

**Prepared by and Return to:
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**AMENDED AND RESTATED MASTER DECLARATION OF COVENANTS
CONDITIONS, AND RESTRICTIONS OF CHEVAL POLO & GOLF CLUB**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club is effective _____, 2021, and amends and restates the Declaration of Covenants, Conditions, and Restrictions of Cheval Polo & Golf Club, originally recorded at Official Records Book 4450, Page 1793, in the Public Records of Hillsborough County, Florida, and as duly amended thereafter, and it restates the covenants, conditions, easements, charges, assessments, affirmative obligations and liens applicable to the Property, as defined herein.

RECITALS

WHEREAS, the Declaration of Covenants, Conditions, and Restrictions of Cheval Polo & Golf Club, originally recorded at Official Records Book 4450, Page 1793, was recorded in Officials Record Book 4450, Page 1793 of the Public Records of Hillsborough County, Florida (hereinafter “Declaration”); and

WHEREAS, the First Supplement to the Declaration was recorded at Official Records Book 5401, Page 1840 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the First Amendment to the Declaration was recorded at Official Records Book 5453, Page 1508 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Second Supplement to the Declaration was recorded at Official Records Book 5634, Page 1151 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Second Amendment to the Declaration was recorded at Official Records Book 6014, Page 1260 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Third Supplement to the Declaration was recorded at Official Records Book 6892, Page 859 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Fourth Supplement to the Declaration was recorded at Official Records Book 6892, Page 863 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Third Amendment to the Declaration was recorded at Official Records Book 6894, Page 029 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Fourth Amendment to the Declaration was recorded at Official Records Book 7048, Page 0862 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Fifth Supplement to the Declaration was recorded at Official Records Book 7464, Page 966 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Sixth Supplement to the Declaration was recorded at Official Records Book 8051, Page 1773 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Fifth Amendment to the Declaration was recorded at Official Records Book 8593, Page 1646 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Sixth Amendment to the Declaration was recorded at Official Records Book 9085, Page 1450 of the Public Records of Hillsborough County, Florida; and

WHEREAS, Rules and Regulations of Cheval Property Owners' Association, Inc. were recorded at Official Records Book 11029, Page 882 of the Public Records of Hillsborough County, Florida; and

WHEREAS, Rules and Regulations of Cheval Property Owners' Association, Inc. were recorded at Official Records Book 11858, Page 1797 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the First Amendment to the Articles of Incorporation of Cheval Property Owners' Association, Inc. was recorded at Official Records Book 13694, Page 0850 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Second Amendment to the Articles of Incorporation of Cheval Property Owners' Association, Inc. was recorded at Official Records Book 15638, Page 0151 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Seventh Amendment to the Declaration was recorded at Official Records Book 20216, Page 1321 of the Public Records of Hillsborough County, Florida; and

WHEREAS, Rules and Regulations of Cheval Property Owners' Association, Inc. were recorded at Official Records Book 20379, Page 1006 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Eighth Amendment to the Declaration was recorded at Official Records Book 20827, Page 1747 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Notice of the Preservation of the Declaration pursuant to Chapter 712, Florida Statutes was recorded at Official Records Book 22451, Page 1713 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Ninth Amendment to the Declaration was recorded at Official Records Book 25370, Page 992 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Tenth Amendment to the Declaration was recorded at Official Records Book 26040, Page 1227 of the Public Records of Hillsborough County, Florida; and

WHEREAS, the Declaration may be amended upon the affirmative vote of seventy-five percent (75%) of the total votes cast by Owners who are present in person or by proxy at a duly noticed Membership meeting; and

WHEREAS, the Bylaws may be amended upon the affirmative vote of a majority of the Board of Directors of the Association;

NOW, THEREFORE, _____, as President, and _____, as Secretary, of Cheval Property Owners' Association, Inc., do hereby certify that, in order to update the Declaration and ensure that the Properties are administered by a single set of covenants, conditions, and restrictions that are administered by a single mandatory homeowners' association with lien rights subject to Chapter 720, Florida Statutes, by the approval of the Board of Directors and Members of the Association, the following Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club was duly approved on _____, 2021.

Signed, sealed and delivered in the presence of:

CHEVAL PROPERTY OWNERS' ASSOCIATION, INC.

Print name: _____

By: _____, President

Print name: _____

Signed, sealed and delivered in the presence of:

ATTEST:

Print name: _____

By: _____, Secretary

Print name: _____

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this ____ day of _____, 2021, by _____, as President and _____ as Secretary respectively, of Cheval Property Owners' Association, Inc. who are personally known to me or have produced _____ as identification, who did take an oath under the laws of the State of Florida, who executed the foregoing Amended and Restated Master Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club, and severally acknowledge the execution thereof to be their free act and deed as such

officers, for the uses and purposes therein mentioned, and that they have affixed thereto the seal of said corporation, and the said instrument is the act and deed of said corporation.

In Witness Whereof, I have hereunto set my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC, State of Florida
My Commission Expires:

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ARTICLE I

DEFINITIONS

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration, the Association's Articles of Incorporation ("**Articles**"), and the Association's Bylaws ("**Bylaws**").

Section 1. "**Architectural and Landscaping Review Committee**" or "**ALRC**" shall have the meaning set forth in Article VII of this Declaration.

Section 2. "**Articles**" means and refers to the Articles of Incorporation of the Association, as may be amended from time to time. The Articles of Incorporation are filed with the State of Florida, Secretary of State in order to establish the Association.

Section 3. "**Assessment**" means and refers to the amount of money assessed against an Owner for the payment of the Owner's share of common fees, expenses and any other funds or amounts which an Owner may be required to pay to the Association as set out by the Documents.

Section 4. "**Association**" means and refers to Cheval Property Owners' Association, Inc., a corporation not-for-profit organized pursuant to Chapter 617, Florida Statutes and subject to Chapter 720, Florida Statutes.

Section 5. "**Board**" means and refers to the Association's Board of Directors.

Section 6. "**Builder**" means and refers to any corporation, person or entity which acquires title to any Lot, Unit, Parcel or Patio Home for the purpose of construction of a Dwelling for re-sale.

Section 7. "**Building**" means and refers to a structure containing more than one "Dwelling" when context so requires.

Section 8. "**Bylaws**" means and refers to the Bylaws of Cheval Property Owners' Association, Inc., as amended or restated from time to time. The Bylaws are attached hereto as **Exhibit "C"** and are incorporated herein by reference. The Bylaws establish procedures that govern the operation of the Association.

Section 9. "**Club Facilities**" means and refers to those plots or parcels of land described, designated, or shown upon any recorded plat within Cheval as "Golf Club Facilities," "Golf Course," "Driving Range," "Tennis Courts" and Equestrian Facilities, together with all improvements thereon and fixtures, improvements and appurtenances located thereon or thereunder and personality used in connection therewith.

Section 10. "**Common Area**" means and refers to any real property whether improved or unimproved, or any interest therein, which from time to time is owned by the Association for the common use and enjoyment of all Owners, and which is located within the Property, or that is controlled by the Association based upon an easement or similar agreement.

Section 11. **"Common Expense"** means and refers to all expenses properly incurred by the Association in the performance of its duties. Such expenses shall be the proper subject of the Association's assessment power, in addition to such other proper costs and expenses, all as provided elsewhere in this Declaration or the Documents.

Section 12. **"County"** means and refers to Hillsborough County, Florida.

Section 13. **"Declaration"** means and refers to the Declaration of Covenants, Conditions, and Restrictions of Cheval Polo & Golf Club, as originally recorded at Official Records Book 4450, Page 1793, in the Public Records of Hillsborough County, Florida, and as duly amended thereafter, including this Amended and Restated Declaration of Covenants, Conditions and Restrictions of Cheval Polo & Golf Club.

Section 14. **"Design Standards"** means and refers to the plan and standards for architectural, aesthetic, construction, landscaping, and general exterior control for the Properties all as set forth in the Documents and particularly Article VII herein, which may sometimes be referred to as "ALRC Guidelines" or "Architectural Planning Criteria".

Section 15. **"Documentation"** or **"Documents"** means and refers to the legal documentation for the Development consisting of this Declaration, the Articles and Bylaws of the Association, Rules and Regulations of the Association, Design Standards and supplemental declarations, and any amendments to any of the foregoing now or hereafter made.

Section 16. **"Dwelling"** or **"Dwelling Unit"** means and refers to a single residential dwelling structure constructed upon a Lot, including structures ancillary thereto, such as a garage or garage with mother-in-law suite. The term "Dwelling" shall be synonymous with the term "Home", except when context requires otherwise. The term "Dwelling" shall not mean and refer to a "Building" which means a structure containing two (2) or more Dwellings.

Section 17. **Equestrian Club**

Section 18. **"Groundwater"** means and refers to all groundwater and other subsurface water of any and every type, kind, category or nature whatsoever, separately, mixed or combined with any other substance, found beneath the surface of the earth (whether referred to or categorized as ground water, underground water, reclaimed water, percolating ground water, moisture in soils or other substances, underflow or streams or underground streams), together with all rights, privileges and interest pertaining thereto, including without limitation all rights and benefits accruing from historical production, use and usage, and any and all permits, licenses or other governmental approvals that now or hereafter pertain or accrue to such Groundwater ownership, production and use.

Section 19. **"Home"** means and refers to a single residential Dwelling constructed upon a Lot. The term "Home" shall be synonymous with the term "Dwelling" except when context requires otherwise. The term "Home" shall not mean and refer to a "Building" which means a structure containing two (2) or more Dwellings.

Section 20. **"Law"** means, refers to and includes any statute, ordinance, rule, regulation, or order validly created, promulgated, or adopted by the United States, or any of its agencies, officers or instrumentalities, or by the State of Florida, or any of its agencies, officers, municipalities, or political subdivisions, or by any office, agency, or instrumentality of any such

municipality, and from time to time applicable to the Property or to any activities on or about the Property.

Section 21. "**Local Government**" means and refers to Hillsborough County and its respective departments, divisions, and employees, as any or each of the foregoing may have proper jurisdiction, control or authority under the particular circumstances.

Section 22. "**Lot**" means and refers to any platted parcel of land shown on the Recorded subdivision Plats or re-plat of any part of the Property. Lot shall not include Common Area and portions of marked acreage, parcels or tracts in the Plats not intended for development as Dwellings, if any. When context requires, the term Lot may also include Unit, Patio Home and Parcel.

Section 23. "**Maintenance**" or "**maintenance**" as used in the context of Owner or Association obligations hereunder, means and refers to the exercise of reasonable care to keep Structures, Buildings, Dwellings, Homes, driveways, walkways, landscaping, lighting, signage, and other related improvements and fixtures and infrastructure in a condition comparable to their original condition, normal wear and tear excepted, by either an Owner or the Association, as may be required under the circumstances pursuant to the terms of the Documents.

Section 24. "**Member**" means and refers to every Person or legal entity that holds title to a Lot, Patio Home, Unit or Parcel, and is a member of the Association.

Section 25. "**Mortgage**" means and refers to any mortgage, deed of trust, or other instrument transferring any interest in a Lot, Patio Home, Unit or Parcel, as security for the performance of an obligation. "**First Mortgage**" means any mortgage constituting a valid lien prior in dignity to all other mortgages encumbering the same property.

Section 26. "**Mortgagee**" means and refers to any Person named as the obligee under any Mortgage, or the successor in interest to such Person. A "**First Mortgagee**" is the holder of a First Mortgage on a Lot, Patio Home, Unit or Parcel,.

Section 27. "**Neighborhood**" means and refers to the subsections of Cheval, which are more specifically described in Exhibit A-1 hereto.

Section 28. "**Occupant**" means and refers to the Person or Persons in possession of a Lot, Patio Home, Unit or Parcel, and shall, where context so requires, include the Owner.

Section 29. "**Owner**" means and refers to the record owner, whether one or more Persons or a legal entity, of the fee simple title to any Lot, Patio Home, Unit or Parcel, including contract sellers, but excluding any other Person holding such fee simple title only as security for the performance of an obligation.

Section 30. "**Patio Home**" means and refers to any plot of land, shown upon any recorded subdivision plat of the Properties, which is used or intended for the construction of a living unit, including those living units described as Patio Homes, Villa's or Townhouses which, (i) consists of less than 20,000 square feet, (ii) lies within the recorded plats of (a) Chateaux Loire, as recorded in Plat Book 71, Page 12, Public Records of Hillsborough County, Florida, (b) Cannes Village, as recorded in Plat Book 69, Page 38, Public Records of Hillsborough County,

Florida or (c) Biarritz, as recorded in Plat Book 66, Page 34 of the Public Records of Hillsborough County, or (iii) was designated by Declarant as Patio Home.

Section 31. **"Person"** means and refers to any natural person or artificial entity having legal capacity.

Section 32. **"Plat"** means and refers to those plats that more specifically describe the Properties submitted to this Declaration, which are more specifically described in **Exhibits "A-1" and "A-2"**.

Section 33. **"Properties"** or **"Property"** means and refers to the lands described Exhibits "A-1" and "A-2", as well as all other plots and parcels submitted to the Declaration as originally recorded and thereafter amended. **Exhibits "A-1" and "A-2"** are attached hereto and incorporated herein by reference.

Section 34. **"Recordation"**, **"Recorded"**, **"Recording"**, **"recordation"**, **"recorded"** or **"recording"** means filed for record in the Public Records of the County.

Section 35. **"Rules and Regulations"** means and refers to the rules and regulations of the Association governing the use of the Properties.

Section 36. **"Structure"** means and refers to any temporary or permanent improvement built or placed upon a Lot or Parcel.

Section 37. **"Surface Water Management System"** and **"Water Management System"** means and refers to the system described and approved by Hillsborough County and other governmental agencies having jurisdiction over the drainage system, waterways and bodies of water and connecting drains and personalty used in respect thereto within the Master Plan. Pursuant to Article IV of this Declaration, the Association has an easement for the maintenance, repair and operation of all elements of the Water Management System, including, but not limited to, access to all bodies of water, waterways and underground connections together with access to all pumps, gates and other functional and operational parts of the Water Management System, whether above or below ground or submerged. The Association is responsible for the operation, repair and maintenance of the Water Management System described in the permit(s) issued by SWFWMD. If wetland mitigation or monitoring is required, the Association shall be responsible to carry out this obligation and is responsible to complete the task successfully, including meeting all permit conditions associated with wetland mitigation, maintenance and monitoring.

Section 38. **"SWFWMD"** or **"District"** means and refers to the Southwest Florida Water Management District.

Section 39. **"Unit"** or **"Condominium Unit"** means and refers to real property that is subject to a Declaration of Condominium pursuant to Chapter 718, Florida Statutes.

ARTICLE II

THE ASSOCIATION

Section 1. Membership. Every Owner of a Lot, Patio Home, Unit or Parcel, is a Member of the Association. If title to a Lot, Patio Home, Unit or Parcel, is held by more than one Person or a legal entity, each such Person or legal entity is a Member. An Owner of more than one (1) Lot, Patio Home, Unit or Parcel is entitled to one (1) Association membership for each Lot, Patio Home, Unit or Parcel, subject to the weighted voting provisions set forth herein. Each Association membership is appurtenant to the Lot, Patio Home, Unit or Parcel, upon which it is based and it is transferred automatically by conveyance of title to that Lot, Patio Home, Unit or Parcel, and may not be separated from ownership of a Lot, Patio Home, Unit or Parcel. No Person or legal entity except an Owner may be a Member of the Association, and a membership in the Association may not be transferred except by transfer of title to a Lot, Patio Home, Unit or Parcel.

Section 2. Voting. The Association shall have 1 class of voting membership, which shall be identified as Class "A" Members. The Class "A" Members shall be the Owners of Lots, Units, Parcels and Patio Homes. The voting rights appurtenant to Class "A" Lots, Units, Parcels and Patio Homes shall be as follows:

- (a) **Lots.** Owners of Class "A" Lots shall be entitled to one (1) vote for each Lot owned.
- (b) **Patio Homes.** Owners of Class "A" Patio Homes shall be entitled to one-half (1/2) of one (1) vote for each Unit owned.
- (c) **Units.** The Owners of Class "A" Units shall be entitled to one-third (1/3) of one (1) vote for each Unit owned.
- (d) **Parcels.** The Owners of a Class "A" Parcel shall be entitled to one (1) vote per acre owned.

Section 3. Common Area Use and Operation. Each Owner shall have a right and non-exclusive easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to the Owner's Lot, Patio Home, Unit or Parcel, subject to the following provisions:

- (a) The right of the Association from time to time in accordance with this Declaration to establish, modify, amend and rescind Rules and Regulations regarding use of the Common Area;
- (b) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;
- (c) The right of the Association to suspend the right of an Owner to use the Common Area who is in violation of this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations or who is indebted to the Association for any monetary obligation that is more than ninety (90) days delinquent.

- (d) The right of the Association to dedicate, transfer or convey all or any part of the Common Area to any public agency, authority, or utility.
- (e) The right of the Association to grant easements as to the Common Area or any part thereof.
- (f) The right of the Association to operate, maintain, repair and replace improvements on the Common Area.

Any Owner may delegate his or her right of enjoyment to the Common Area and facilities to the members of his or her family, tenants, guests, and invitees. No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner, including any co-occupant, tenant, guest or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner or occupant of a Lot, Patio Home, Unit or Parcel. No Owner may maintain, treat, landscape, sod, or place or erect any improvement or structure of any kind on the Common Area without the prior approval of the Board.

Section 4. Capital Improvements. Except for replacement or repair of items installed by Declarant, the Association may not authorize capital improvements to the Properties without the prior approval of at least two-thirds (2/3) of the voting interests of Members who are present and voting, in person or by proxy, at a meeting duly convened for such purposes and at which quorum is achieved. Notwithstanding the foregoing restriction, in a given fiscal year, the Association's Board of Directors may complete Capital Improvements with general operating funds without any membership vote in an amount which does not exceed ten percent (10%) of the Association's annual operating budget, including reserve funds.

Section 5. Amplification. The provisions of this Declaration may be amplified by the Articles of Incorporation and Bylaws of the Association, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in the Declaration. If a conflict necessarily results, this Declaration shall control anything to the contrary in the Articles of Incorporation or Bylaws. Furthermore, if any conflict results between the provisions of the Articles of Incorporation or the Bylaws, the Articles of Incorporation shall control.

Section 6. Indemnification of Officers and Directors. To the extent permitted by Law, the Association shall indemnify each officer, director and committee member of the Association, including, without limitation, members of the ALRC, from any and all expenses, including but not limited to legal expenses incurred, arising out of such Person's acts undertaken on behalf of the Association unless (i) such acts were both adverse to the Association and resulted in personal gain to the Person; (ii) such acts were a violation of criminal law for which the Person either pleads guilty or nolo contendere or is found to be guilty in a court of law; or (iii) such acts were an unreasonable, willful and knowing violation of the Documents. This provision is self-executing and the Association, through its Board, may also take any action necessary or desirable in order to carry out its purposes.

Section 7. Security. The Association and its respective successors, assigns, agents, employees, officers, directors, contractors or subcontractors (all of whom shall be collectively

referred to as the “**Provider**” for the purposes of this Section) shall have no obligation to provide for the health, safety or welfare of any Owner or Occupant or Owner’s or Occupant’s respective invitees, agents, guests, contractors or subcontractors (all of whom shall be collectively referred to as a “**Party**” or “**Parties**” for the purpose of this Section) or for the protection or preservation of a Party’s personal property when such Parties or their personal property are present upon or using the Properties. No Provider’s act or omission shall be construed as a provision of any security service or as an acceptance or failure of any duty or obligation to provide for the health, safety or welfare of any Party or the protection or preservation of any Party’s personal property. All Persons, by their use and occupation of the Properties shall assume the risk of any loss, harm or damage to themselves and their personal property, which may occur upon the Properties.

Section 8. Association Services. The Association may obtain and pay for the services of any Person to manage its affairs to the extent the Board deems advisable, as well as such other personnel as the Board determines are necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. Without limitation, the Board may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Association, Property or the enforcement of the Documents.

Section 9. Water Management System Management. The Association shall exist in perpetuity. However, should the Association dissolve, the responsibility for the maintenance, repair and operation of the Water Management System will be transferred to and maintained by one of the entities identified in Sections 12.3.1(a) through (f), of the SWFWMD’s Applicant’s Handbook Volume I, who has the powers listed in Sections 12.3.3(b)1 through 8, the covenants and restrictions required in Sections 12.3.(c) 1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Water Management System described in Sections 1.3.3(d) 1 or 2 prior to its dissolution. The SWFWMD Permit issued for a portion of the Properties is attached hereto as **Exhibit “D”** and incorporated herein by this reference. The registered Agent for the Association will maintain copies of all further permitting actions for the benefit of the Association. SWFWMD has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Water Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

Section 10. Use of Lakes and Ponds. Swimming or bathing in lakes or ponds is prohibited. Owners, occupants, guests and invitees may use any lake or pond on the Properties for the purpose of fishing from the land or the bank, as long as access to the lake or pond may be gained over a parcel or parcels not privately owned. This use may be extended to guests and invitees of a Lot Owner. Subject to the foregoing restrictions, fishing in lakes and ponds is permitted from sun-up to sun-down, only. Fishing is prohibited after dark. No Owner may alter the shoreline or the depth of water from any lake, pond or waterway, nor shall any water be drawn from, nor shall liquid or solid material be added to any such body of water.

ARTICLE III

EASEMENTS

Easements. This Declaration cannot be amended to modify to eliminate the easements reserved to the Association or described in this Declaration without prior written approval of the

Association, and any attempt to do so shall have neither force nor effect. Any easement reserved to the Association herein shall be deemed transferred to an Owner in the same instrument conveying a Lot, Unit, Parcel, Club or Patio Home to such Owner, and shall be appurtenant to such Owner's interest in such Lot, Unit, Parcel, Club or Patio Home and may not be separately transferred from the Lot, Unit, Parcel, Club or Patio Home but shall pass with each subsequent transfer of the Lot, Unit, Parcel, Club or Patio Home whether or not separately described. The following easements are hereby reserved for the Association, and when context requires, as determined by the Board, for the Association's agents, subcontractors, builders, Club Facilities members and guests, and each of their respective assigns, grantees, invitees, licensees and successors, unless said assignees, grantees, invitees, licensees and successors are the subject of an action of the Board prohibiting their entry onto the Properties:

- a. Construction Easement. An easement to enter upon, through or over and to use (as further limited herein) any portion of the Common Area in connection with construction on the Properties.
- b. Drainage Easement. An easement or easements for drainage as may from time to time be required for the maintenance of the surface water management system or to control, repair and maintain drainage on any part of the Properties for the safety, protection and enhancement of the Properties.
- c. Service Easement. An easement benefiting Hillsborough County or other authorized Local Government officials, including, without limitation, police, fire, medical and other emergency service providers, and private or public sanitation service providers, a non-exclusive easement for ingress and egress over and across all Common Areas, Lots, Parcels, streets and roadways, in order to perform services offered to the public and the Association's obligations herein.
- d. Maintenance and Repair. An easement for maintenance, repair, replacement and operation of the common facilities, items of property and personalty included within the Common Areas and a ten (10) foot easement from the perimeter of the Properties across all lands to permit the maintenance, repair and replacement of perimeter walls, fences, hedges and gates. This easement shall include the right of a property owner to prune a tree, shrub or bush, including the root system of such plant life, back to the property line of an adjoining Lot Owner.
- e. Pedestrian. An easement for pedestrian traffic over, through and across the Common Areas, public ways and such sidewalks, bicycling paths, golf tracks, jogging trails and walkways as may be created excepting golf tracks on the golf course facility.
- f. Security System. An easement for an access control system which may be constructed and implemented by the Association from time to time.
- g. Vehicular. An easement for vehicular traffic over, through and across the Common Area, more particularly described as boulevards, roads, trails, courts, places, drives and other designated roadways, including access to public roadways and sidewalks. Said easement shall include the right to control the direction and speed of traffic, as well as designating the appropriate parking areas, the number of vehicles permitted on the Properties from time to time, and controlling the permitted hours of parking.

- h. **Reciprocal Easements.** There shall be reciprocal appurtenant easements between the lands adjacent to either side of a boundary wall for lateral and subjacent support, and for encroachments caused by the willful placement, settling and shifting of any such walls as constructed, or reconstructed.
- i. **Irrigation.** An easement for the installation, operation, maintenance, repair and replacement of irrigation equipment and systems on or servicing Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obliged to maintain, operate, replace and repair such irrigation system and equipment as a Common Expense.
- j. **Utility Easements.** Easements for installation and maintenance of utilities and cable television (if any) are reserved or granted within the Subdivision as shown on the Plat and over, under, across and through the Subdivision, for the perpetual and non-exclusive use and benefit of the Properties, to the providers of utility services to the Subdivision. Within the easements shown on the Plat, no structure, planting, or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or cable television or that may impede the flow of water through drainage channels in the easements. The easement area of each Lot or Parcel, and all improvements in it shall be maintained continuously by the Owner of the Lot or Parcel, except for those improvements for which a public authority or utility company is responsible or for which the Association is responsible pursuant to this Declaration.
- k. **Utility Connection.** All Lots, Patio Homes, Units or Parcels are served by a sanitary sewer system and public water system. No septic tank or well of any kind shall be installed on any Lot or Parcel; however, nothing herein shall prohibit or be construed to prohibit existing septic tanks or wells. All utilities, including, but not limited to, telephone, cable television, electric, gas, water and sewer, have been or will be installed underground and within, below or upon the Properties (including within, below or upon each Lot and the Home thereon). Repairs and maintenance of any utilities serving a particular Home may affect the adjacent Lot, Patio Home, Unit, Parcel, or Home. Easements are hereby reserved and granted over, under, across and through the Properties for the service providers described herein for the purposes of their providing said services.
- l. **Easement for Encroachment.** There shall be reciprocal, perpetual easements of encroachment between each adjacent Lot, Patio Home, Unit, Parcel or Home due to the unintentional placement, settling or shifting of party walls constructed, reconstructed, or altered thereon to a distance of one foot (1') as measured from any part on the common boundary along a line perpendicular to such boundary at such point.
- m. **Easement for Lateral Support.** There shall be reciprocal, perpetual easements of lateral support between each adjacent Lot, Patio Home, Unit, Parcel or Home upon the structural components, including the Party Walls for lateral support of each Home. No Owner shall demolish, modify, or interfere with a Party Wall so as to diminish or in any way alter the lateral support which such Party Wall affords any Home.

ARTICLE IV

MAINTENANCE

Section 1. Operation, Maintenance, and Repair of Common Area. The purpose of the Association shall be to operate, maintain and repair the Common Area, and any improvements thereon, to maintain the decorative entranceways to the Properties and landscaped medians of internal subdivision streets within the Properties, except those maintained by other Associations; to maintain and repair any irrigation facilities servicing land which the Association is obliged to maintain; to pay for the costs of street lighting for Common Areas, publicly dedicated arterial and collector streets (other than internal subdivision streets) within the Properties, or other areas designated by the Board of Directors, and take such other action as the Association is authorized to take with regard to the Properties pursuant to this Declaration, the Articles of Incorporation, the By-Laws, and the Rules and Regulations.

Section 2. Maintenance by Owners. Each Owner shall repair, replace and maintain all improvements on their Lot, Patio Home, Unit, Parcel or Home unless such obligations are specifically assigned to the Association in this Declaration. Each Owner of any damaged improvement shall be responsible for the prompt performance of all necessary repairs and replacements, whether insurance coverage for the damage exists or not. The Association shall be permitted to supervise such repairs and replacements to ensure that they are completed in a manner consistent with this Declaration; however, the Association shall have no obligation to do so. In the event that an Owner does not timely complete such repairs and replacements, as determined exclusively by the Association's Board of Directors, the Association has the right, but not the obligation, to perform said repairs or replacements and assess the Owner for the cost of same. Any expenses incurred by the Association shall be a lien against the Owner's Lot, as well as the Owner's personal obligation.

Section 3. Voting. The Association shall have 1 class of voting membership, which shall be identified as Class "A" Members. The Class "A" Members shall be the Owners of Lots, Units, Parcels and Patio Homes. The voting rights appurtenant to Class A Lots, Units, Parcels and Patio Homes shall be as follows:

- (a) **Lots.** Owners of Class "A" Lots shall be entitled to one (1) vote for each Lot owned.
- (b) **Patio Homes.** Owners of Class "A" Patio Homes shall be entitled to one-half (1/2) of one (1) vote for each Unit owned.
- (c) **Units.** The Owners of Class "A" Units shall be entitled to one-third (1/3) of one (1) vote for each Unit owned.
- (d) **Parcels.** The Owners of a Class "A" Parcel shall be entitled to one (1) vote per acre owned.

ARTICLE V

ASSESSMENTS

Section 1. Assessments Established.

(a) Amounts Included. For each Lot, Patio Home, Unit and Parcel, with or without completed improvements thereon, each Owner by acceptance of a deed thereto, whether or not it is so expressed in such deed, is deemed to covenant and agree, to pay to the Association all such amounts, charges, fees, expenses, costs and assessments of every type permitted under this Declaration (collectively “Assessments” or “Assessment”) as follows:

- i. “Annual Assessment”, as provided in Section 2 of this Article; and
- ii. “Special Assessments”, as provided in Section 3 of this Article; and
- iii. “Specific Assessments”; as provided in Section 4 of this Article; and
- iv. All excise taxes, if any, that from time to time may be imposed by Law upon all or any portion of the Assessments; and
- v. Interest and costs of collection of such Assessments, including but not limited to, reasonable attorney’s fees and costs at all court levels, including bankruptcy proceedings, trial court proceedings and appellate proceedings.

(b) Lien for Assessments. All of the foregoing Assessments are a continuing charge on the Lot, Patio Home, Unit and Parcel, including, without limitation, the Dwellings, fixtures, landscaping, trees, and vegetation from time to time located thereon, and is secured by a continuing lien upon the Lot, Patio Home, Unit and Parcel against which each Assessment is made. Each such Assessment, together with excise taxes (if any), interest and all costs and expenses of collection, including but not limited to reasonable attorney’s fees and costs, shall be the personal obligation of the Person (or entity, if applicable) who was the Owner of such Lot, Patio Home, Unit and Parcel when such Assessment became due. An Owner is jointly and severally liable with the previous Owner(s) for all unpaid Assessments that came due up to the time of transfer of title from the previous Owner to the current Owner. This liability is without prejudice to any right the current Owner may have to recover from the previous Owner the amounts paid by the current Owner.

Section 2. Annual Assessment. The Annual Assessment levied by the Association against each Lot, Patio Home, Unit and Parcel shall be due on or before January 1 of each year or on such other date(s) as established by the Board of Directors, including by payment of monthly or quarterly installments, with or without interest, each calendar year. The Annual Assessment shall be used exclusively to promote the recreation, health, safety and welfare of the Owners and Occupants, including (i) the operation, management, insuring, maintenance, repair, servicing, renewal, replacement and improvements of the Common Area (if any) or Common Areas of Responsibility required to be maintained by the Association, if any; (ii) the cost of insurance, labor, equipment, materials, management, supervision of all areas required to be maintained, repaired, replaced or insured by the Association; (iii) reserves for Common Area and improvements thereon, which shall be pooled and kept in accordance with Chapter 720, Florida

Statutes; and (iv) all other general activities and expenses of the Association, regardless of whether such activities or expenses are specifically set forth in this Declaration. Annual Assessments shall be imposed against the Lots, Patio Homes, Units and Parcels based upon their proportionate share of all Common Expenses, which shall be as follows:

- (a) Lots. Class A Lots shall be subject to one hundred percent (100 %) of the Annual Assessment imposed against the Lots (“Annual Lot Assessment”) pursuant to the budget adopted by the Board of Directors.
- (b) Patio Homes. Class A Patio Homes shall be subject to fifty percent (50%) of the Annual Lot Assessment.
- (c) Units. Class A Units shall be subject to thirty-three and one third (33 1/3%) of the Annual Lot Assessment.
- (d) Parcels. Class A Parcels shall be subject to one hundred percent (100%) of the Annual Lot Assessment for each acre owned.

The foregoing percentages shall be referred to as each Owner’s “Proportionate Share” of the Common Expenses based upon the type of property.

Section 3. Special Assessments. In an assessment year, a Special Assessment may be assessed or levied by the Association (in addition to the Annual Assessment or Specific Assessments or any other type of Assessment), for the purpose of defraying, in whole or in part, any or all of the following: (i) the amount of any deficit in the budget of the Association; (ii) any permitted cost or expense of the Association for which funds are not otherwise available; (iii) the cost of any nonrecurring maintenance, or the acquisition, construction, reconstruction, repair or replacement of capital improvements required to be maintained, repaired and replaced by the Association; (iv) the cost of any insurance required or authorized to be maintained under this Declaration; and (v) the cost and expense of any legal proceedings, mediations, arbitrations, suits, negotiations and appeals. Such Special Assessments shall be divided equally among the Lots, Patio Homes, Units or Parcels, according to the Proportionate Share attributable to each of them. The Association shall separately account for the proceeds of such Special Assessment and proceeds shall be used solely and exclusively to fund the nonrecurring maintenance or improvements or insurance premiums in question, provided such Special Assessment first is approved by a majority of the Members who are present and voting in person or by proxy at a meeting duly convened for such purpose at which quorum is achieved. Any such Special Assessment shall be due on the date fixed by the Board, and may be payable in one or more installments, with or without interest, as the Board determines. Special Assessments shall be imposed against the Lots, Patio Homes, Units and Parcels based upon their Proportionate Share of all Common Expenses.

Section 4. Specific Assessments. Any fine and any and all accrued, liquidated indebtedness of any Owner to the Association arising under any provision of the Documents, or by contract expressed or implied, or because of any act or omission of any Owner or Person for whom such Owner is responsible (including, without limitation, guests, family members, invitees, agents, insurers, contractors or sub-contractors), may also be assessed by the Association against such Owner’s Lot, Patio Home, Unit or Parcel, after such Owner fails to pay it within forty five (45) days after written demand. Specific Assessments arising from any late

charges, penalties, interest, or liquidated indebtedness of any Owner to the Association arising under any provision of the Documents, or by contract expressed or implied, or because of any act or omission of any Owner or Person for whom such Owner is responsible, which do not result from a breach of the Documents as contemplated in §720.305, Florida Statutes, shall not be deemed a “fine” for the purposes of §720.305, Florida Statutes, and shall not be prohibited from becoming a lien upon a Lot, Patio Home, Unit or Parcel. Specific Assessments are levies against an individual Lot, Patio Home, Unit or Parcel, and/or the Owner of said Lot, Patio Home, Unit and Parcel, and shall therefore not be calculated or paid in accordance with or determined by the Proportionate Share.

Section 5. Budget Approval and Amount Changes.

(a) **Budget Approval Process.** At least thirty (30) days before the end of each fiscal year, the Board shall prepare and distribute to all Owners of record at that time notice of a Board meeting where the proposed operating budget for the Association next fiscal year will be considered by the Board. If the Board's proposed budget requires an Annual Assessment of one hundred fifteen percent (115%) or less of the Annual Assessment for the fiscal year then ending, the Annual Assessment so proposed shall, with the approval of a majority of the members of the Board given at a duly called meeting of the Board for such purpose, take effect at the commencement of the next ensuing fiscal year (or immediately if approved during the next ensuing fiscal year) without further notice to any Owner. The calculation of the one hundred fifteen percent (115%) amount shall not include non-recurring expenses, any increase due to an increase in utility charges, reserve funding or increased insurance or tax costs, and such costs shall be automatically passed and included as part of the Annual Assessment. However, if such proposed budget requires an Annual Assessment that is more than one hundred fifteen percent (115%) of the Annual Assessment then in effect (after adjustment for the amounts set forth above), the Board shall call a meeting of the Members on not less than fourteen (14) days prior notice for the purpose of approving such increase. A majority of the voting interests represented by Owners who are present and voting at a meeting of the Members where a quorum is achieved, either in person or by proxy, is sufficient for such approval, and the Annual Assessment approved will take effect at the commencement of the next ensuing fiscal year (or immediately if approved during the next ensuing fiscal year) without further notice to any Owner. If the proposed Annual Assessment is disapproved, a majority of the Members voting at that meeting shall determine the Annual Assessment for the next ensuing fiscal year, which may be in any amount not exceeding that stated amount in the meeting notice. Each Annual Assessment may be payable in such number of installments, including monthly or quarterly installments, with or without interest, as the Board determines.

(b) **Budget Increases.** Notwithstanding the above provisions, the Annual Assessment may increase in an amount greater than one hundred fifteen percent (115%) of the prior year's budget without a vote of the Members if such additional increase is due solely to maintenance costs that have been added by the Association's Board since the preparation of the last annual budget and determination of the last Annual Assessment or required to pay insurance premiums or taxes. If any such amenities or recreational features are added, the initial year's Annual Assessment and subsequent Annual Assessments shall be immediately adjusted by the Board, with or without the consent of the Members, to cover the additional maintenance, insurance or tax expenses.

(c) Carry Over of Former Budget. If for any reason a new annual budget or new Annual Assessment amount is not timely approved, is delayed, is the subject of a legal injunction or other court action challenging, stopping or delaying same, or is otherwise not in place before the commencement of the new fiscal year, then the prior year's annual budget and Annual Assessment shall continue in full force and effect until such time as a new annual budget and new Annual Assessment are approved.

(d) Reserves. The Association has established reserve accounts for deferred maintenance expenditures and replacement costs related to Association property. Reserve accounts shall be fully funded as part of each annual budget provided for in this Section 5, unless partial funding or the waiver of such funding is approved by the vote of a majority of the Members who are present and voting at a duly noticed Membership Meeting.

Section 6. Assessment Lien. All Assessments and other sums assessed, charged, levied or otherwise due from any Lot, Patio Home, Unit or Parcel, or Owner thereof, in accordance with the Documents, together with interest and all costs and expenses of collection, including reasonable attorneys' fees and costs and late fees, are secured by a continuing lien upon the Lot, Patio Home, Unit or Parcel, in favor of the Association. Such lien is subject and inferior to the lien for all sums secured by any First Mortgage encumbering such Lot, Patio Home, Unit or Parcel, but all other lienors acquiring liens on any Lot, Patio Home, Unit or Parcel, after the Declaration was recorded are deemed to consent that such liens are inferior to the liens established therein, whether or not such consent is set forth in the instrument creating such lien. The recordation of the Declaration and this Amended and Restated Declaration constitutes constructive notice to all purchasers and creditors, or either, of the existence of the Association's lien and its priority. The Association may, but is not required to, from time to time, record a Notice of Lien against a Lot, Patio Home, Unit or Parcel, in accordance with Chapter 720, Florida Statutes, to further evidence the lien established by this Declaration, which lien shall relate back to the date of recording of the original Declaration.

Section 7. Association Remedies. Any Assessment not paid within thirty (30) days after its due date shall be deemed delinquent, shall bear interest from its initial due date at the rate of eighteen percent (18%) per annum and shall be subject to an administrative late fee in an amount not to exceed the greater of twenty five dollars (\$25) or five percent (5%) of the amount of each installment that is paid after the due date. Additionally, if an Owner's account is more than thirty (30) days delinquent, the Association may accelerate the Assessment for the remainder of the calendar year and declare the Assessment for the entire calendar year immediately due. The Association may sue the Owner personally obligated to pay such Assessment for a money judgment, or it may foreclose its lien upon the Lot, Patio Home, Unit or Parcel, or both. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien, or its priority. No Owner may waive or escape liability for the Association's Assessments by non-use of the Common Area, if any, or by abandonment of such Owner's Home, Lot, Patio Home, Unit or Parcel. Any payment received by the Association and accepted shall be applied first to any interest accrued, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection, and then to the delinquent Assessment. The order of allocation of the payment contained herein shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment. The administrative late fee shall not be subject to the provisions of Chapter 687, Florida Statutes, and it shall not be deemed a fine.

Section 8. Foreclosure. The lien upon a Lot, Patio Home, Unit or Parcel for sums assessed or otherwise due pursuant to the Documents may be enforced by a judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida and as required by Chapter 720, Florida Statutes. In such foreclosure, the Owner is required to pay all costs and expenses of the litigation and foreclosure, including but not limited to, reasonable attorneys' fees and costs. All such fees, costs and expenses are secured by the Association's lien. Such Owner shall also pay to the Association all Assessments against the Lot, Patio Home, Unit or Parcel that become due during the period of foreclosure, which also are secured by the lien foreclosed and will be accounted and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure sale, or to acquire such Lot, Patio Home, Unit or Parcel, by deed or other agreement or proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, use and otherwise deal with such Lot, Patio Home, Unit, Parcel, and/or Home as its Owner until conveyed to another party. If any foreclosure sale results in a deficiency, the Association may petition the Court having jurisdiction of the foreclosure to enter a personal judgment against the foreclosed Owner for such deficiency.

Section 9. Lien Subordination. The liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage, who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of: (i) The parcel's unpaid common expenses and regular periodic or special assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the association; or (ii) One percent (1%) of the original mortgage debt. The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgage foreclosure action.

Section 10. Homestead. By acceptance of a deed thereto, each Owner of each Lot, Patio Home, Unit or Parcel, is deemed to acknowledge conclusively that (i) the Assessments established by this Declaration are for the improvement and maintenance of any homestead thereon; (ii) the Association's lien for such Assessments has priority over any such homestead; and (iii) such Owner irrevocably waives the benefit of any homestead exemption for their Lot, Patio Home, Unit or Parcel, otherwise available with respect to all amounts secured by such lien of the Association.

ARTICLE VI

INSURANCE

The Association shall acquire and continuously maintain the following insurance coverage in such amounts determine by the Board of Directors from time to time:

- (a) Director and Officer Liability Insurance.
- (b) Liability Insurance.
- (c) Workers' Compensation Insurance, as required by law.

(d) Fidelity Bond, unless waived in accordance with applicable law, as amended from time to time.

The Association shall promptly pay all insurance premiums for the above-referenced policies in a timely manner to ensure continuous coverage. Insurance premiums shall be a Common Expense of the Association. Except as provided in this Section below, the amount of coverage obtained by the Association's Board of Directors shall be determined by the Board in its business judgment. The fidelity bond referenced in this Section shall cover the maximum funds that will be in the custody of the Association at any one time. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association. Additionally, the Association shall only employ properly licensed vendors, contractors and other service providers carrying insurance consistent with the requirements established by the Board from time to time.

ARTICLE VII

ARCHITECTURAL AND LANDSCAPING REVIEW COMMITTEE

Section 1. Creation and Composition. The "**Architectural and Landscaping Review Committee**" (the "**ALRC**") shall mean, as follows: The Association shall have the right, power, authority, and obligation to establish an ALRC as a committee of the Association. The ALRC members shall serve at the pleasure of the Association's Board. The ALRC shall act in accordance with the restrictions herein and all Rules and Regulations adopted pursuant to this Declaration.

Section 2. Design Standards. The Board of Directors of the Association, shall from time to time, subject to this Declaration, adopt, promulgate, amend, revoke, and enforce written guidelines, hereinafter referred to as the "**Design Standards**" for the purposes of:

- (i) governing the form and content of plans and specifications to be submitted to the ALRC by Members for approval pursuant to this Declaration;
- (ii) governing the procedure for such submission of plans and specifications;
- (iii) establishing guidelines with respect to the approval and disapproval of design features, architectural styles, exterior colors and materials, details of construction, location and size of any Structure, and all other matters that require approval by the ALRC pursuant to the Documents; and
- (iv) establishing guidelines for approval of landscaping changes and maintenance of Structures, including, without limitation, roof replacement and exterior colors.

Section 3. Committee of Association as ALRC. The Design Standards used by the ALRC shall be in writing and drafted to specifically state or allow a reasonable inference therefrom, as to the location, size, type or appearance criteria with which all Owners shall comply. If the Design Standards or this Declaration allows Owners certain permitted options, in the use of material, the size of the structure or improvement, the design of the Home or improvement, or the location of the Home or improvement on the Lot, Patio Home, Unit or

Parcel, the ALRC shall not prohibit any of Owner's selection of such allowed options. Neither the Association nor any architectural, construction improvement, ALRC or other such similar committee of the Association shall enforce any policy or restriction that is inconsistent with the rights and privileges of an Owner set forth in this Declaration or Design Standards, whether uniformly applied or not. When this Declaration or the Design Standards do not provide for specific setback limitations, the applicable County setback limitations shall apply, and neither the Association nor any architectural, construction improvement, ALRC or other such similar committee of the Association shall enforce or attempt to enforce any setback limitation that is inconsistent with the applicable County standards. Nothing in the foregoing regarding Design Standards shall be construed to allow Owners to violate or otherwise not comply with all applicable Law, zoning, building, and construction codes and ordinances or to violate any setback, prohibition or other restriction or covenant.

Section 4. General Exterior Aesthetics. In reviewing any particular application, the ALRC shall consider whether its action will: (i) assure harmony of external design, materials and location in relation to surrounding Dwellings, and topography within the Property; (ii) preserve the value and desirability of the Property as a residential community; (iii) be consistent with the provisions of this Declaration and applicable Law; and (iv) be in the best interest of all Owners in maintaining the value and desirability of the Property as a residential community. No Dwelling, building, wall, landscape plan or other exterior improvements, rain gutters, doors, or other structure or improvement shall be commenced, erected, placed, or installed upon the Properties, nor shall any landscape plan or exterior addition to or change or alteration of any type (including lighting fixtures) to any Dwelling, wall, or other structure or improvement erected or installed by Developer as part of the development of the Properties be made, nor shall any Dwelling, structure, improvement, road, sidewalk, driveway, landscape plan or other exterior improvement, rain gutters, or exterior of a Dwelling be repainted, repaired, modified (in whole or in part), or decorated differently from its original color or décor until the plans and specifications therefore showing the nature, design, color, kind, shape, height, materials, and location of the improvement, alteration, landscape plan or other exterior improvements, or change shall have been submitted to and approved in writing by the ALRC.

Section 5. ALRC Approved Plans. Upon approval by the ALRC of any plans and specifications submitted pursuant to this Declaration, a copy of such plans and specifications, as approved, shall be deposited for permanent record with the Association and a copy of such plans and specifications bearing such approval, in writing, shall be returned to the applicant submitting the same. Approval for use in connection with any Lot, Patio Home, Unit, Parcel, Home or Dwelling of any plans and specifications shall not be deemed a waiver of the ALRC's right, in its discretion, to disapprove similar plans and specifications or any of the features or elements included therein if such plans, specifications, features or elements are subsequently submitted for use in connection with any other Lot, Patio Home, Unit, Parcel, Home, Dwelling or Structure. Approval of any such plans and specifications relating to any Lot or Dwelling, however, shall be final as to that Lot or Dwelling and such approval may not be reviewed or rescinded thereafter, provided that Owner has adhered to, and complied with, such plans and specifications, as approved, and any other conditions attached to or part of any such ALRC approval.

(a) **Owner Construction Requirements.** It shall be the responsibility of each Owner at the time of construction or reconstruction of any Dwelling or structure on the Owner's Lot, Patio Home, Unit, or Parcel to comply with all applicable laws, ordinances, codes, covenants, restrictions, rules, regulations and guidelines.

(b) ALRC Plan Revisions Required by Law. Notwithstanding anything to the contrary, the ALRC may request changes in any plans or specifications that are required by Law. The Association shall not be liable to any person or entity for damages resulting therefrom.

(c) ALRC Liability. With regard to any plans and specifications approved by the ALRC, no member of the ALRC or the Association, its officers, directors, agents, and employees, shall be responsible or liable in any way for any defects in any plans or specifications, nor for any defects in any work done according to such plans and specifications nor for the failure of the plans and specifications to comply with any Law. Further, no member of the ALRC, or the Association, its officers, directors, agents, and employees, shall be liable to anyone by reason of mistake in judgment, negligence, misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications or the exercise of any other power or right the ALRC or the Association provided for in the Documents. Every Person who submits plans or specifications to the ALRC or Association for approval agrees, by submission of such plans and specifications, and every Owner agrees, that they will not bring any action or suit against any member of the ALRC, or the Association, its officers, directors, agents, and employees, to recover for any such damage. Approval of a plan or specification shall be evidence of compliance with this Article and shall not be evidence of endorsing, ratifying, warranting or otherwise assuring the safety, integrity, merit or validity of the improvement. An appropriate permit from a Local Government building department is not a substitute for ALRC approval and no ALRC approval shall be deemed or construed as a replacement or substitute for any permit or inspection required by any Local Government or agency thereof.

(d) ALRC Right of Inspection. Prior to the issuance of a certificate as set out in the Section below, any contractor, sub-contractor, member, employee or agent of the ALRC may, after reasonable notice, at any reasonable time, enter upon any Lot, Patio Home, Unit, Parcel, and Structure thereon for the purpose of ascertaining whether the installation, construction, alteration, or maintenance of any Structure or the use of any Lot or Structure is in compliance with the provisions of the Documents; and neither the ALRC, nor any such contractor, sub-contractor, agent, employee or member thereof shall be deemed to have committed a trespass or other wrongful act by reason of such entry or inspection.

Section 6. Fees. The Association may charge a reasonable fee for the ALRC's review of plans and specifications. The fee shall be established by the Board of Directors from time to time, but it shall not exceed Five Hundred Dollars (\$500.00) per plan. Provided that ALRC approval has been granted to a homeowner prior to commencement of the work, and further provided that the work is approved by the ALRC after completion, the fee in its entirety shall be credited towards that homeowner's account with the Association.

Section 7. Certification by Architectural Review Committee. At the request of any Owner, the Association from time to time will issue, without charge, a written certification that the improvements and other exterior items situated upon such Owner's Lot, Patio Home, Unit, or Parcel have been approved by the ALRC, if such is the case. Notwithstanding, the Association shall not be required to produce more than one (1) certification annually at no charge.

Thereafter, an additional written certification may be provided to an Owner requesting same, provided, however, the Association may charge the Owner a reasonable fee to do so.

Section 8. Violations. If any Dwelling, structure, exterior change, or improvement shall be erected, placed, maintained, or altered upon any Lot, Patio Home, Unit, or Parcel, otherwise than in accordance with the plans and specifications approved by the ALRC, such erection, placement, maintenance, or alteration shall be deemed to have been undertaken in violation of this Article and without the approval required herein. If in the opinion of the ALRC or Board such violation shall have occurred, the Board, as may be appropriate, shall provide written notice to the Owner setting forth in reasonable detail the nature of the violation and the specific action or actions required to remedy the violation. If, in the Board's sole discretion, the Owner shall not have taken reasonable steps toward the required remedial action within thirty (30) days after the mailing of the aforesaid notice of violation, or such other time period determined by the Board in its sole discretion, the Association shall have and be entitled to, in addition to any other rights set forth in the Documents, all rights and remedies at Law or in equity. Actions of the Board with regard to such ALRC issues are final and binding upon all Owners.

ARTICLE VIII

COVENANTS AND USE RESTRICTIONS

The following covenants, conditions, restrictions, and easements are herewith imposed on the Property:

Section 1. Single Family Use. Each Lot, Patio Home, Unit, and Parcel may be improved and used for residential purposes only. No trade, business, or profession of any kind may be conducted on any Lot, Patio Home, Unit, Parcel, except for a home occupation as approved by the Local Government, which is not detectable by sight, sound or odor from the exterior of the Dwelling in which the approved home occupation occurs. The following home business uses are prohibited: (i) all home business uses which require employees, contractors, customers or clients to visit the Lot, Patio Home, Unit, or Parcel; and (ii) all home business uses that require (temporarily or permanently) the storage of flammable materials or toxic or other hazardous substances that are not commonly used or found in Dwellings. The decision of the Board whether an activity constitutes an improper business use on a Lot, Patio Home, Unit, or Parcel shall be binding upon all Owners, occupants, guests, invitees and interested parties.

Section 2. Setbacks and Building Lines.

(a) **Dwellings:** In no event shall any Dwelling be erected and located upon any such Lot, Patio Home, Unit, or Parcel, in a manner which violates or encroaches upon the building and setback lines required by Law, unless a variance is obtained from the Local Government and approved by the ALRC. Owners shall be on notice that compliance with Local Government requirements does not constitute approval by the Association.

(b) **Combining of Lots:** The combining of multiple Lots into a single home-site is prohibited.

Section 3. Property Identification Markers. The ALRC shall adopt standards and guidelines for property identification markers, including street numbers, house numbers and such similar markers. All Owners shall conform to the uniform property identification marker standards and guidelines of the Association.

Section 4. Use of Outbuildings and Similar Structures. No structure of a temporary nature, unless approved in writing by the ALRC, shall be erected or allowed to remain on any Lot, Patio Home, Unit, or Parcel. No trailer, camper, shack, garage, barn, or other structure of a similar nature on the Properties shall be used as a residence or for human habitation.

Section 5. Building Materials. No building materials or equipment used for construction of a Dwelling, major repairs, or remodeling purposes shall be stored on the Properties, except as permitted herein. Where a Dwelling must be substantially repaired or reconstructed, or where a new Dwelling is being constructed on vacant land, building materials and equipment may be stored on the Lot or Parcel where construction is occurring. All such building materials and equipment shall be neatly secured and shielded from view from other Lots, Parcels and Common Area whenever practicable. In no event shall building materials or equipment of any kind be left on or stored on a sidewalk, roadway or Common Area. The Association shall have the irrevocable right to relocate or permanently remove building materials or equipment that is left on or stored on any roadway, sidewalk, Common Area or any other portion of the Properties where such building materials or equipment violate this Section or constitute a hazard, as determined by the Board.

Section 6. Completion of Construction after Casualty. Construction of any Dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every Dwelling, structure or other improvement, the construction, repair, rebuilding or construction of which is begun on any Lot, Patio Home, Unit, or Parcel shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes. No Dwelling or improvement on a Lot, Patio Home, Unit, or Parcel which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than nine (9) months from the date of such damage or destruction. If reconstruction or repair of any such Dwelling or improvement is not so commenced within nine (9) months of the date of partial or total destruction, the Owner(s) thereof shall raze or remove the same within the aforementioned nine (9) month period. Any Owner who has suffered damage to his or her Dwelling by reason of fire or any other casualty shall apply to the Association for approval for reconstruction, rebuilding or repair.

Section 7. Livestock and Pets. No animal, livestock, poultry, or pet of any kind shall be raised, bred, or kept on any Lot, Patio Home, Unit, or Parcel, except that pets consisting of dogs, cats, or other small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purposes. Such household pets must not constitute a nuisance or cause unsanitary conditions. For the purposes of this Section, pets shall be deemed to constitute a nuisance if they create excessive or disturbing noises, whether by barking or otherwise, or if the pet has shown any violent or aggressive behavior or otherwise poses a danger to the health, safety, or welfare of any person or other pet. All pets must be kept on a leash when outdoors. Additionally, all Owners, occupants, guests and invitees of the Properties who own, house or

control a pet within the Properties shall comply with all laws and ordinances governing such pets.

Section 8. Nuisances Prohibited. No nuisances shall be permitted within the Properties, and no action, use, condition or practice which is an unreasonable source of annoyance to the Owners and occupants of any Lot, Patio Home, Unit, or Parcel shall be permitted. No unreasonably offensive or unlawful action shall be permitted, and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with by the Owners and occupants at all times. Examples of nuisances include, but are not limited to, emitting noise or odors that disturb an Owner's peaceful enjoyment of their Lot, Patio Home, Unit, or Parcel, failing to clean up after a pet, storing unreasonably dangerous substances on the Properties, failing to maintain a Lot, Patio Home, Unit, Parcel, or Dwelling in accordance with this Declaration or ALRC standards, discharging fireworks, igniting or maintaining a fire in an open area (other than in an approved fire pit), feeding wildlife or animals, hunting animals or wildlife with weapons, discharging a firearm, disrupting the peaceful enjoyment of others using Club Facilities, and maintaining or permitting any condition on the Properties that may cause irreparable harm to a person or their property or increased insurance costs.

Section 9. Antennae and Clotheslines. No radio or television transmission or radio reception antennae, apparatus or tower shall be erected on the Property or any Lot, Patio Home, Unit, or Parcel. Notwithstanding the above, a satellite dish antenna one (1) meter in diameter or less, or any other device designed and used for the reception of over the air broadcast television signals, may be installed only on property of the Owner. No clothesline shall be installed in the yard of any Lot, except in the rear yard of a Home. Clotheslines shall be retractable and displayed only while in use. From time to time, the Board may adopt additional standards and guidelines concerning the installation and appearance of antennae and clotheslines, which shall be consistent with applicable laws.

Section 10. Window Air Conditioners and Coverings. No window HVAC units shall be permitted. Additionally, no interior window treatments shall be permitted other than blinds, shades, drapes, and plantation shutters. Paper, foil, sheets and blankets shall never be used as window covers.

Section 11. Parking, Repairs & Liability for Violations.

(a) **Parking of Motor Homes and Similar Vehicles.** A house trailer, mobile home, motor home, or trailer/camper owned, leased or rented by an Owner or occupant may be temporarily parked in front of the Owner's Dwelling on the Owner's Lot for up to twenty four (24) consecutive hours. Such parking shall be temporary in nature only, and shall not occur on more than four (4) days during any thirty (30) day period. This section is intended to permit cleaning, loading and unloading, and temporary storage of house trailers, mobile homes, motor homes, or trailer/campers on a Lot, provided that such parking does not create a hazard, such as obstructing law enforcement or emergency medical services, or otherwise interfere with the aesthetics of the Properties.

(b) **Repairs, Maintenance and Operability.** There shall be no major or extended repair or overhaul performed on any vehicle, vessel, watercraft or trailer on the Properties. No vehicle, vessel, watercraft or trailer which is not suitable for lawful travel upon the highways of the State of Florida shall be kept or stored in open view upon any

of the Properties, including on any driveway or street within the Properties. All vehicles, vessels, watercraft and trailers shall have current license plates and registrations, if applicable.

(c) Limitation on the Number of Vehicles Stored. The number of vehicles of any kind that are parked or stored on a Lot's driveway at any given time shall not exceed the number of garage bay doors that are part of the improvements on a Lot. For example, if a Dwelling has a three (3) car garage with three (3) garage bay doors, no more than three (3) vehicles may be parked or stored on the Lot's driveway at any given time.

(d) Owner Joint and Several Liability. All Owners hereby agree and consent to be jointly and severally liable with their occupants, tenants, guests, family members, agents, invitees, contractors and sub-contractors (collectively for the purposes of this Section "Offenders") for all cost, expense, and liability of same for violations under this Section. The Owners' joint and several liability with Offenders hereunder shall include, without limitation, the obligation to indemnify and hold harmless the Association as set forth in this Section. The Association may look entirely to the Owner for all sums, amounts, or other monies due to the Association under this Section resulting from the acts or omissions of offenders or the violations of this Section by Offenders or the actions of the Association with regard to Offenders in accordance with this Section. All amounts due to Association hereunder shall be the basis for a Specific Assessment against the Owner who is jointly and severally liable with the offenders.

Section 12. Garbage and Refuse Disposal. No Lot, Patio Home, Unit, or Parcel, shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in sanitary containers designed for that purpose. All equipment and containers for the storage or disposal of such waste material shall be kept in a clean and sanitary condition. No incinerators or large compactors consistent with commercial use shall be used or present upon the Properties. All garbage cans, trash cans and similar containers shall be kept in the garage or behind a permitted exterior enclosure approved by the ALRC, except on the days of collection. If litter, rubbish or other waste or refuse materials are found on any Lot, Patio Home, Unit, or Parcel, the same shall be removed by the Owner at the Owner's expense.

Section 13. Changing Elevations. No Owner shall excavate or extract dirt, sand, minerals, or earth from a Lot for any business or commercial purpose. No elevation changes shall be permitted upon a Lot, unless approved in writing by the ALRC.

Section 14. Wells and Septic Tanks. Except as provided for in Article III herein, wells and septic tanks are prohibited.

Section 15. Driveways and Entrance to Garage. All driveways and entrances to garages shall be constructed of concrete or a hardscape substance approved in writing by the ALRC and of a uniform quality. Specific driveway colors, materials and other driveway criteria may be set forth in the Design Standards. All proposed modifications, including, without limitation, the application of any paints or coatings, to concrete pavement, including, but not limited to, sidewalks, walks, and driveways, must first be reviewed and approved in writing by the Board of Directors, which has exclusive discretion concerning the maintenance, repair and replacement of paved areas on Properties.

Section 16. Garages. All garages must be substantial and conform architecturally to the Home to which they relate. Garages shall be used only for parking motor vehicles, hobbies, and storing Owner's household goods and shall not be used or converted for human habitation. Screens, screen doors or any type of screening shall not be permitted on, over or across any garage door opening without first obtaining approval of the ALRC.

Section 17. Roof and Roof Materials. All replacement roofs shall be of the same material as originally constructed, unless otherwise approved by the ALRC. Further design, color, material and other restrictions regarding roofs and roofing materials shall be as set forth in the Design Standards.

Section 18. Entries and Porches. Provided that ALRC approval is obtained by the Owner prior to installation, the front entry area of a Dwelling, including, without limitation, the front porch of a Dwelling, may be enclosed by screen, windows or other approved material.

Section 19. Signs. Except as required by Law and as permitted by the Design Standards, no sign or advertising of any kind shall be installed, maintained or permitted on the Properties at any time.

Section 20. Mailboxes. All mailboxes shall be maintained, repaired and replaced in accordance with the Design Standards. No other mailboxes or delivery receptacles shall be permitted without the express written consent of the ALRC.

Section 21. Trees. No trees shall be removed or planted on the Properties without the prior written approval of the Association.

Section 22. Gardens. No vegetable garden of any kind, including a garden in the ground or a free standing garden, shall be planted or installed on the Properties, except in a raised or hanging container in the existing beds on the side or at the rear of the Dwelling.

Section 23. Storage Receptacles. All garbage or trash containers, oil tanks, bottle gas tanks, soft water tanks and similar receptacles shall be placed in the garage of a Dwelling or under the surface of the ground or behind a walled-in area or behind substantial shrubbery so as to not be visible from a roadway or objectionable to an adjacent Owner of any Lot, Patio Home, Unit or Parcel. All such enclosures shall be approved by the Association prior to installation and modification.

Section 24. Fences. No fences shall be installed or maintained on any of the Properties, except as permitted by the Design Standards and approved by the ALRC.

Section 25. Swimming Pools. No swimming pool shall be installed or maintained on the Properties, except as permitted by the Design Standards and approved by the ALRC.

Section 26. Basketball Goals. No permanent basketball goals may be installed, erected or placed on the Properties, except as permitted by the Design Standards and approved by the ALRC.

Section 27. Sheds or Utility Buildings. No shed, barn, storage shed, utility building or similar structure shall be installed or maintained on the Properties.

Section 28. Garage Sales. Garage sales, as defined herein, are prohibited on the Properties, except as allowed by the Board based upon advance written permission. A “Garage Sale” means and refers to any public display or offering, either for sale or for free, to the public of one or more items of personal property by persons residing on the Properties on which the sale is conducted and shall include sales commonly referred to as patio sales, driveway sales, yard sales, porch sales, estate sales, and other such sales.

Section 29. Flags and Flag Poles. Flags and flag poles shall be permitted, but only to the extent required by law and the Design Standards.

Section 30. Hurricane Shutters. Hurricane shutters may not be installed without the consent of the ALRC. Installed hurricane shutters may shall not be opened or placed upon a residence until a hurricane warning has been issued for the Property by the National Hurricane Center of NOAA. Hurricane shutters must be removed within five (5) days after the passage of the storm or the withdrawal of a declaration of a State of Emergency by the United States of America or the State of Florida, whichever is later. A damaged Dwelling that is inaccessible following a weather event may be temporarily exempt from the immediate removal requirement with the Board's written approval.

Section 31. Fire Pits. One fire pit may be permitted on a Lot or Parcel, but only with the approval of the ALRC. A fire pit on a Lot shall be properly enclosed to ensure that the use of the fire pit does not constitute a nuisance or a hazard to other Owners, occupants, guests or invitees, or any of their real or personal property.

Section 32. Rules and Regulations. The Board, from time to time, may adopt, alter, amend, rescind and enforce Rules and Regulations governing the use of the Property, consistent with the rights and duties established by this Declaration. The Association’s procedures for enforcing its Rules and Regulations at all times must provide the affected Owner with reasonable prior notice and a reasonable opportunity to be heard, in person, or through representatives of such Owner’s choosing, or both. No Owner, invitee, occupant or person residing within or present upon the Property may violate the Association’s Rules and Regulations for the use of the Property. All Owners, occupants and other persons residing or present within the Property, and their family members, guests, invitees, agents, contractors and subcontractors, at all times will do all things reasonably necessary to comply with such rules and regulations. Wherever any provision of this Declaration restricts or prohibits any activity, condition, Dwelling or structure within the Property, except as otherwise expressly permitted by the Association’s Rules and Regulations, such restriction or prohibition is self-executing until the Association promulgates Rules and Regulations expressly permitting such activities.

Section 33. Rule Promulgation Requirements. Without limitation, any Rules and Regulations of the Association, as well as the Design Standards, shall be deemed “**promulgated**” when mailed to all Owners at the address shown on the Association’s books or when posted at a conspicuous place on the Property, as may from time to time be designated by the Board of Directors for such purpose, or on the internet on the Association’s official webpage, if applicable. Copies of the latest promulgated Rules and Regulations of the Association and the Design Standards shall be kept as part of the official records of the Association and available for review by any Member in accordance with Chapter 720, Florida Statutes. The Rules and Regulations, including all amendments thereto, shall be recorded in public records.

Section 34. Traffic Regulations and Restrictions. In order to implement the overall purposes of this Declaration and to protect the Owners, occupants, guests and invitees of the Properties, including any person utilizing the Club Facilities, the following traffic regulations and restrictions shall apply to and govern all vehicular traffic on the Properties, including but not limited to the Common Area, and private streets and roadways:

(a) Traffic in any of the private streets and roadways shall be subject to the provisions of the laws of the State of Florida concerning the operation of motor vehicles on public streets. The State of Florida traffic laws shall also operate as restrictive covenants and shall be enforceable by Association as determined by the Board. The registered owner of any vehicle used on or within the Property shall make any other operator of the vehicle aware of these regulations and restrictions, and shall be responsible for the vehicle operator's compliance with same.

(b) The legal speed limit within the Properties is 25 M.P.H. or as otherwise posted pursuant to the directives of the Board from time to time.

(c) Only drivers licensed to operate a motor vehicle by the State of Florida or by another state or jurisdiction recognized by the State of Florida may operate any type of motor vehicle on the Common Area and private streets and roadways within the Property.

(d) The Association is empowered to pass, administer and enforce Rules and Regulations concerning or related to the maintenance of traffic.

(e) Vehicles that make excessive noise or that emit excessive exhaust, as determined by the Board, shall not be operated within the Property.

(f) Racing vehicles on Common Area or private roadways or streets within the Properties is prohibited.

(g) All vehicles shall be operated in a legal, careful and quiet manner to ensure that the right of other Owners, occupants, guests and invitees to use Common Area and their Lots is not disturbed.

(h) Violations of any of the traffic regulations and restrictions herein or in the Association's Rules and Regulations shall be enforced as determined by the Board in its business judgment from time to time.

(i) Each Owner, the Owner's tenants, guests, and invitees, and any person utilizing the Club Facilities using the Common Areas, private streets and roadways within the Properties shall comply with this Declaration and is subject to the penalties and enforcement remedies available to the Association, including but not limited to fines and suspensions.

Section 35. Leasing Restrictions. No Owner shall lease or allow the continued occupancy of his or her Dwelling by another individual or individuals unless such Owner has duly registered the tenant or occupant with the Association in advance of occupancy. In no event shall an Owner be permitted to lease his or her Dwelling during the first twelve (12) months of ownership. No lease shall be for a term of less than twelve (12) months. Prior to leasing his or her Dwelling to a proposed tenant, an Owner shall furnish the Association with the

name, address, and business occupation or employment of the proposed tenant, and all such personal and financial references and other information as the Association may request. The Association shall have the exclusive right to deny a proposed tenant or occupancy that may lead to the violation of this Declaration.

Section 36. Transient Housing. Under no circumstances shall any Lot, Dwelling, Home or Patio Home be used for transient housing purposes. This may include daily, weekly or other short term rentals that are less than twelve (12) months in duration. It shall also be a violation of this Declaration to offer or advertise any Lot, Dwelling, Home or Patio Home (including any part thereof or room therein) for lease or occupancy as transient housing space or accommodations. By way of example, and without limitation, it shall be a violation of this Declaration to advertise a Dwelling in such a manner by listing the Dwelling as an accommodation on Airbnb, VRBO or other short term occupancy listing services.

Section 37. Limitations on Occupancy. No Lot, Patio Home, Unit, or Parcel, subject to this Declaration shall at any time temporarily or permanently be occupied by a “sexual offender” or “sexual predator” (as those terms are defined in Sections 775.21 and 943.0435, Florida Statutes, respectively, or as the same may be amended or renumbered by the State of Florida). Any sexual offender or sexual predator properly residing on the Properties at the time of the adoption of the aforementioned amendment shall be allowed to continue in residence despite the foregoing limitation, provided the individual is registered with the Association’s Board of Directors within thirty (30) days following the adoption of the aforementioned amendment and following notice to all Owners of the need for registration of any occupants who are subject to this provision. Any such occupants may retain their exempt status only for so long as they continuously reside on the Property on a permanent basis.

Section 38. Waiver. The Board shall have the right to waive the application of one or more of the restrictions in this Article (except for the restrictions in Sections 35, 36 and 37 herein), or to permit a deviation from these restrictions, where in the discretion of the Board special circumstances exist which justify such waiver or deviation, or where such waiver or deviation, when coupled with any conditions imposed for the waiver or deviation by the Association, will not materially and adversely affect any other Owners. By way of an example, and without limitation, reasonable accommodations based upon a disabled person’s request will be granted by the Association when legally required. The granting of such a request for a reasonable accommodation shall not constitute a waiver of applicable restrictions in any other case. Such accommodations shall be granted only when required by law, and they shall only benefit the party requesting the reasonable accommodation.

Section 39. Common Area Greenspace Preservation. The Common Area having parcel number U-08-27-18-ZZZ-000000-48920.1, which consists of 2.83 acres, more or less, shall be preserved as Common Area greenspace, and it shall not be developed for any reason, unless approved by a majority of Members present and voting at a duly noticed meeting where a quorum is present. Notwithstanding the foregoing, the aforementioned parcel may be used as a park or dog park, provided that permanent structures are not constructed thereon.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Enforcement. The Association or any Owner has the right to enforce, by any appropriate proceeding, including any mediation, arbitration or litigation proceeding required or allowed by Chapter 720, Florida Statutes, all restrictions, conditions, covenants, easements, reservations, rules, regulations, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Owner or the Association is the prevailing party in any litigation involving the Documents, that party, as the prevailing party, also has the right to recover all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, from the non-prevailing party. A Member prevailing in litigation between the Association and the Member, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the Member for his or her share of Assessments levied by the Association specifically to fund the Association's expenses of that particular litigation. Except as specifically prohibited by applicable Law, if the Association employs an attorney to enforce the provisions of the Declaration, Articles of Incorporation, Bylaws, and Rules and Regulations against any Owner, regardless of whether suit is brought, the costs and expenses of such enforcement, including reasonable attorneys' fees, litigation costs, expert witness costs and costs of collection, whether incurred during any mediation, arbitration, lawsuit, bankruptcy proceeding, appeal or otherwise, may be assessed against such Owner's Lot, Patio Home, Unit, or Parcel, as a Specific Assessment. The Association and all Owners waive their right to a trial by jury in any action to enforce this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations. Failure by the Association or any Owner to enforce any provisions contained in this Declaration, the Articles of Incorporation, the Bylaws, and the Rules and Regulations. does not constitute a waiver of the right to do so at any time.

Section 2. Association Levied Fines. The Association may impose fines against any Owner, Member, occupant, guest, contractor, sub-contractor or invitee, for violation of the provisions of the Documents. Such fines shall comply with the requirements of Florida Law, as amended from time to time. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed two hundred dollars (\$250) per day, per violation, for a period of up to ten (10) days. The maximum aggregate amount of such fines for continuing violations shall be two thousand five hundred dollars (\$2,500.00). The foregoing limitation does not exclude or limit the Association's ability to recover costs of enforcement, costs of fine collection actions, interest, late charges, attorneys' fees or other damages of any kind.

Section 3. Association Right of Abatement. After reasonable notice and an opportunity to cure any violation of these restrictions, conditions, covenants, easements, reservations, rules or regulations, now or hereafter imposed by or pursuant to this Declaration and the Rules and Regulations, the Association shall have a Right of Abatement. The Association's Right of Abatement may be exercised by the Board, in its sole discretion, by the Association's officers, agents, employees, contractors or sub-contractors, entering upon any Lot, including the Dwelling thereon if necessary, after reasonable notice via certified mail, return receipt requested, to the Owner of that Lot. Any such entry by the Board or the Association's officers, agents, employees, contractors or subcontractors shall not be deemed to be a trespass. All expenses incurred in the exercise of the Association's Right of Abatement shall be

chargeable against the Lot, Patio Home, Unit, or Parcel, and the Owner as a Specific Assessment.

Section 4. Rights of Mortgagees. By agreement between any Owner and the holder of any mortgage on such Owner's Lot, any and all voting rights of such Owner may be assigned to, and exercised by, such Mortgagee as collateral or additional security for performance of the obligations secured by such mortgage; but no such assignment or delegation will bind the Association until the Association has received joint written notice thereof from the Owner and the Owner's Mortgagee.

Section 5. Severability. Invalidation of any particular provision of this Declaration by judgment or court order shall not affect any other provision, all of which shall remain in full force and effect, provided, however, any court or competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision of this Declaration when necessary to avoid a finding of invalidity, which reformation otherwise effectuates the Declarant's original intent of providing a comprehensive plan for the use, development, sale and beneficial enjoyment of the Property as described in the Plat, this Declaration, the Articles of Incorporation, the Bylaws, the Rules and Regulations, Design Standards or such other documents pertinent to such a determination.

Section 6. Amendment. An amendment to this Declaration may be proposed by the Board of Directors or the authorized voting representatives of one hundred (100) Lots making up the Association. This Declaration may only upon the affirmative vote of seventy five percent (75%) of the total voting interests of Owners who present in person or by proxy at a duly noticed Membership meeting of the Association. Owners or authorized voting representatives may vote to amend this Declaration either in person or by proxy at a duly noticed meeting of the Membership. In addition to the foregoing, if it appears that a scrivener's error occurred in the preparation of this Declaration, including but not limited to a scrivener's error regarding a legal description of a plot or parcel that should be referenced herein, the error may be corrected by filing an amendment to the Declaration approved only by the Board of Directors. All amendments shall be evidenced by a certificate executed by the Association's President and Secretary and recorded in Hillsborough County official records. Notwithstanding the foregoing, any amendment proposed to this Declaration which would affect the Water Management System (including environmental conservation areas and water management portions of the Common Areas) will be submitted to the SWFWMD for a determination of whether the amendment necessitates a modification of the permit. Any amendment affecting the Water Management System will not be finalized until any necessary permit modification is approved by the SWFWMD or the Association is advised that a modification is not necessary.

Section 7. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural, and vice versa; the use of the terms "including" or "include" is without limitation; the terms "Common Area", "Lot", and "Property" or "Properties" include both any portion applicable to the context and any and all improvements, fixtures, trees vegetation, and other property from time to time situated thereon; and use of the words "must" and "will" is intended to have the same legal effect as the word "shall". The terms "lien upon a Lot", "lien against a Lot", "lien charged on a Lot", "lien established by this Declaration", "Association's lien", "lien of the Association", "Lien on a Lot", "Lien on the Lot" and such similar terms and phrases when used in the context of describing the lien of the Association provided in this Declaration shall include the Lot, Patio Home, Unit, or Parcel, and all

improvements, Structures, Dwellings, fixtures, equipment, trees, landscaping, vegetation and other fixed, attached, permanent and/or stationary personal property from time to time situated thereon, which is necessary or reasonably related to the operation and use of the Lot, Patio Home, Unit, or Parcel, and the improvements located thereon, including, without limitation, irrigation equipment, air conditioning equipment, security equipment and well equipment, and all other items of every kind deemed to be part of the real property and improvements touching and concerning the Lot, Patio Home, Unit, or Parcel, in accordance with Law. This Declaration should be construed in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property as a single family residential community by providing a common plan for its development and the enjoyment of Persons residing therein.

Section 8. Documented Incorporated. The documents recorded in public records concerning and relating to the Association are all incorporated herein by reference, along with the following exhibits that are attached hereto:

Exhibit "A-1" - Legal Description

Exhibit "A-2" – Neighborhood Descriptions

Exhibit "B" - Articles of Incorporation of Association

Exhibit "C" - Bylaws of Association

Exhibit "D" – SWFWMD Permits