or modification to this Section 8.01(V) pertaining to signs shall be effective without the prior written consent of Declarant and all Builders for so long as Declarant and any such Builders owns any portion of the Property.

W. Flags. Any Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4-1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

X. Lighting. No exterior lighting fixtures shall be installed on any Residential Unit without adequate and proper shielding of fixtures and without the approval of the ARB.

Y. Stormwater. No structure or landscaping that interferes with the stormwater drainage and retention system within the boundaries of the Property shall be permitted and no refuse shall be placed upon or allowed to remain on any part of any Lot within any easement area for storm water drainage or retention, and the storm water drainage and retention areas, including drainage swales (if any) or retention ponds, shall not be filled or otherwise changed, nor shall any improvements be installed therein, so as to alter or block the flow or the quantity of water. Owners of Lots which are subject to any drainage easement shall be required to maintain the surface of the easement area on the Lot (including but not limited to the mowing of turf therein) and keep the surface of the easement area free from obstructions, so as to facilitate the drainage of stormwater in accordance with the Surface Water Management System approved by applicable governmental authorities. If any Owner shall fail to comply with such requirements, the Association shall be entitled to cure such violation and levy an Individual Assessment against the Owner to recover the cost of such maintenance and the costs of collection thereof.

Z. Wells and Septic Tanks. No wells for any purpose shall be permitted on the Property. No individual sewage disposal system shall be permitted on any portion of the Neighborhood unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the ARB and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the ARB and all applicable governmental authorities. Septic

tanks are not permitted on any portion of the Property, except for sales centers, models or construction offices of Declarant and Builders or as otherwise permitted by the ARB in conjunction with temporary use.

AA. Garages and Garage Doors. All detached single family Residential Units shall have an attached enclosed garage for a minimum of two (2) automobiles, and all garage doors of any Residential Unit shall remain closed at all times when not in use for entry and exit to and from the garage, or for ventilation while in the garage.

BB. Swimming Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot. In-ground swimming pools may be constructed or installed subject to prior written approval by the ARB. All pool equipment shall be shielded from view. All swimming pools shall be screened or otherwise enclosed (including any applicable "baby" barriers) so as to meet all applicable local and state governmental requirements for screening and barriers, and all such screening and barriers may be constructed or installed subject to previous approval by the ARB.

CC. Storm Shutters. Subject to applicable law, storm shutters and other similar equipment shall only be permitted upon the prior written approval of the ARB in accordance with the ARB Guidelines. No hurricane or storm shutters shall be installed by an Owner unless the same are of a type and color approved by the ARB. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather. Any storm shutters shall be removed within ten (10) days following any severe weather event.

DD. Garage Sales. No Lot Owner shall be permitted to hold more than two (2) garage sales or other private sales of a similar nature within any twelve (12) month period, it being Declarant's intention to restrict and control such events from being a constant basis within the Neighborhood. A Lot Owner shall be required to provide the Board with prior written notice that a sale will be occurring, and such notice shall be delivered to the Association not less than five (5) business days prior to the date of such sale.

EE. Use of Common Areas. In order to promote the health, safety and welfare of the Owners and occupants of the Property and provide for the maintenance and preservation of the Common Areas and Property, the Declarant and the Association shall be entitled (but not obligated) to establish and enforce conditions governing the use of the Common Areas by third parties, including (without limitation) parties providing utility or other services to the Property. Accordingly, all third parties utilizing the Common Areas shall be required to comply with such conditions as may be determined by the Association and/or the Declarant, as applicable, to be reasonable and necessary to maintain, preserve and protect the Common Areas and the Property, and to preserve and protect the safety of persons and property from time to time located upon or within the Property. Conditions may be imposed, in particular, on any person or entity utilizing the Common Areas for the installation, maintenance, repair or replacement from time to time of utilities or any other improvements or facilities (a "Service Provider") pursuant to any easement, permit, license, right of use or similar right or privilege granted by either the Declarant or the Association (whether or not pursuant to this Declaration, a Plat of the Property or any other agreement or instrument) in order to accomplish the foregoing purposes and in order to avoid, if possible, the installation of improvements which interfere with the use of the Common Areas and/or detract from the appearance of the Common Areas and the Property. Such conditions may include, without limitation, the right of the Association or Declarant to:

(i) Require that the Service Provider submit a written request for authorization to utilize the Common Areas, in form and content (and accompanied by such additional documents and

information) as are reasonably required by the Association or the Declarant to adequately review and process same;

(ii) Require the Service Provider to pay a processing fee in an amount reasonably determined by the Association or the Declarant to compensate it for the cost of processing, reviewing and approving such request;

(iii) Require that improvements be installed below ground to the maximum extent practicable;

(iv) Approve the location of any improvements;

(v) Approve the size and composition of any above-ground improvements;

(vi) Approve the plans and specifications for all improvements;

(vii) Supervise construction, installation, repair and other activities;

(viii) Establish appropriate times for such activities to be conducted;

(ix) Require screening or landscaping around above-ground improvements;

(x) Minimize interference with other uses of the Common Areas and Property;

(xi) Impose safety, security and traffic control requirements;

(xii) Establish and enforce reasonable rules and regulations;

(xiii) Require the Service Provider to reimburse the Association or the Declarant for any actual, out-of-pocket expenses incurred or payable by the Association or the Declarant to others in order to perform any activities contemplated in this Section, including, without limitation, costs or fees of consultants, contractors and others who may be engaged to perform such activities or to monitor or enforce the provisions of this Section with respect to such Service Provider; and

(xiv) Take such other actions as are reasonable or appropriate in furtherance of the foregoing.

Nothing contained herein, however, shall be construed to impose upon the Declarant or the Association an affirmative obligation to establish such conditions, nor any particular condition listed above, nor shall either the Declarant or the Association be liable to each other or any Owner or other person for failure to establish or enforce any such conditions.

FF. Non-Waiver. No delay in enforcing these covenants and restrictions as to any breach or violation thereof shall impair, damage or waive the right of the Association to enforce the same, to obtain relief against or recovery for continuation or repetition of such breach or violation, or of any similar breach or violation thereof at a later time or times.

GG. Waivers. Each of the Declarant (so long as it owns any portion of the Property) and the Association has the right, but not the obligation, to grant waivers for minor deviations and infractions of these covenants. The granting of any waiver for any portion of the Property may be given or withheld in

the Declarant's or Association's sole discretion and a prior grant of a similar waiver shall not impose the duty to grant new or additional requests for such waivers.

Section 8.02 **Enforcement.** Failure of any Owner to comply with any restrictions, covenants, or rules and regulations shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, the imposition of one or more fines (which may become a lien against the Lot or Residential Unit, together with interest and costs of collection), or any combination thereof, including costs and attorney's fees incurred in bringing such actions, and if necessary, costs and attorney's fees for appellate review. Subject to the provisions of Florida Statutes, Section 720.305(3), as the same may be amended from time to time, the Association shall have the right to suspend use of Common Property for any Owner violating these covenants and restrictions for a period of time which is the longer of ninety (90) days or the duration of a continuing violation. The Declarant the Association or any Owner shall have the right to enforce the provisions of this Declaration, as more particularly set forth herein.

ARTICLE 9 – TURNOVER.

The Members of the Association other than the Declarant shall be entitled to appoint a majority of the members of the Board no later three (3) months after ninety percent (90%) of the Lots in all phases of the Neighborhood that will ultimately be operated by the Association have been conveyed to Owners (excluding conveyances and/or transfers to Builders and/or Declarant), unless otherwise required by law (the effective date of such transition of control being referred to as "Turnover"). The Declarant shall be entitled (but not obligated) to appoint at least one member of the Board for so long as the Declarant holds any portion of the Property for sale in the ordinary course of business, unless otherwise required by law.

ARTICLE 10 - INSURANCE AND CASUALTY LOSSES

Section 10.01 **Insurance.** The Board shall obtain blanket all-risk casualty insurance, if reasonably available, for all insurable improvements on the Common Area. If blanket all-risk coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard. In addition to the foregoing, the Association shall be obligated to obtain directors' and officers' liability insurance for the directors and officers of the Association.

Insurance obtained by the Association on any portion of the Property shall at a minimum comply with the applicable provisions of this Section 10.01, including the provisions of this Section applicable to policy terms, loss adjustment and all other subjects to which this Section applies with regard to insurance on the Common Area. All such insurance shall be for the full replacement cost. All such policies shall provide for a certificate of insurance to be furnished to the Association.

The Board shall also obtain a public liability policy covering the Common Area and the Association for all damage or injury caused by the negligence of the Association or any of its Members or agents. The public liability policy shall have at least One Million Dollars (\$1,000,000.00) of coverage for bodily injury, personal injury, and property damage from a single occurrence, and, if reasonably available, Five Million Dollars (\$5,000,000.00) of umbrella liability coverage.

The insurance obtained by the Association shall provide for thirty (30) day written notice to the Association prior to cancellation or modification of any insurance referred to therein.

Premiums for all insurance obtained by the Association shall be Common Expenses of the Association and shall be included in the Annual assessment. The policy may contain a reasonable deductible, and, in the case of casualty insurance, the amount thereof shall be added to the face amount of the policy in determining whether the insurance at least equals the full replacement cost. The deductible shall be paid by the party who would be liable for the loss or repair in the absence of insurance and in the event of multiple parties shall be allocated in relation to the amount each party's loss bears to the total.

All insurance coverage obtained by the Board shall be written in the name of the Association as trustee for the respective benefited parties, as further identified in Section B below. Such insurance shall be governed by the provisions hereinafter set forth:

A. All policies shall be written with a company licensed to do business in Florida which holds a Best's ranking of A or better and is assigned a financial size category of XI or larger as established by A.M. Best Company, Inc., if reasonably available, or, if not available, the most nearly equivalent rating.

B. All policies on the Common Area shall be for the benefit of the Association and mortgagees providing construction financing on the Common Area, if any.

C. Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related thereto.

D. In no event shall the insurance coverage obtained and maintained by the Association's Board hereunder be brought into contribution with insurance purchased by individual Owners, occupants, or their mortgagees.

E. The Association's Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(i) a waiver of subrogation by the insurer as to any claims against the Association's Board, its manager, Declarant, the Owners, and their respective tenants, servants, agents, and guests;

(ii) a waiver by the insurer of its rights to repair and reconstruct, instead of paying cash;

(iii) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of any one or more individual Owners;

(iv) a statement that no policy may be cancelled, invalidated, suspended, or subject to non-renewal on account of the conduct of any director, officer, or employee of the Association or its duly authorized manager without prior demand in writing delivered to the Association to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured by the Association, its manager, any Owner, or Mortgagee;

(v) that any "other insurance" clause in any policy exclude individual Owners' policies from consideration; and

(vi) that the Association will be given at least thirty (30) days prior written notice of any cancellation, substantial modification, or non-renewal.

In addition to the other insurance required by this Section, the Board shall obtain, as a Common Expense, worker's compensation insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, a fidelity bond or bonds on directors, officers, employees, and other persons handling or responsible for the Association's funds, if reasonably available, flood insurance, if required, and any and all other insurance required by law or determined to be reasonably necessary and/or desirable by the Board. The amount of fidelity coverage shall be determined in the directors' best business judgment but, if reasonably available, may not be less than three (3) months' assessments on all Residential Units, plus reserves on hand. Bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification, or non-renewal.

Section 10.02 **Individual Insurance.** By virtue of taking title to any portion of the Property, each Owner covenants and agrees with all other Owners and with the Association that each Owner shall carry blanket all-risk casualty insurance on such Owner's Residential Unit at full replacement value, with reasonable and customary deductibles and liability coverages as required by the Board. Upon request by the Association, an Owner shall, within 15 days of such request, provide the Association with a copy of a casualty insurance policy complying with the requirements of this Section. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising his property, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. The Owner shall pay any and all costs of repair or reconstruction which are not covered by insurance proceeds. In the event that the structure is totally destroyed, the Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the standards of the Property.

Section 10.03 **Damage and Destruction.**

A. Immediately after damage or destruction by fire or other casualty to all or any part of the Property covered by insurance written in the name of the Association, the Board or its duly authorized agent shall proceed with the filing and adjustment of all claims arising under such insurance, and shall obtain reliable and detailed estimates of the cost of repair or reconstruction of the damaged or destroyed Property. Repair or reconstruction, as used in this Section, means repairing or restoring the Property substantially the same condition which existed prior to the fire or other casualty, allowing for any changes or improvements necessitated by changes in applicable building codes.

B. Any damage or destruction to the Common Area shall be repaired or reconstructed unless at least two-thirds (2/3) of the members of the Board shall decide within sixty (60) days after the casualty not to repair or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage or destruction, or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not made available to the Association within said period, then the period shall be extended until such information shall be made available; provided, however, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to Common Area shall be repaired or reconstructed; provided, however, this provision shall not apply to construction mortgagees providing construction financing for such damaged property.

C. In the event that it should be determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative

improvements are authorized, then the affected portion of the Property shall be restored to its natural state and maintained by the Association in a neat and attractive condition consistent with the standards of the Property.

Section 10.04 **Disbursement of Proceeds.** If the damage or destruction to the Common Area for which the proceeds of insurance policies are paid is to be repaired or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in a capital improvements account. In the event no repair or reconstruction is made, any proceeds remaining after making such settlement as is necessary and appropriate with the affected Owner or Owners and their mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of any mortgagee of any portion of the Property and may be enforced by such mortgagee.

Section 10.05 **Repair and Reconstruction.** If the damage or destruction to the Common Area is to be repaired or reconstructed, and such proceeds are not sufficient to defray the cost thereof, the Board shall levy a special assessment against the Owners of Residential Units on the same basis as provided for annual assessments. Additional assessments may be made in like manner at any time during or following the completion of any repair or reconstruction.

ARTICLE 11 - CONDEMNATION

Any conveyance of Common Area in lieu of and under threat of condemnation must be approved by (i) the Board acting on the authorization of at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant, so long as the Declarant owns any property which may become subject to this Declaration, and at least two-thirds (2/3) of the members of the Board shall otherwise agree, the Association shall restore or replace such improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board. If such improvements are to be repaired or restored, the above provisions in Article 11 hereof regarding the disbursement of funds in respect to casualty damage or destruction which is to be repaired shall apply. If the taking does not involve any improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE 12 - DISTRICT REQUIREMENTS.

The provisions of this Article are included for purposes of complying with various requirements of the District. In the event of any conflict between any provision of this Article and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article will prevail. Furthermore, if so required by the District, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 12.01 **Surface Water Management System.** The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System, perform all maintenance responsibilities for any wetland areas and/or upland buffers located, meet all conditions of the District Permit, and successfully conduct all mitigation and/or monitoring responsibilities with respect to wetland areas and/or upland buffers located in, under, on, upon, through, and/or across the Property, at Association's sole cost and expense. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or reconstruction of the Surface Water Management System shall be permitted, or if modified, as approved in writing by the District. The Surface Water Management System, including any easements that may be components thereof, constitutes Common Area Property of the Association. The Association shall comply with the District Permit and all responsibilities assumed thereunder, all at Association's sole cost and expense. No Owner shall utilize, in any way, any of the drainage improvements within the Property or incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarant, the Association, and the ARB.

Section 12.02 **Powers of the Association.** The Association shall have all the powers set forth in Sections 617 and 718 of the Florida Statutes.

Section 12.03 **Association Membership.** All Owners of Lots within the Property are Members of the Association.

Section 12.04 **Association Existence.** The Association shall exist in perpetuity; however, if the Association is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Surface Water Management System is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 12.05 **Maintenance and Ownership of the Surface Water Management System.**

A. The Surface Water Management System within the Property, including any drainage, stormwater, or other easements of which such system may be comprised, constitutes Common Property. The Association shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the system as part of the Annual Assessments. Assessments shall also be used for the maintenance and repair of the Surface Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

B. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the system. By this

easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the District Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

Section 12.06 Amendments. Any amendment proposed to these documents which would affect the Surface Water Management System within the Property, Conservation Tracts or water management portions of the Common Areas beyond maintenance in its original condition, including water management portions of the Common Areas, must have the prior written approval of the District.

Section 12.07 Duration. All rules and regulations pertaining to the Surface Water Management System within the Property shall remain in effect for a minimum of twenty-five (25) years and shall be automatically renewed thereafter, unless a longer period is provided for elsewhere in this Declaration.

Section 12.08 Water Management District Permit. The District Permit and its conditions are attached hereto as **Exhibit "D"**. In addition, the registered agent for the Association shall maintain copies of all further permitting actions relating thereto for the benefit of the Association to the extent that same are not maintained in the records of the Association.

Section 12.09 Enforcement by the District. The District shall have the right to enforce, but a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of the Surface Water Management System, including the right to (i) a civil action for an injunction and penalties against the Association to compel it to correct any outstanding problems with the Surface Water Management System within the Property or in mitigation or Conservation Tracts under the responsibility or control of the Association, and (ii) at its option, if applicable, petition the Circuit Court as provided in Section 12.04 hereof.

Section 12.10 Additional Property. The Association or the Declarant have the power to accept into the Association additional properties that will utilize the same Surface Water Management System within the Property, as more particularly described in Article 2 hereof.

ARTICLE 13 –AMENITIES

Section 13.01 Conveyance of Amenities; Maintenance of Amenities. To the extent that the Association conveys any Common Area to the CDD, with amenities and/or infrastructure located thereon, or with amenities and/or infrastructure as may be constructed in the future, including any recreational facilities, parks, roads, alleys, street lighting, sidewalks, easements, drainage systems, water and sewer systems, utilities and any other infrastructure, improvements and property, real and personal (collectively, the "Amenities"), the CDD shall be responsible for the operation, maintenance, repair and replacement of such Common Area, together with the Amenities, from and after the date of conveyance to the CDD.

Section 13.02 Appurtenant Easement. Declarant, and its successors and assigns, grant to all Owners, including the Owners of any platted Lot within proposed phases, and their respective successors, assigns, guests, lessees and invitees, as an appurtenance to and as part of the ownership held by such Owner, but subject to this Declaration, the Articles and Bylaws and the rules and regulations promulgated by the Association, a perpetual non-exclusive easement of ingress, egress, use and enjoyment of the Amenities, over such property where the Amenities are located, with such easement to be shared in common with Declarant, the other Owners and their respective successors, assigns, guests, lessees and

invitees, and in all events subject to such rules and regulations regarding use of the Amenities as may be promulgated by the Board.

ARTICLE 14 - CDD

Section 14.01 Generally. The Property is within the Harmony Community Development District (the "CDD"). In the event that any portion of the Property is owned by the CDD, such facilities shall not be part of the Common Property, but will be part of the infrastructure facilities owned by the CDD (the "Facilities"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF THE PROPERTY WILL BE DESIGNATED COMMON PROPERTY OR FACILITIES OF THE CDD. FINAL DETERMINATION OF WHICH PORTION OF THE PROPERTIES WILL BE COMMON PROPERTY MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

Section 14.02 Creation of the CDD. The CDD issued Special Assessment Bonds ("Bonds") to finance a portion of the cost of the Facilities. The CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the CDD places Lots and non-residential development of the Property under the jurisdiction of the CDD. The CDD may be authorized to finance, fund, install, equip, extend, construction, reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, land acquisition, miscellaneous utilities for the community and other infrastructure projects, services necessitated by the development of, and serving lands within the Property (collectively, the "Public Infrastructure"). The estimated design, development, construction and acquisition costs of these facilities may be funded by the CDD in one or more series of governmental bond financings utilizing special assessment bonds or other revenue backed bonds. The CDD may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments (the "District Debt Service Assessments") levied on all benefiting properties in CDD which property have been found to be specially benefitted by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the CDD may also impose an annual non ad valorem special assessment to fund the operations of the CDD and the maintenance and repair of its Public Infrastructure and services ("District Maintenance Special Assessments").

Section 14.03 CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of the County and disbursed to the CDD. The homestead exemption is not applicable to the CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The initial amount of the District Debt Service Assessments per year per Unit and the total amount of District Maintenance Special Assessments are unknown at this time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the CDD. Any future CDD assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Lot. Failure to pay such sums may result in loss of property. The CDD may construct, in part or in whole,

by the issuance of Bonds certain facilities that may consist of roads, utilities and/or drainage system, as the CDD determines in its sole discretion.

Section 14.04 Common Property and Facilities Part of CDD. Portions of the Common Property may be conveyed to the CDD. Such Facilities will be part of the CDD and the CDD shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Property once conveyed to the CDD. ANY CONVEYANCE OF COMMON PROPERTY TO THE CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Property to either the CDD or the Association. If conveyed to the CDD, such Common Property shall become part of the CDD's Facilities. The CDD or Association may promulgate membership rules, regulations and/or covenants that may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the CDD and the inclusion of Facilities in the CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the Facilities as set forth in this Section.

Section 14.05 Facilities Owned by CDD. The Facilities may be owned and operated by the CDD or owned by the CDD and maintained by the Association. The Facilities may be owned by a governmental entity other than the CDD. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

Section 14.06 Declarant Easement. The CDD Facilities are hereby encumbered with the perpetual right of Declarant to access and enter the CDD Facilities at any time, for the purposes of inspection and testing of the CDD Facilities. Notice is hereby provided to the CDD and each Owner that Declarant shall have unfettered access and an easement.

ARTICLE 15 - GENERAL PROVISIONS

Section 15.01 Amendments by Members. Other than as set forth in this Section 15.01 below, and other than as otherwise specifically set forth in this Declaration, this Declaration may be amended at any duly noticed meeting of the Association provided that two-thirds (2/3) of each class of Members vote in favor of the proposed amendment. Notice to the Members shall be given at least fourteen (14) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of the Association shall execute an Amendment to this Declaration which shall set forth the amendment; the effective date of the amendment; the date of the meeting at which such amendment was adopted; the number of Members in attendance at the meeting; the number of Members voting in favor of the amendment; and the date that notice of such meeting was given to the Members. Such amendment shall be recorded in the Public Records. Notwithstanding anything in this Declaration to the contrary, as long as Declarant owns any interest in any portion of the Property, any amendment which affects rights granted to Declarant hereunder shall require Declarant's consent, which consent may be granted or withheld in Declarant's sole and absolute discretion.

Section 15.02 Amendments by Declarant. In addition to any other amendment rights granted to Declarant elsewhere herein, prior to Turnover as described in Article 9 herein, Declarant may amend this Declaration, at any time and from time to time, as to all or any portion of the Property unilaterally and

(except as hereinafter expressly provided) without the consent of the Board, any Owner or other person claiming an interest in the Property by, through or under any Owner in the following situations:

A. if such amendment is necessary to bring any provision of this Declaration into compliance with any applicable law;

B. if such amendment is necessary to enable any reputable title insurance company to issue title insurance coverage with respect to any Property;

C. if such amendment is required by an institutional or governmental lender, purchaser or guarantor of mortgage loans to enable such party to make, purchase or guaranty mortgage loans encumbering any Property;

D. if such amendment is necessary for the purpose of curing any error, ambiguity in or inconsistency between or among the provisions contained herein;

E. if Declarant determines such amendment is necessary; provided, however, that such amendment does not prejudice or impair to any material extent the rights of any Member or otherwise contravene Chapter 720, Florida Statutes.

Section 15.03 Declarant's and Builders' Rights. Prior to Turnover, Declarant reserves unto itself and declares and grants unto each Builder the following rights:

A. The right of Declarant to grant exceptions or variances from any of the use restrictions set forth herein without notice to or approval by other Owners or mortgagees.

B. Notwithstanding anything contained herein to the contrary in this Declaration, the Articles or Bylaws, Declarant and each Builder shall be entitled to use any unsold Lot as an aid in selling Lots or as a sales office, construction office, or parking lot, and shall further be allowed to place on the Property construction trailers, sales trailers and signs advertising the sale of Lots. Declarant and each Builder shall further have the right to transact on the Property any business to consummate the sale of Lots. All sales office and model furniture shall not be considered Association property but shall remain the property of Declarant and such Builders as applicable.

C. Declarant, for itself, its successors, assigns and the Association, hereby reserves a perpetual, non-exclusive easement, on, over, and under the Property, including all Lots and the Common Areas, for the necessary, ordinary, and reasonable maintenance and upkeep of lawns, landscaping and structures on the Property.

Section 15.04 Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 15.05 FHA/VA Approval. Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined herein, (ii) dedication of Common Area, and (iii) amendment of this Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development,

FHA and/or the VA that Declarant make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder or approval of the Association or any Owner or other party who may be affected.

Section 15.06 **Communication.** All communication from individual Lot Owners to Declarant, its successors or assigns, the Board or any officer of the Association shall be in writing in order to be deemed effective.

Section 15.07 **Conflicts.** In the event of a conflict between this Declaration and provisions of the Bylaws or the Articles, the terms of this Declaration shall control.

Section 15.08 **Assignment of Rights and Duties.** Any and all of the rights, powers and reservations of the Association and/or Declarant may be assigned to any person or entity which will assume the duties of the Association or Declarant, as the case may be, pertaining to the particular rights, powers and reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, such assignee shall, to the extent of such assignment, have the same rights and powers and be subject to the same obligations and duties as are herein given to and assumed by the Association or the Declarant. Further, the Association or the Declarant may from time to time delegate any and all of its rights, powers, discretions and duties hereunder to such agent or agents as it may designate.

Section 15.09 **Special Exceptions and Variations.** Unless the written consent of the Association is first obtained, no Owner other than Declarant (which shall not be required to obtain the Association's consent) shall file a request for zoning variations, special exceptions or zoning changes affecting or relating to any portion of the Property.

Section 15.10 **Municipal Service Taxing Units.** In order to perform the services contemplated by this Declaration, the Association or Declarant, in conjunction with local governmental authorities, may seek the formation of special purpose municipal service taxing units, benefit units or similar taxing districts ("MSTUs"). The MSTUs will have such responsibilities as are defined in their enabling resolutions, which may include, but are not limited to, maintaining roadway informational signs, traffic control signs, benches, trash receptacles and other street furniture, keeping roadways and roadside pedestrian easements clean of windblown trash and debris, mowing, payment of electrical charges, maintenance of drainage structures, maintenance of designated landscape areas, payment of energy charges for street and pedestrian lighting, and other services benefiting the Property. In the event such MSTUs are formed, the Property will be subject to assessment for the cost of services performed within the MSTU, and personnel working for or under contract with local governmental authorities shall have the right to enter upon lands within the Property to affect the services contemplated. Each Owner by acquiring lands within the Property agrees to pay each and every MSTU assessment and charges imposed upon the Owner's land in a timely manner, failing which such assessments and charges shall be a lien upon those lands, and the MSTU shall have the right to foreclose said lien pursuant to the MSTU's enabling resolution. The Association retains the right to contract with local governmental authorities to provide the services funded by the MSTU.

Section 15.11 **Enforcement.** Enforcement of these covenants, conditions and restrictions shall be by any proceeding at law or in equity and may be instituted by the Declarant, its successors or assigns, the Association, its successors or assigns, or any Member or Owner against any person or persons violating or attempting to violate or circumvent any covenant, condition or restriction, either to restrain violation or to recover damages, and against the land and to enforce any lien created by these covenants; and failure by the Association, Owner, Member, or the Declarant to enforce any covenant condition, or

restriction herein contained for any period of time shall in no event be deemed a waiver or estoppel of the right to enforce same thereafter. In connection with the said enforcement of these covenants, conditions and restrictions, the prevailing party shall be entitled to its reasonable attorney's fees and costs at all pre-trial, trial, appellate levels and post judgment levels.

Section 15.12 **Severability.** Should any covenant, condition or restriction herein contained, or any Article, Section, Subsection sentence, clause, phrase or term of this Declaration be declared to be void, invalid, illegal or unenforceable, for any reason, by the adjudication of any court or other tribunal having jurisdiction over the parties hereto and the subject matter hereof, such judgment shall in no way affect the other provisions hereof which are hereby declared to be severable and which shall remain in full force and effect.

Section 15.13 **Interpretation.** The Declarant shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all questions pertaining to the rights and responsibilities of the Declarant arising in connection with this Declaration and to construe and interpret such provisions, and its good faith determination, construction or interpretation shall be final and binding. The Board shall have the right, except as limited by any other provisions of this Declaration or the Bylaws, to determine all other questions arising in connection with this Declaration and to construe and interpret all other provisions, and its good faith determination, construction or interpretation shall be final and binding. In all cases, the provisions of this Declaration shall be given the interpretation or construction that will best tend toward the consummation of the general plan of improvements.

Section 15.14 **Authorized Action.** All actions which the Association is allowed to take under this Declaration shall be authorized actions of the Association as approved by the Board in the manner provided for in the Bylaws of the Association, unless the terms of this Declaration provide otherwise.

Section 15.15 **Termination of Declaration; Disposition of Common Property.** The Members of the Association may terminate this Declaration upon the affirmative vote of all outstanding votes of each membership class at a meeting of the Members duly called for such purpose. Such termination, however, shall not be effective until all applicable portions of the Common Property owned by the Association, including Conservation Tracts, are transferred to another not-for-profit corporation or appropriate public agency having similar purposes; provided, however, if no other not-for-profit corporation or agency will accept such property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 15.16 **Execution of Documents.** The development of the Property may require from time to time the execution of certain documents required by governmental authorities to facilitate the provisions thereof. To the extent that said documents require the joinder of Members or Owners, the Declarant, so long as it owns any portion of the Property, and thereafter the Association, by its duly authorized representative, as the agent or the attorney-in-fact for the Members and Owners, may execute, acknowledge and deliver such documents and the Members and Owners, by virtue of their acceptance of deeds to portions of the Property, irrevocably nominate, constitute and appoint the Declarant or the

Association as the case may be, through its duly authorized representative, as their proper and legal attorneys-in-fact for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section shall recite that it is made pursuant to this Section.

Section 15.17 **Declarant's Consent or Approval.** Notwithstanding anything in this Declaration to the contrary, to the extent that any action hereunder requires Declarant's consent or approval, such consent or approval shall only be required so long as Declarant owns any portion of the Property. At such time as Declarant no longer owns any portion of the Property any action which is subject to Declarant's consent or approval shall no longer require such consent or approval.

Section 15.18 **Prohibited Actions.** Notwithstanding anything contained herein to the contrary, the Association will neither perform any act nor undertake any activity which will violate its non-profit status under applicable state or federal law.

Section 15.19 **Singular, Plural and Gender.** Whenever the context so permits, the use of the singular shall include the plural and the plural shall include the singular and the use of any gender shall be deemed to include all genders.

Section 15.20 **Construction.** The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of the Property.

Section 15.21 **Laws of Florida.** The provisions of this Declaration shall be construed under and subject to the laws of the State of Florida.

Section 15.22 **Waivers, Exceptions and Variances by Declarant and Association.** Notwithstanding anything to the contrary set forth in or which may otherwise be implied from the terms and provisions of this Declaration, the Declarant specifically reserves exclusively unto itself, for the duration hereinafter specified, the right and privilege (but Declarant shall have absolutely no obligation), upon a showing of good cause therefor, to: (a) grant waivers with respect to any existing or proposed future deviation from, or violation or infraction of, the restrictions and other provisions specified in this Declaration where, in the reasonably exercised good faith judgment and discretion of the Declarant, the Declarant shall determine or decide that such deviation, violation or infraction is de minimus, minor, or insignificant, and (b) grant waivers of, exceptions to, or variances from, the restrictions and other provisions specified in this Declaration where special conditions and circumstances exist which are peculiar to a particular Lot and not generally applicable to other Lots (e.g., because of its unusual size, configuration or location) or where a literal interpretation or application of any restriction or provision to a particular Lot would be inappropriate, inequitable or otherwise work or result in a hardship or deny such Lot and the Owner thereof specific rights which are generally enjoyed by other Lots and Owners; it being expressly provided, however, that, in all cases, the Declarant, in the exercise of such right and privilege shall, in its reasonably exercised and good faith judgment and discretion determine or decide that its grant of any such waiver, exception or variance shall not result in, represent, be or constitute a significant deviation of or derogation from (i) the uniform plan of development for the Property, (ii) the architectural, ecological, environmental and aesthetic standards otherwise established for the Property or (iii) the objects and purposes of this Declaration as hereinabove enumerated. The Declarant shall have such right and privilege to grant waivers, exceptions and variances, as aforesaid, until either (y) the expiration of a period of twenty (20) years from the date of the recordation of this Declaration among the Public Records or (z) the sale by the Declarant or its successors or assigns in the ordinary course of business, and not in bulk, of all Lots which may be developed in the Property, whichever shall last occur. Following the occurrence of the last of the foregoing events to occur, the right and privilege of the Declarant to grant

waivers, exceptions and variances, as aforesaid, shall be delegated and assigned by the Declarant to and thereafter vest in the Board. To the extent that any such waiver, exception or variance is granted in a particular instance or with respect to any particular Lot pursuant to the provisions of this Section, the same shall not be deemed to be a precedent for the granting of such or any similar waiver, exception or variance in any other particular instance or any other particular Lot. In addition, to the extent that any such waiver, exception or variance is granted, the Owner shall be responsible for complying with all applicable County code provisions in connection with such waiver, exception or variance.

Section 15.23 Property Not Burdened or Benefitted by Master Lakes Declaration. As of the date of recording this Declaration, the Property is not subject to the burden or the benefits of the Master Declaration for Lakes of Harmony, recorded in Official Records Book 4895, Page 1122, Public Records of Osceola County, Florida, as amended (collectively, the “Master Lakes Declaration”), nor is the Property subject to the Lakes of Harmony Community Association, Inc. referenced in the Master Lakes Declaration. As such, an Owner is not entitled to use the Club Facilities (as such term is defined in the Master Lakes Declaration), including, but not limited to the Lakes of Harmony Clubhouse facility.

ARTICLE 16 – CLUB PLAN

Section 16.01 Each Owner, by acquiring title to any portion of property within the Property (with the exception of the Association and the CDD), is a member of the Club (as defined above), and will be subject to all of the terms and conditions of the Club Plan (as defined above), as amended and supplemented from time to time. Club Owner (as defined in the Club Plan), and/or its successor, is responsible for operating and maintaining the Club and Club Facilities (as defined in the Club Plan) and administering the Club Plan. Club Facilities may be added, modified or deleted from time to time in accordance with the Club Plan. The Club Plan contains certain rules, regulations, and restrictions relating to the use of the Club. Pursuant to the Club Plan, each Owner shall pay the Club dues as set forth in the Club Plan. Club Owner (and/or Club Owner’s successor) may increase the number of club members and users from time to time in accordance with the Club Plan. The Club shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Club subject to the rules and regulations in the Club Plan. Each Owner shall be bound by and comply with the Club Plan. To avoid confusion, the references in this Section 16.01 to the “Club” and Club Facilities” (defined in the Club Plan) are different than the “Club Facilities” defined in the Master Lakes Declaration referenced in Section 15.23 above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURE PAGE FOLLOWS.]

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

Signed, sealed and delivered
in the presence of:

HARMONY FLORIDA LAND LLC,
a Delaware limited liability company

[Signature]
Print Name: Dennis Mular

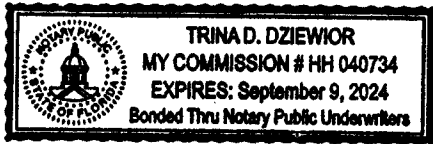
By: [Signature]
Name: Richard Jerman
Title: Vice President

[Signature]
Print Name: Trina Dziejior

STATE OF FLORIDA

COUNTY OF Seminole

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 9th day of June, 2021, by Richard Jerman, as Vice President of HARMONY FLORIDA LAND LLC, a Delaware limited liability company, on behalf of the company. He is personally known to me, or produced _____ as identification.



[AFFIX NOTARY SEAL]

[Signature]
Notary Public Signature

Print Notary Name: Trina D Dziejior

My commission expires: 9/9/2024

EXHIBIT "A"

PROPERTY DESCRIPTION

Tract-K and a portion of Tract L/U-1, HARMONY PHASE THREE, as recorded in Plat Book 20, Pages 120 through 128 of the Public Records of Osceola County, Florida lying in Sections 20 and 29, Township 26 South, Range 32 East, Osceola County, Florida and being more particularly described as follows:

BEGIN at the Northeast corner of Tract-K, HARMONY PHASE THREE, as recorded in Plat Book 20, Pages 120 through 128 of the Public Records of Osceola County, Florida; thence along the Easterly boundary of said Tract-K the following four (4) courses: run S22°48'51"W, a distance of 266.90 feet to the Point of Curvature of a curve concave to the Northwest, having a Radius of 18.50 feet and a Central Angle of 61°06'45"; thence run Southwesterly along the arc of said curve, a distance of 19.73 feet (Chord Bearing = S53°22'14"W, Chord = 18.81 feet) to the Point of Reverse Curve, concave to the East, having a Radius of 85.00 feet and a Central Angle of 135°48'50"; thence run Southerly along the arc of said curve, a distance of 201.48 feet (Chord Bearing = S16°01'11"W, Chord = 157.52 feet); thence run S10°25'18"W, a distance of 327.97 feet; thence leaving said Easterly boundary, run S79°34'42"E, a distance of 15.80 feet to a point on the Westerly Right of Way line of Five Oaks Drive; thence along said Westerly Right of Way the following two (2) courses: run S10°25'18"W, a distance of 24.16 feet to the Point of Curvature of a curve concave to the West, having a Radius of 736.30 feet and a Central Angle of 05°37'19"; thence run Southerly along the arc of said curve, a distance of 72.25 feet (Chord Bearing = S13°13'57"W, Chord = 72.22 feet); thence leaving said Westerly Right of Way, run N73°57'23"W, a distance of 15.80 feet to a point on a Non-Tangent curve, concave to the Northwest, having a Radius of 720.50 feet and a Central Angle of 20°49'22", said point being on the boundary of the aforesaid Tract-K; thence along said boundary of Tract-K the remaining courses: run Southwesterly along the arc of said curve, a distance of 261.85 feet (Chord Bearing = S26°27'18"W, Chord = 260.41 feet); thence run S36°51'59"W, a distance of 72.38 feet; thence run N53°08'01"W, a distance of 105.28 feet; thence run N89°49'51"W, a distance of 143.83 feet; thence run N50°21'00"W, a distance of 465.73 feet; thence run N17°02'12"E, a distance of 105.42 feet; thence run N19°01'06"W, a distance of 146.30 feet; thence run N85°56'58"E, a distance of 69.50 feet; thence run N34°05'34"E, a distance of 63.86 feet; thence run N03°29'34"W, a distance of 67.48 feet; thence run N42°14'41"W, a distance of 48.72 feet; thence run N24°05'14"W, a distance of 8.17 feet; thence run N24°28'11"E, a distance of 27.51 feet; thence run N26°18'25"W, a distance of 72.84 feet; thence run S71°59'46"W, a distance of 75.72 feet; thence run S56°44'46"W, a distance of 39.79 feet; thence run S71°03'11"W, a distance of 81.89 feet; thence run S26°28'08"W, a distance of 37.71 feet; thence run N64°19'46"W, a distance of 18.40 feet; thence run N10°47'21"W, a distance of 912.39 feet; thence run N58°33'58"E, a distance of 67.02 feet; thence run N25°00'48"W, a distance of 56.01 feet; thence run N34°43'07"E, a distance of 46.30 feet; thence run N24°45'20"E, a distance of 37.72 feet; thence run N21°22'22"W, a distance of 19.52 feet; thence run N49°46'43"E, a distance of 34.34 feet; thence run N73°51'19"E, a distance of 16.70 feet; thence run S79°51'32"E, a distance of 49.74 feet; thence run N88°19'10"E, a distance of 40.67 feet; thence run S79°11'15"E, a distance of

45.71 feet; thence run N06°05'56"E, a distance of 18.27 feet; thence run N52°59'06"E, a distance of 3.57 feet; thence run S15°01'09"W, a distance of 10.59 feet; thence run S26°09'32"E, a distance of 40.22 feet; thence run S51°27'18"E, a distance of 38.32 feet; thence run S37°02'17"E, a distance of 14.78 feet; thence run S34°26'55"E, a distance of 60.15 feet; thence run S69°30'13"E, a distance of 76.53 feet; thence run S83°43'33"E, a distance of 46.16 feet; thence run S83°30'46"E, a distance of 50.32 feet; thence run S52°51'58"E, a distance of 24.09 feet; thence run S66°24'16"E, a distance of 58.41 feet; thence run S22°07'56"E, a distance of 34.90 feet; thence run S19°14'28"E, a distance of 74.76 feet; thence run S10°48'21"E, a distance of 60.52 feet; thence run S22°47'06"E, a distance of 88.44 feet; thence run S44°25'12"E, a distance of 86.28 feet; thence run S69°54'31"E, a distance of 34.44 feet; thence run S82°50'24"E, a distance of 121.15 feet; thence run N83°16'01"E, a distance of 52.29 feet; thence run S36°13'23"E, a distance of 91.44 feet; thence run S45°33'37"W, a distance of 15.20 feet; thence run N88°47'12"W, a distance of 93.64 feet; thence run S78°59'21"W, a distance of 62.72 feet; thence run S48°13'47"W, a distance of 45.07 feet; thence run S26°18'07"W, a distance of 63.00 feet; thence run S10°14'39"E, a distance of 108.55 feet; thence run S25°22'25"E, a distance of 52.89 feet; thence run S38°21'53"E, a distance of 52.06 feet; thence run S62°19'41"E, a distance of 164.14 feet; thence run N81°06'38"E, a distance of 79.17 feet; thence run N60°46'12"E, a distance of 244.96 feet; thence run N00°03'14"W, a distance of 89.64 feet; thence run N19°24'05"W, a distance of 47.21 feet; thence run S73°06'02"E, a distance of 103.25 feet to the POINT OF BEGINNING.

EXHIBIT "B"

**Articles of Incorporation of
Association**

FILED

ARTICLES OF INCORPORATION OF

2021 JAN 26 AM 10 56

ENCLAVE AT LAKES OF HARMONY HOMEOWNERS' ASSOCIATION, INC.

SECRETARY OF STATE
TALLAHASSEE, FL

In compliance with the requirements of Florida Statutes, Chapter 617, the undersigned, a resident of the State of Florida, and of full age, this day executed these Articles of Incorporation ("Articles") for the purpose of forming a corporation not-for-profit, and does hereby certify:

ARTICLE 1.

NAME OF CORPORATION

The name of the corporation is ENCLAVE AT LAKES OF HARMONY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereafter called the "Association").

ARTICLE 2.

PRINCIPAL OFFICE OF THE ASSOCIATION

The principal office of the Association is located at 1750 W. Broadway, Suite 111, Oviedo, Florida 32765.

ARTICLE 3.

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 1750 W. Broadway, Suite 111, Oviedo, Florida 32765 and Richard A. Jerman is hereby appointed the initial registered agent of this Association at that address. The registered agent shall maintain copies of all permits, including, but not limited to, the District, for the benefit of the Association.

ARTICLE 4.

DEFINITIONS

All terms used in these Articles of Incorporation shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Enclave at Lakes of Harmony, as the same may be amended and supplemented from time to time ("Declaration"), unless these Articles of Incorporation specifically provide otherwise, or unless the context dictates a contrary meaning.

ARTICLE 5.

PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance, operation, preservation, and architectural control of the open space, Common Property, recreation amenities (if any), private roads and sidewalks (if any) within the Property and all street lights and landscaping on and around such private roads, and to promote the health, safety and welfare of the residents of the Property for the following purposes:

A. Exercise all of the powers and privileges and to perform all of the rights, duties and obligations of the Association as set forth in the Declaration applicable to the Property and recorded in the

Public Records of Osceola County, Florida, as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length:

B. Fix, levy, collect and enforce payment by any lawful means all charges or assessments against members of the Association pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including, but not limited to the costs for maintenance and operation of the Surface Water Management System, costs for all licenses, taxes and governmental charges levied or imposed against the Property of the Association, if any;

C. Acquire (by gift, purchase or otherwise), own, hold improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property of the Association, if any, in connection with the affairs of the Association;

D. Borrow money, and with the approval of at least two-thirds (2/3) of the Board and the consent of Declarant (to the extent Declarant still owns any portion of the Property), the power and authority to mortgage the property of the Association, if any, and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions:

E. Pledge Association revenues as security for the performance of any obligation to any governmental agency or authority;

F. Dedicate, sell or transfer all or any part of the Common Property, if any, to any governmental unit, public utility, or private party approved by at least two-thirds (2/3) of the Board and (to the extent Declarant still owns any portion of the Property) Declarant;

G. Operate and maintain the Common Property in accordance with the Declaration;

H. Have and exercise any and all powers, rights and privileges which a corporation organized under the Florida Not For Profit Corporation Act by law may now or hereafter have or exercise;

I. Have and exercise any and all powers, rights and privileges set forth under the Declaration and the Bylaws: and

J. Operate, maintain and manage the Surface Water Management System in a manner consistent with the District Permit, its requirements and applicable District rules, and shall assist in the enforcement of this Declaration which relate to the Surface Water Management System:

ARTICLE 6. **MEMBERSHIP**

Every Owner of a Lot other than the Association shall be a Member of the Association. Membership shall be appurtenant to, run with, and may not be separated from ownership of a Lot.

ARTICLE 7. **VOTING RIGHTS**

Voting rights in the Association shall be as provided in the Declaration.

ARTICLE 8.
BOARD OF DIRECTORS

Section 1. **Number.** Until Turnover, the affairs of this Association shall be managed by a Board of not less than three (3) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to these Articles, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 2. **Term.** Directors shall be appointed to serve for three (3) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one Member may serve as a director.

Section 3. **Initial Directors.** The names and addresses of the person who are appointed by Declarant to act in the capacity of directors are:

Richard A. Jerman	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Denver Marlow	1750 W. Broadway, Suite 111, Oviedo, Florida 32765
Trina Dziejwior	1750 W. Broadway, Suite 111, Oviedo, Florida 32765

ARTICLE 9.
DISSOLUTION

The Association may only be dissolved upon termination of the Declaration as set forth therein. Upon such dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association, if any, including, but not limited to the Common Property, if any, shall be transferred to another not-for-profit corporation or appropriate public agency having similar purposes (the "Non SWMS Property") and the Surface Water Management System (the "SWMS Property") shall be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the District prior to such termination, dissolution or liquidation. If the local government agency declines to accept such SWMS Property, then the SWMS Property shall be dedicated to a similar non-profit corporation. If no other not-for-profit corporation or agency will accept such Non SWMS Property or SWMS Property, then any Member or affected governmental instrumentality or agency, including the District, may petition the Circuit Court of the County in which the Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Property, or otherwise dispose of the Common Property or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust shall constitute

Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

ARTICLE 10.
DURATION

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

ARTICLE 11.
INCORPORATOR

The name and address of the incorporator is as follows:

Richard A. Jerman

1750 W. Broadway, Suite 111, Oviedo, Florida 32765

ARTICLE 12.
AMENDMENTS

Prior to Turnover, amendment of these Articles of Incorporation shall require the assent of two-thirds (2/3) of the Board of Directors. Following Turnover, these Articles of Incorporation shall be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

ARTICLE 13.
FHA/VA APPROVAL

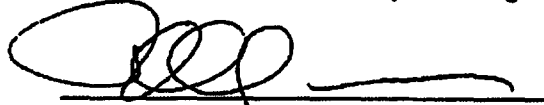
Notwithstanding anything herein to the contrary, as long as Residential Units are being developed on the Property, Declarant may (but shall not be required to) require the following actions to be approved in advance by the Department of Housing and Urban Development and the Federal Housing Administration (and/or the Veterans Administration): (i) annexation of additional real property to the Property other than the Additional Property defined herein, (ii) dedication of Common Area, and (iii) amendment of this Declaration. Furthermore, to the extent it is required as a condition of obtaining approval by the Department of Housing and Urban Development, FHA and/or the VA that Declarant make modifications to this Declaration, then Declarant shall have the right to so modify this Declaration without the necessity of joinder or approval of the Association or any Owner or other party who may be affected.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Association, has executed these Articles of Incorporation this 22nd day of January, 2021.


Richard A. Jerman

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process on Enclave at Lakes of Harmony Homeowners' Association, Inc. within the State of Florida, at the place designated in ARTICLE 3 of the foregoing Articles of Incorporation, accepts the appointment as registered agent for Enclave at Lakes of Harmony Homeowners' Association, Inc. and is familiar with and accepts the obligations of this position.


Richard Jerman

2021 JAN 26 AM 10 56
SECRETARY OF STATE
TALLAHASSEE, FL

FILED

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 22nd day of January, 2021, by RICHARD A. JERMAN. He is personally known to me or has produced _____ as identification.

(NOTARY SEAL)





Notary Public Signature
Trina D Dzewior
(Name typed, printed or stamped)

EXHIBIT "C"

**BYLAWS OF ENCLAVE AT LAKES OF HARMONY
HOMEOWNERS' ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION**

**ARTICLE 1
NAME AND LOCATION**

The name of the corporation is ENCLAVE AT LAKES OF HARMONY HOMEOWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation (hereinafter referred to as the "Association"). The principal office of the Association shall be located at 1750 W. Broadway, Suite 111, Oviedo, Florida 32765, but meetings of the Board of Directors of the Association may be held at such other places within the State of Florida, County of Osceola, as may be designated by the Board of Directors.

**ARTICLE 2
DEFINITIONS**

All terms used in these Bylaws shall have the same meaning as defined in the Declaration of Covenants, Conditions, Easements and Restrictions for Enclave at Lakes of Harmony, as the same may be amended and supplemented from time to time (the "Declaration"), unless these Bylaws specifically provide otherwise, or unless the context dictates a contrary meaning.

**ARTICLE 3
MEETING OF MEMBERS**

Section 3.1 Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter at the hour of 7:30 P.M. or on such other day and at such other time and place as the Board may determine. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 3.2 Special Meetings. Special meetings of the Members may be called at any time by the President of the Association, by a majority of the Board of Directors, or upon written request of the Members that are entitled to vote one-fourth (1/4) of all of the votes of the Class A Membership.

Section 3.4 Notice and Quorum. Written notice of any meeting called for the purpose of taking any action authorized under the Declaration and requiring approval by the Members shall be sent to all Members not less than fourteen (14) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast thirty percent (30%) or such lesser amount as may be allowed by law, of all the votes of each class of Membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 3.6 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 of the Association. Every proxy shall be revocable by the Member executing such proxy.

ARTICLE 4
BOARD OF DIRECTORS

SECTION 4.1 Until Turnover, the affairs of this Association shall be managed by a Board of not more than seven (7) Directors, who need not be Members of the Association and who shall be appointed by the Declarant. After Turnover and for so long as Declarant holds any portion of the Property for sale in the ordinary course of business, the Declarant shall be entitled (but not obligated) to appoint at least one member of the Board, unless otherwise required by law. At such time as Declarant no longer owns any Lots within the Property, the number of Directors may be increased or decreased by amendment to these Articles, provided there shall never be less than three (3) Directors. All affairs of the Association shall be governed by the affirmative vote of a majority of the Directors in attendance at a duly called meeting unless otherwise specifically provided for in the Declaration.

Section 4.2 Term. Directors shall be appointed to serve for two (2) year terms, unless a Director sooner dies, resigns or is removed. There shall be no limit to the number of terms any one Member may serve as a director.

Section 4.3 Removal. After Turnover any Director may be removed from the Board, with or without cause, by an affirmative vote of a majority of the outstanding votes entitled to be cast by the Members of the Association. Prior to Turnover, the Declarant shall be entitled to remove Directors with or without cause and appoint replacement Directors. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4.4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 Action Taken Without a Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE 5
MEETINGS OF DIRECTORS

Section 5.1 Regular Meetings. Regular meetings of the Board of Directors shall be held not less frequently than quarterly, at such place and hour as may be fixed from time to time by resolution of the Board. All meetings of the Board shall be open to all Members and Owners except meetings between the Board and its attorney with respect to proposed or pending litigation covering matters which would be governed by the attorney/client privilege. Except as otherwise provided in the Declaration, the Articles of Incorporation of ENCLAVE AT LAKES OF HARMONY HOMEOWNERS' ASSOCIATION, INC. (the "Articles" or the "Articles of Incorporation") or these Bylaws, notices of all Board meetings shall be posted in a conspicuous

place within the Subdivision at least forty-eight (48) hours prior to any meeting except in an emergency. Notices of any Board meeting at which assessments will be considered and levied shall include a statement to that effect.

Section 5.2 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days' notice to each Director.

Section 5.3 **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 5.4 **Voting.** The Directors shall not vote by proxy or secret ballot at Board Meetings, except for purposes of election of officers. The Secretary of the Association shall record in the minutes of each meeting the vote of each Director on each matter brought before the Board.

ARTICLE 6
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 **Powers.** The Board of Directors shall have power to:

A. Adopt and publish rules and regulations governing the use of the Common Property, if any, and the personal conduct of the Owners and their guests thereon, and to establish penalties for the infraction thereof;

B. Suspend the rights of Owners to use the Common Property, if any, and/or impose fines on such Owner during any period in which such Owner shall be in default in the payment of any assessment levied by the Association, on the terms set forth in the Declaration. Fines may be levied in an amount of up to ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation, or ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) after notice and hearing, in accordance with applicable law, for a reasonable period for infraction of published rules and regulations. Any such fines shall bear interest at ten percent (10%) per annum from the date due until paid and may be the subject of a claim of lien treated as any other assessment under the Declaration. Upon fourteen (14) days' notice to any Owner, tenant, guest or invitee against whom a fine is to be imposed, a committee of at least three (3) panel members, appointed by the Board who are not officers, directors or employees of the Association, shall hold a hearing upon any proposal by the Board to levy reasonable fines, not to exceed ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per violation or ONE HUNDRED AND NO/DOLLARS (\$100.00) per day for a continuing violation, up to a maximum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) against any Owner, or an Owner's tenant, guest or invitee for violations of the Declaration or any rules of the Association. This hearing shall not apply with respect to fines against any Owner for failure to pay assessments or other charges when due;

C. Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the Members by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration;

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

E. Employ a manager, an independent contractor, or such other employees or consultants as may be deemed appropriate, and to prescribe their duties.

Section 6.2 **Duties.** It shall be the duty of the Board of Directors to:

A. Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members;

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

C. Fix, levy, collect and enforce payment of assessments, as more fully described in the Declaration;

D. Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

E. When appropriate, file and foreclose a lien against any Lot for which assessments, fines or costs to cure violations of the Declaration are not paid within thirty (30) days after due date and/or to bring an action at law against the Owner personally obligated to pay the same;

F. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

G. Cause all officers or employees of the Association having fiscal responsibilities to be bonded, as it may deem appropriate;

H. Cause the Common Property, if any, to be maintained in accordance with the Declaration; and

I. Perform all such other duties as may be set forth herein or in the Declaration or as may be required by law.

Section 6.3 **Litigation.** If then required by applicable law, before commencing litigation against any party in the name of the Association involving amounts in controversy in excess of ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00), the Association must obtain the affirmative approval of a majority of all Class A Members, at a meeting of the members duly called for such purpose.

ARTICLE 7
OFFICERS AND THEIR DUTIES

Section 7.1 **Officers.** The officers of the Association shall be a President, Vice-President, Secretary, and Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 7.2 **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 7.3 **Term.** The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless such officer sooner dies, resigns, or is removed.

Section 7.4 **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 7.5 **Resignation and Removal.** Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 7.6 **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7.7 **Multiple Offices and Positions.** The offices of President, Vice-President, Secretary and Treasurer may be held by the same person. Any officer may also serve on the Board.

Section 7.8 **Duties.** The duties of the officers are as follows:

A. **President:**

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

B. **Vice-President:**

(a) The Vice-President shall act in the place and stead of the President in the event of his or her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

C. **Secretary:**

(a) 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 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 Association together with their addresses, and shall perform such other duties as required by the Board.

D. Treasurer:

(a) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause to be made such audits of the Association books as may be required by applicable law; 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.

Section 7.9 Delegation of Duties. Notwithstanding anything in this Section to the contrary, the Board of Directors may delegate any of the duties specified herein or permitted hereby to such persons or entities, including without limitation, the representative(s) of a property management company, as the Board may deem appropriate from time to time, to the extent permitted by law.

ARTICLE 8
BOOKS AND RECORDS

The Association shall maintain all official records (including, but not limited to, current copies of the Declaration), Articles of Incorporation, and these Bylaws) as required by Section 720.303(4) of the Florida Statutes. These records shall be made available for inspection and photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access from a Member. The Board may adopt reasonable written rules governing access to inspection and copying of Association records and may impose reasonable fees for such services as published by the Board from time to time to cover the costs of providing copies of Association records.

ARTICLE 9
ASSESSMENTS

As more fully provided in the Declaration, the Association shall levy annual, special, and individual assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date, a late charge not greater than FIFTY AND NO/100 DOLLARS (\$50.00) per installment may be imposed at the option of the Association, and the Association may bring an action at law against the Owner or Member personally obligated to pay the same and/or file and foreclose a lien against the Lot and the improvements thereon, together with interest, costs, and reasonable attorney's fees of any such action which shall be added to the amount of such assessment. No Owner or Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of any Common Property or abandonment of a Lot or for any other reason.

ARTICLE 10
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: ENCLAVE AT LAKES OF HARMONY HOMEOWNERS' ASSOCIATION, INC.

ARTICLE 11
AMENDMENTS

Section 11.1 These Bylaws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy; except that Declarant may require (but shall not be obligated to require) that the Federal Housing Administration or the Veterans Administration approve such amendments while there is a Class B membership. Such amendment shall be recorded in the Public Records of Osceola County, Florida.

ARTICLE 12
MISCELLANEOUS

Section 12.1 The fiscal year of the 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 of the Association.

Section 12.2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary of the ENCLAVE AT LAKES OF HARMONY HOMEOWNERS' ASSOCIATION, INC., a Florida non-profit corporation, and,

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the ____ day of _____, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association as of the ____ day of _____, 2021.

Richard Jerman, Secretary