

**DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR  
RYE RANCH**

THIS DECLARATION OF EASEMENTS, COVENANTS AND RESTRICTIONS FOR RYE RANCH (hereinafter this "Declaration") is made this 16<sup>th</sup> day of December, 2021, by **Rye Ranch, LLC**, a Florida limited liability company ("Declarant").

**RECITALS**

**WHEREAS**, Declarant is the owner of that certain real property located in Manatee County, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Property"); and

**WHEREAS**, Declarant intends for the Property be developed as a master planned community known as "Rye Ranch"; and

**WHEREAS**, in order to preserve and protect the value and desirability of the Property, the Declarant deems it prudent to place this Declaration of record and to subject the Property to the matters set forth below.

**NOW, THEREFORE**, Declarant declares that the Property is and shall be owned, improved, held, conveyed, mortgaged, transferred and occupied subject to the terms, easements, conditions, covenants, restrictions and provisions of this Declaration. The terms, easements, conditions, covenants, restrictions and provisions of Declaration shall run with the property, shall be binding upon all Persons (as defined below) and parties having and/or acquiring any right, title and/or interest in the Property or any portion of the Property, and shall inure to the benefit of each and every Person and/or entity, from time to time, owning or holding an interest in the Property or any portion of the Property.

**ARTICLE 1**

**RECITALS, MUTUALITY OF BENEFIT AND OBLIGATION**

Section 1.1 **Recitals.** The foregoing recitals are true and correct and are incorporated herein by this reference.

Section 1.2 **Mutuality.** The covenants, restrictions, and agreements set forth in this Declaration are made for the mutual and reciprocal benefit of every Lot within the Property, and are intended to create mutual equitable servitudes upon each Lot in favor of the other Lots, to create reciprocal rights among the respective Owners, and to create privity of contract and an estate between the grantees of each and every Lot within the Property, their heirs, successors and assigns.

Section 1.3 **Benefits and Burdens.** Every Person who is an Owner does by reason of taking title to land located within the Property knowingly and voluntarily agrees and consents to all the terms, covenants, conditions, restrictions and provisions of this Declaration and shall be entitled to its benefits and subject to its burdens.

**ARTICLE 2**  
**DEFINITIONS**

The following words when used in this Declaration shall have the following meanings:

Section 2.1 **Additional Property.** The lands and/or real property (excluding the Property), together with an Improvements thereon, which hereafter may be made subject to this Declaration by annexation pursuant to Article 3 of this Declaration.

Section 2.2 **Articles.** The Articles of Incorporation of Rye Ranch Master Property Owner's Association, Inc., as amended from time to time. A copy of the initial Articles is attached as **Exhibit "B"** to this Declaration and incorporated herein by this reference. The Articles may be amended as provided therein. A copy of each amendment to the Articles shall be recorded in the Public Records of Manatee County, Florida. It shall not be necessary to amend this Declaration in order to amend the Articles.

Section 2.3 **Assessment.** The charges levied by the Association from time to time against the Owners, the Lots within the Property for the purposes set forth in this Declaration, and shall include but are not limited to each: (1) Initiation Assessment; (2) Annual Assessment; (3) Special Assessment; (4) Individual Assessment; (5) Service Area Assessment; and (6) Special Service Area Assessment, all in accordance with Article 6 of this Declaration.

Section 2.4 **Association.** Rye Ranch Master Property Owner's Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 2.5 **Board.** The Board of Directors of the Association.

Section 2.6 **Builder.** Means any entity which purchases: (i) one or more Lots for the purpose of constructing improvements for later sale to consumers; and/or (ii) parcels of land within the Property for further subdivision, development, and/or resale in the ordinary course of such entity's business, provided that such an entity will be deemed a Builder only upon Declarant's recordation in the public records of the County of either a supplement to this Declaration or written designation executed by Declarant declaring such entity to be a Builder for purposes hereof.

Section 2.7 **Bylaws.** The Bylaws of Rye Ranch Master Property Owner's Association, Inc., as amended from time to time. A copy of the initial Bylaws is attached as **Exhibit "C"** to this Declaration and is incorporated herein by this reference. The Bylaws may be amended as provided therein. It shall not be necessary to amend this Declaration in order to amend the Bylaws.

Section 2.8 Reserved.

Section 2.9 **Commercial Improvement.** Any proposed, partially completed and/or completed Improvement located on, over, under and/or within any portion of the Property other than a Lot, and which is intended for use, designated and/or designed to accommodate public, commercial, governmental, educational and/or business enterprises to serve residents of the Property and/or the general public, including but not limited to, public or private schools site(s), business offices, professional offices, facilities for the retail and/or wholesale sale of goods, facilities for the retail and/or wholesale sale of services, warehouses, banks, financial institutions,

hotels, motels, theaters, entertainment facilities, automobile parking facilities, restaurants, convenience stores, schools, colleges and/or gasoline stations, which are not inconsistent with the Use Restrictions outlined in Article 12 of this Declaration.

Section 2.10 **Common Area or Common Areas.** The real and/or personal property from time to time owned by the Association and devoted to the use and/or enjoyment of the Members of the Association. "Common Area" also includes, but is not limited to, any portion of the Property and/or any personal property that have been designated as a Common Area by the Declarant. "Common Area" also includes, but is not limited to, any facilities, Improvements, structures, buildings, lighting and/or landscaping that may be located, from time to time, on portions of the Property that have been designated as a Common Area. The Association shall accept, own, operate, maintain, repair, replace and insure all Common Areas for the common use, benefit and enjoyment of the Owners in accordance with and subject to the terms of this Declaration. No commitment is made by Declarant that any Additional Property will contain or not contain additional Common Areas. The Common Area may include the Surface Water Drainage and Management System. The Common Area shall not include any portion of the Property, and/or any personal property, that is owned by the District.

Section 2.11 **Common Expense.** The expenses of operating the Association and/or the costs and expenses incurred by the Association in performing its duties, in exercising its powers and/or in exercising its prerogatives, including without limitation, costs incurred for the operation, improvement, management, maintenance, repair, replacement and/or insurance of the Common Area, including expenses. "Common Expense" shall also include the funding of any reserve accounts established by the Association.

Section 2.12 **County.** Manatee County, Florida, a political subdivision of the State of Florida.

Section 2.13 **Declaration.** This Declaration of Easements, Covenants and Restrictions for Rye Ranch, as amended and/or supplemented from time to time.

Section 2.14 **Declarant.** Declarant shall mean Rye Ranch, LLC, a Florida limited liability company, its designated successors or assigns. No successor or assignee of Declarant shall have any rights or obligations of Declarant under this Declaration except to the extent any such rights and obligations are specifically set forth in an instrument of succession and/or assignment, or unless such rights pass by operation of law. Declarant may assign all or a portion of such rights in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed the Declarant unless expressly stated in the assignment, but may exercise such rights of Declarant as are specifically assigned to it. Any assignment may be made on a non-exclusive basis unless otherwise noted.

Section 2.15 **Design Review Committee or DRC.** The committee established by the Declarant or the Board of Directors of Rye Ranch Master Property Owner's Association, Inc., and which is more particularly described in Article 9 of this Declaration.

Section 2.16 **Director.** A member of the Association's Board of Directors.

Section 2.17 **District**. The Rye Ranch Community Development District, a community development district created pursuant to Chapter 190 of the Florida Statutes, or if the Rye Ranch Community Development District is merged with a Stewardship District (the "SD"), the SD.

Section 2.18 Reserved.

Section 2.19 **Enforcement Cost**. All reasonable costs of enforcement of the terms, conditions, provisions, restrictions and/or covenants of any of the Governing Documents and/or Florida law, whether or not any suit or other judicial or administrative proceeding is filed, and, if a proceeding is filed, all reasonable costs before and during any such proceeding, at all levels of proceedings, and in any post-judgment proceedings, including but not limited to, court costs, attorney fees, paralegal fees, expert fees and disbursements.

Section 2.20 **Exclusive Common Area**. Any portion of the Common Area primarily benefiting one or more, but less than all the Lots within the Property.

Section 2.21 **Fiscal Year**. The time period beginning on January 1 through and including December 31 of each calendar year, or such other period of time as may subsequently be determined by the Board.

Section 2.22 **Governing Documents**. This Declaration, the Articles, the Bylaws, each subdivision plat of the Property, any rules and regulations promulgated by the Declarant, the Association or by the Design Review Committee, as each of the foregoing may be adopted, amended and/or modified from time to time.

Section 2.23 **Improvement**. All structures of any kind including, but not limited to, any building, fence, wall, sign, paving, grading, excavation, any addition, any alteration, any modification, screen enclosure, sewer, drain, disposal system, decorative building, outbuilding, landscaping, landscaping device, landscaping irrigation, irrigation system, street lighting or object, traffic control device and/or any changes to the natural state of any portion of the Property and/or any vegetation existing on the Property.

Section 2.24 **Lot**. Each portion of the Property which may be independently owned and conveyed by a Person and zoned and/or platted for development, use and/or occupancy as an attached or detached Residential Dwelling Unit, regardless of whether the Lot is improved or unimproved. Lot shall refer to the land, if any, which is part of the Lot as well as any Improvements located thereon. No Lot shall include any portion of the Common Area or any other portion of the Property owned by the Association or the District.

Any Owner owning two (2) adjoining Lots may, with the prior written approval of the Declarant and the Association, combine such Lots into a single site for the purpose of constructing one (1) Residential Dwelling Unit and such other Improvements as are approved under this Declaration; however, each of the Lots so combined shall continue to be treated as a separate Lot for purposes of voting and Assessments, unless the plat creating such Lots is revised and recorded in the Public Records of the County, with the prior written consent of the Declarant and the Association, to combine them into a single Lot. The Declarant and/or the Association may grant or withhold their approval to any such combination of Lots and/or plat revision in their respective

sole discretions.

Section 2.25 Reserved.

Section 2.26 **Member.** Each member of the Association, and as more particularly described in Article 4 of this Declaration.

Section 2.27 Reserved.

Section 2.28 **Mortgage.** A mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to any Lot and held by an Institutional Lender. The term "Mortgagee" shall mean and refer to a beneficiary or holder of a Mortgage. The term "Institutional Lender" shall mean and refer to any bank, savings bank, mortgage company, life insurance company, federal or state savings and loan association, a credit union, real estate or realty investment trust, any agency of the United States government, the Federal Investment Mortgage Association, the Federal Home Loan Mortgage Corporation, or similar governmental or quasi-governmental agencies.

Section 2.29 **Neighborhood.** Any portion of the Property designated as such by the Declarant.

Section 2.30 **Neighborhood Association.** Any corporation, so identified in a Neighborhood Declaration, filed in the Public Records of Manatee County, Florida with respect to a Neighborhood which homeowner's or property owner's association exists for purpose of administering and maintaining a Neighborhood.

Section 2.31 **Neighborhood Association Declaration.** The covenants, conditions, restrictions, and other provisions imposed by a recorded instrument approved by Declarant applicable to a Neighborhood by the owner(s) thereof.

Section 2.32 **Neighborhood Association Governing Documents.** As to each Neighborhood or Neighborhood Association: the Neighborhood Association Declaration, the articles of incorporation of the Neighborhood Association, the bylaws of the Neighborhood Association, each subdivision plat of the Neighborhood, any rules and regulations promulgated by the Neighborhood Association and any rules and regulations promulgated by the architectural or design review board/committee of the Neighborhood Association, as each of the foregoing may be adopted, amended and/or modified from time to time

Section 2.33 **Neighborhood Common Areas.** The real and/or personal property, including any improvements or fixtures located on any real property, from time to time owned by, leased to, or the use of which has been granted to, a Neighborhood Association, and devoted to the use and/or enjoyment of the members of the Neighborhood Association.

Section 2.34 **Owner.** The record holder of fee simple title to any Lot within the Property, but, notwithstanding any applicable theory of the law of mortgages, the term "Owner" shall not mean and/or refer to any Mortgagee unless and until such Mortgagee has acquired title to a Lot pursuant to a foreclosure proceeding or a conveyance or other proceeding in lieu of foreclosure. "Owner" shall include any corporation, limited liability company, governmental agency, business trust, estate, trust, trustee, partnership, association, sole proprietorship, joint venture, two or more

persons having a joint or common interest, or any other legal entity or form of ownership that holds fee simple title to a Lot within the Property. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of the form or nature of such ownership. Declarant is an Owner as to all portions of the Property owned by Declarant. Any Builder is an owner as to all portions of the Property owned by such Builder.

Section 2.35 **Person.** An individual, a corporation, a general partnership, a limited partnership, a trustee, a limited liability company, a joint venture or any other legal entity.

Section 2.36 **Plans.** Plans, specifications, blueprints, diagrams, surveys, layouts and/or plot plans showing and/or describing all details of each proposed Improvement, construction, landscaping, alteration, modification, repair, replacement and/or addition, including but not limited to, dimensions, design, shape, finished grade elevation, size, materials, composition, color, landscape plan and irrigation. "Plans" shall also show the location relative to boundaries and adjacent Improvements of all proposed Improvements, alterations, modifications, changes and/or additions. The Declarant or the DRC, as applicable, in its sole discretion, may require any other information necessary or desirable to make an informed determination on any proposed Improvement, construction, landscaping, alteration, modification, repair, replacement, deletion, removal and/or addition to any Lot or Residential Dwelling Unit.

Section 2.37 **Property.** The real property more particularly described on the attached **Exhibit "A"**, together with such Additional Property as may hereafter from time to time be made subject to this Declaration by annexation pursuant to Article 3 of this Declaration.

Section 2.38 **Residential Dwelling Unit.** Any improved portion of the Property located within and/or on a Lot and intended for use as a single-family residence, including without limitation, any detached single-family residence, any townhouse unit, or any other attached single-family residence capable of being independently owned and conveyed.

Section 2.39 **Rules and Regulations.** Any rules and regulations which may from time to time be adopted, amended, modified and/or repealed by the Declarant or the Association, through its Board. The Declarant and the Association, through its Board, shall have the power and authority to make, adopt, establish, amend and/or enforce Rules and Regulations regarding the use, appearance, operation, conduct and/or condition of any portion of the Property bound by the Governing Documents, including but not limited to, Common Areas, Service Areas, Residential Dwelling Units, Lots, Members, structures, Improvements, landscaping and maintenance. It shall not be necessary to amend this Declaration in order to adopt, amend, modify and/or repeal any Rules and Regulations.

Section 2.40 **Service Area.** One or more Lots, or portions of one or more Lots, designated by the Declarant and/or the Association upon the recording of a Supplemental Declaration or an amendment to this Declaration for the purposes of: (1) encumbering the designated area with an easement in favor of the Association (a Service Area Easement as defined in this Declaration); (2) providing for special maintenance services, enhanced maintenance services and/or other services to be provided by the Association; and/or (3) imposing Service Area Assessments. A Lot may be a part of more than one (1) Service Area, and Service Areas may overlap.

Section 2.41 **Supplemental Declaration.** Any instrument which extends the scope and effect of this Declaration and the jurisdiction of the Association to Additional Property pursuant to Article 3 of this Declaration. A Supplemental Declaration can also be an instrument that creates a Service Area pursuant to Article 4 of this Declaration.

Section 2.42 **Surface Water Drainage and Management System.** The system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to the applicable portions of the Florida Administrative Code ("F.A.C.") and the SWFWMD Permit(s), and as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Property. The Surface Water Drainage and Management System includes all land, easements and other facilities and appurtenances, including but not limited to: inlets, littoral areas, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas, drainage easements, underdrains and filtration systems. A perpetual, non-exclusive drainage easement is hereby created over all areas of the Surface Water Drainage and Management System in favor of the District or the Association, as applicable, including their respective agents and/or other designees, for surface water drainage and the installation, maintenance, operation, management, repair and replacement of the Surface Water Drainage and Management System for the Property. If the District is not responsible for the maintenance, operation, management, repair and replacement of the Surface Water Drainage and Management System, the Surface Water Drainage and Management System shall be part of the Association's Common Areas, and the Association shall be responsible for the maintenance, operation, management, repair and replacement of the Surface Water Drainage and Management System.

Section 2.43 **SWFWMD.** The Southwest Florida Water Management District, an agency created pursuant to Chapter 373 of the Florida Statutes.

Section 2.44 **SWFWMD Permit(s).** The Environmental Resource Permit(s) issued by the SWFWMD, as modified from time to time with the approval of the SWFWMD, applicable to the Property. It shall not be necessary to amend this Declaration in order to amend and/or modify any SWFWMD Permit(s).

Section 2.45 **Voting Interest.** The voting rights distributed to the Members of the Association pursuant to the Governing Documents.

Section 2.46 **Zoning Ordinance.** Manatee County Planned Development Mixed Use Zoning Ordinance PDMU-19-16(Z)(G) adopted June 17, 2021 by the Board of County Commissioners of Manatee County, FL as may be modified from time to time.

### **ARTICLE 3**

#### **PROPERTY SUBJECT TO THIS DECLARATION: ADDITIONS AND DELETIONS**

Section 3.1 **The Property.** The Property is and shall be owned, improved, held,

conveyed, mortgaged, transferred and occupied subject to this Declaration.

Section 3.2 **Additional Property.** Declarant reserves and shall have the right in its absolute and sole discretion, but not the obligation, to bring within the scope of this Declaration and the jurisdiction of the Association, as Additional Property, any other real property desired by Declarant to be annexed. Additional Property may be brought by Declarant within the scope of this Declaration and the jurisdiction of the Association at any time and from time to time within twenty (20) years after the date on which this Declaration is recorded in the Public Records of the County.

Section 3.3 **Method of Annexation by Declarant.** Additions authorized pursuant to this Article 3 shall be made, if at all, by Declarant recording a Supplemental Declaration in the Public Records of the County extending the scope and effect of this Declaration to the Additional Property. The Supplemental Declaration shall describe the Additional Property being annexed and shall state that the Supplemental Declaration is being entered into pursuant to this Declaration for the purposes of annexing the Additional Property therein described to the scope and effect of this Declaration and extending to the Additional Property therein described the jurisdiction of the Association. The Supplemental Declaration may contain additional terms desired by Declarant to reflect the different character, if any, of the Additional Property being annexed or of the housing or development approaches being implemented in that Additional Property. From and after recordation of any Supplemental Declaration in the Public Records of the County, the Additional Property described therein shall be subject to all of the terms, conditions, restrictions and provisions of this Declaration and to the jurisdiction of the Association, and that Additional Property shall be considered part of the Property as fully as though originally designated herein as part of the Property. Except as may be limited elsewhere in this Declaration, annexation of Additional Property may be accomplished by Declarant without the consent of the Association, any Owner, any Member, any Mortgagee or other lien holder, or any other Person, and each Supplemental Declaration need only be signed by Declarant and, if Declarant is not the owner of the Additional Property being annexed, the owner of such Additional Property.

Section 3.4 **Transfer of Right.** Declarant may transfer or assign its rights to annex Additional Property, provided that the transferee or assignee is a Declarant of at least a portion of the Property, and that such transfer or assignment is memorialized in a written recorded instrument in the Public Records of the County that has been executed by Declarant. Nothing in this Declaration shall be construed to require Declarant or any designated successor or assignee to annex any Additional Property, including any part of Rye Ranch, in any manner whatsoever.

Section 3.5 **Method of Annexation by Association.** The Association may annex any Additional Property to the provisions of this Declaration and to the jurisdiction of the Association with all of the following: (1) consent of the owner of such Additional Property; (2) the affirmative vote of members representing a majority of the Class "A" votes of the Association represented at a meeting of the Association duly called for such purposes; and (3) written consent of Declarant, so long as Declarant owns any portion of the Property subject to this Declaration or Declarant's Class B membership has not been terminated.

Any annexation by the Association that has complied with the terms for such annexation in this Section 3.5 shall be affected by filing a Supplemental Declaration in the

Public Records of Manatee County, Florida describing the Additional Property to be annexed. Such Supplemental Declaration shall be signed by the President and Secretary of the Association, and by the owner of the Additional Property being annexed, and by Declarant, if Declarant's written consent is required. Any such annexation of Additional Property shall be effective upon recording of that Supplemental Declaration in the Public Records of the County, unless another effective date is provided therein.

Section 3.6 **Withdrawal of Property.** Declarant reserves the right to remove any portion of the Property (including without limitation, Lots), subject, however, to all terms, conditions, restrictions and requirements of all SWFWMD Permits and governmental requirements from the scope and effect of this Declaration and from the jurisdiction of the Association without notice and without requiring the consent of any Person other than the Owner of the portion of the Property to be withdrawn; provided, however, no such withdrawal may impair access to any Lot.

Section 3.7 **Non-Binding Plans.** Each Owner acknowledges Rye Ranch is a large-scale master planned multi-phase community comprising residential (single family and multi-family), recreational, commercial and public uses. Certain developments within Rye Ranch may be grouped as neighborhoods. From time to time, Declarant and/or others may present to the public a master plan, drawings, renderings, plans and/or models showing possible future development of the Property and/or Rye Ranch. Declarant does not represent, guarantee or warrant that the development programs or features in any such master plan, drawings, renderings, plans or models will be carried out or how the future improvements within the Property will actually be developed and/or built. Any such master plan, drawings, renderings, plans and/or models are conceptual in nature and do not represent a guaranteed final development or improvement plan. Each Owner acknowledges, covenants and agrees that Declarant will have no liability to that Owner for any changes to, or failure to complete any development or Improvements in accordance with, the master plan, drawings, renderings, plans and/or models. Each Owner further acknowledges that the development of the Property may extend over a number of years, and each Owner knowingly and voluntarily agrees and consents to all changes in: (1) uses or density of Lots within the Property; (2) the architectural scheme of the Property; and/or (3) the architectural pattern of the Property. Each Owner knowingly acknowledges and agrees that the Owner is not entitled to rely upon, and has not received and/or relied upon, any representations, warranties, and/or guarantees whatsoever as to the current or future: (1) design, construction, completion, development, use, benefits and/or value of land within the Property; (2) number, types, sizes, prices and/or designs of any Lots, Residential Dwelling Units, structure, building, facilities, amenities and/or Improvements built or to be built in and/or on any portion of the Property; and/or (3) use and/or development of any land adjacent to, adjoining and/or within the vicinity of the Property, including within Rye Ranch.

#### **ARTICLE 4** **THE ASSOCIATION; THE DISTRICT**

Section 4.1 **The Association.** The Association shall be a not-for-profit corporation organized under the laws of the State of Florida. The Association shall have all of the common law and statutory powers of a not-for-profit corporation organized under the laws of Florida, unless

otherwise restricted by this Declaration, the Articles or the Bylaws. The Association shall have the power to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the administration of the Property and Common Area. The officers and Directors of the Association must be either: (1) a Member of the Association; or (2) a designee or appointee of the Declarant. Except as otherwise specifically provided in the Governing Documents or Florida law, the Board, and such officers as the Board may appoint or elect, shall exercise all rights, duties and powers of the Association and conduct and manage the affairs of the Association without needing a vote and/or authorization from the Members.

Section 4.2 **Membership.** Every Owner of a Lot is a Member of the Association and is entitled to one (1) vote for each Lot owned; provided, however, Declarant shall be entitled to the number of votes as set forth in Section 4.3. There shall be no other Members except that Declarant shall be a Member as hereinafter provided. Membership in the Association shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of record title to a Lot shall operate automatically to transfer to the new Owner of that Lot the membership in the Association appurtenant to that Lot. The interest, if any, of a Member in the funds and assets of the Association may not be assigned, hypothecated and/or transferred in any manner except as an appurtenance to that Owner's Lot. Membership in the Association is mandatory for all Owners and membership shall continue, as to each Owner, until such time as that Owner sells, transfers or conveys that Owner's fee simple interest in the Lot upon which that Owner's membership is based or until such fee simple interest is transferred or conveyed by operation of law, at which time the membership in the Association will automatically pass to the grantee or transferee. Notwithstanding the foregoing, the Association shall not be obligated to recognize such a transfer or conveyance of membership until such time as the Association receives a true copy of the recorded deed or other written instrument establishing the transfer or conveyance of ownership of the Lot, and it shall be the responsibility of the new Owner of that Lot to provide such true copy of said deed or other written instrument to the Association.

Section 4.3 **Voting Rights.** The Association shall have two (2) classes of membership with the voting rights as follows:

(a) **Class A.** Class A Members shall be all the Owners of Lots, with the exception of Declarant for so long as Class B membership exists. Each Class A Members shall have one (1) vote for each Lot owned by that Member. When more than one Person or entity is an Owner of any Lot, all such Person or entities shall be Members, but only one (1) vote may be cast for that Lot. In no event shall there be more than one (1) Class A vote for each Lot.

(b) **Class B.** The Class B Member shall be the Declarant, or the express assigns or successors in interest of Declarant. Until conversion of the Class B membership to Class A membership as set forth in Section 4.3(c) of this Declaration, Declarant shall have three times the total number of votes then held by Class A Members, plus one. The provisions of this Declaration exempting portions of the Property owned by the Declarant from the Association's assessments do not affect the calculation of the Class B Member's voting rights under this subsection.

(c) **Conversion of Class B Membership.** Declarant's Class B membership shall continue in effect during the period from the date of this Declaration until the earlier of the following events:

(i) Three months after ninety percent (90%) of all Lots within the Property or that may ultimately be within the Property have been conveyed or transferred to Owners other than Declarant, excluding conveyances and/or transfers to builders or Builders, developers, contractors and/or any others who purchase a Lot for the purpose of constructing Improvements thereon for resale; or

(ii) At such earlier time as Declarant, in its sole and absolute discretion, may so elect by recording a notice of such election in the Public Records of Manatee County, Florida; or

(iii) The occurrence of any event described in Section 720.307(1), Florida Statutes, or any successor provision thereto, which causes transition of control of the Association.

Notwithstanding the foregoing, despite an event of transfer of control having occurred, Declarant shall be entitled to appoint at least one (1) member to the Board, but not more members which would constitute a majority of the Board, as long as the Declarant holds for sale in the ordinary course of business at least 5% of the collective total number of Lots which are or may ultimately be contained within the Property.

When the earlier of the preceding events occurs, the Class B Member shall call a Special Meeting of the Association's membership to advise of the termination of Class B membership. At this Special Meeting of the Association's membership, Declarant shall turn over control of the Association to the Class A Members, and the Class A Members shall elect Directors as provided in the Articles or Bylaws. When the Class B membership terminates, Declarant will automatically be converted to Class A membership. Declarant shall then retain one (1) vote for each Lot still owned by Declarant. When the Class B membership converts to Class A membership in the Association, Declarant may exercise the right to vote any Lot(s) still owned by Declarant in the same manner as any other Class A Member, except Declarant cannot exercise its vote(s) for the purposes of reacquiring control of the Association or selecting a majority of the members of the Board of Directors.

Section 4.4 **Multiple Owners.** If more than one Person holds the record title to any Lot, all such Persons are Members but only one (1) vote may be cast with respect to such Lot, and no fractional votes are permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the authorized voting co-owner with the Secretary of the Association to be entitled to vote at any such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a trust, corporation,

partnership or limited liability company, the trustee of such trust the secretary of such corporation, general partner of such partnership or authorized manager or member of such limited liability company, as applicable shall file with the Association a certificate designating the authorized voting representative of the trust corporation, partnership or limited liability company which shall be effective until rescinded by the trust corporation, partnership or limited liability company. If a Lot is owned by more than one (1) Owner, and the Owners of that Lot are unable to agree among themselves as to how the vote is to be cast, or if more than one (1) Class A vote is cast for any Lot, the vote for that Lot shall not be counted for any purpose except for establishing a quorum. If any Member casts a vote on behalf of a Lot, it shall be conclusively presumed that the Member was acting with the authority and consent of all Owners of that Lot.

Section 4.5 **Percentage of Members.** When reference is made in this Declaration to a majority, specific percentage or fraction of Members, such reference shall be deemed to be a reference to a majority, specific percentage or fraction of the votes eligible to be cast and not of the Members themselves. As an illustration, but not as a limitation, if there are one hundred twenty-seven (127) Lots within the Property and all the Lots are owned by Class A Members, then there is a total of one hundred twenty-seven (127) votes eligible to be cast.

Section 4.6 **Voting by Proxy.** All Members may do so by proxy. Any proxy shall be delivered to the Secretary of the Association's Board of Directors or another authorized person so designated by the Board of Directors. No proxy shall be valid after ninety (90) days from the date the proxy is signed by the Member. Every proxy shall be revocable at any time in the discretion of the Member executing that proxy.

Section 4.7 **Voting.** With regard to any matter in the Governing Documents that requires a vote of the Membership; such matter shall be deemed to require the vote of Members in good standing who are permitted to vote and each Lot shall be entitled to one (1) vote.

Section 4.8 **The District.** The District may, pursuant to its governing documents and other lawful authority, assume responsibility for the maintenance, operation, management, repair, cleaning and/or replacement of all or some portions of the Property. To the extent required, the Association shall comply with any obligation to transfer property, grant access easements, grant drainage easements and/or take any other action that may be necessary in regard to cooperating with the District. Any transfer of property by the Association to the District shall not be a violation of Article 5, Section 5.2 of this Declaration. To the extent any maintenance, operation, management, repair, cleaning and/or replacement is not the responsibility and/or obligation of the District, the Association shall have the responsibility for any maintenance, operation, management, repair, cleaning and/or replacement; provided each Owner shall be responsible for the maintenance, operation, management, repair, cleaning and/or replacement of that Owner's Lot. Further, if the District does accept responsibility for any maintenance, operation, management, repair, cleaning and/or replacement, and the District does not perform, fails to perform, does not provide and/or refuses to perform that maintenance, operation, management, repair, cleaning and/or replacement, the Association

shall have the right, but not the obligation, to perform and/or provide that maintenance, operation, management, repair, cleaning and/or replacement. Notwithstanding anything to the contrary in this Declaration, the Association shall only have any rights to any real or personal property owned by the District if the District explicitly grants any rights to any real or personal property owned by the District in writing.

**BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT ANY TAX, FEE AND/OR CHARGE IMPOSED BY THE DISTRICT IS IN ADDITION TO ANY PROPERTY TAXES AND ASSESSMENTS THAT MAY BE IMPOSED ON THAT OWNER'S LOT. ALL SUCH TAXES, FEES AND/OR CHARGES BY THE DISTRICT ARE SUBJECT TO PERIODIC CHANGE. FURTHER, EACH OWNER ACKNOWLEDGES, UNDERSTANDS AND AGREES THAT THERE WILL NOT BE A REDUCTION IN ANY PROPERTY TAXES AND/OR ASSESSMENTS DUE TO THE EXISTENCE AND/OR OPERATION OF THE DISTRICT.**

Section 4.9 **Relationships With Other Properties.** The Association may enter into contractual agreements and/or covenants to share costs with any neighboring properties, other associations, the District and/or any other Person to contribute funds for, among other things, shared or mutually beneficial property and/or services and/or a higher level of maintenance of any portion of the Property.

Section 4.10 **Termination of District.** In the event that the District terminates, dissolves, disbands, contracts and/or otherwise is no longer functioning, the duties, responsibilities, obligations and/or requirements in regard to the Property and/or Common Area may be assumed by the Association, to the extent permitted by law and by the District's bond covenants and other agreements and obligations. The Association specifically shall not be liable, shall not assume and/or shall not be responsible in any way for any debts, financial obligations, contracts with third parties and/or for any other item related to, arising from, associated with and/or in regard to the District. The Association's responsibility shall be specifically limited to the on-going, continued and/or future maintenance, operation, repair, cleaning, management and/or replacement of those portions of the Property and/or the Common Area previously maintained, operated, repaired, cleaned, managed and/or replaced by the District. The Association, through its Board, shall have the authority to adopt Rules and Regulations concerning those duties, responsibilities, obligations and/or requirements that the Association has assumed from the District.

Section 4.11 **Service Areas.** The Declarant hereby reserves for itself and for the Association the right to designate a Lot, Lots and/or portions of one (1) or more Lots through the filing of a Supplemental Declaration and/or amendment to this Declaration (a Service Area Supplemental Declaration) as Service Areas as set forth in this Declaration. The Service Areas shall be established in the discretion of the Declarant and/or the Association for the Association to provide a higher level of services, special services, additional maintenance and/or other benefits not provided to all the Lots within the Property (collectively, "Special Services"). This includes, but is not limited to, the following: services and/or maintenance to parking areas; services and/or maintenance to landscape areas; services and/or maintenance to driveway areas and/or other

portions of a Lot not improved with Improvements; and/or maintenance of Association Improvements within these areas in accordance with Association standards. The Association may adopt, impose and collect Assessments on each Lot within each Service Area and/or each Owner of a Lot within each Service Area (the "Service Area Assessments") to fund the direct and indirect costs of providing the Special Services for that Service Area. A Lot may be located within multiple Service Areas, and if Service Area Assessments are imposed for each of those Service Areas, that Lot and the Owner of that Lot shall be responsible for each such Service Area Assessment when each becomes due and payable. Each Service Area Assessment shall be collected pursuant to Article 6 of this Declaration.

Section 4.12 **Creation of Service Areas.** A Service Area may be created in one of the following methods:

(a) The Declarant may designate a Service Area by recording a Service Area Supplemental Declaration or an amendment to this Declaration in the Public Records of the County. Any Service Area established by such a Service Area Supplemental Declaration or an amendment to this Declaration by the Declarant may be dissolved or its boundary lines changed only in accordance with the provisions of such Service Area Supplemental Declaration or amendment;

(b) The Association may designate a Service Area by recording a Service Area Supplemental Declaration or an amendment to this Declaration in the Public Records of the County. Any such Service Area Supplemental Declaration or amendment to this Declaration shall be adopted in accordance with Article 13 of this Declaration. Any Service Area established by such a Service Area Supplemental Declaration or an amendment to this Declaration by the Association may be dissolved or its boundary lines changed only in accordance with the provision of such Service Area Supplemental Declaration or amendment; or

(c) The Owners of one hundred percent (100%) of the Lots that would be included in a Service Area may submit a written petition to the Association's Board of Directors to create a Service Area applicable only to those Lots. Upon receiving such a written petition, the Association's Board of Directors shall adopt a resolution at either a special meeting of the Board or at the Board's next regularly scheduled meeting to create a Service Area containing those Lots included in the written petition to provide the higher level of services, Special Services, maintenance and/or other benefits to those Lots. In the same resolution, the Board may adopt and levy a Service Area Assessment in order to cover the anticipated direct and/or indirect costs of providing the higher level of services, Special Services, maintenance and/or other benefits to that Service Area. Any Service Area established by the Association's Board of Directors upon petition of the Owners within that Service Area may be dissolved or its boundary lines changed as to reduce the number of Lots within that Service Area upon the Association receiving written consent from the Owners of at least seventy-five percent (75%) of the Lots within that Service Area. Upon receipt of the necessary number of written consents, the Board shall dissolve or change the boundary lines, as applicable, at a special meeting of the Board or at the Board's next regularly scheduled meeting.

Section 4.13 **Dissolution of a Service Area.** If a Service Area is dissolved, the Association shall immediately cease providing the Special Services that were being provided by

the Association to that Service Area. The Board may use any remaining and/or excess Service Area Assessments collected from and/or for that Service Area for any lawful purpose of the Association, including but not limited to, transferring such funds to a reserve account or transferring such funds to the Association's general operating account, and the Board shall not be required to refund any remaining and/or excess Service Area Assessment to the Owners of Lots of the Service Area that is dissolved.

Section 4.13 **Alteration of a Service Area.**

(a) If a Service Area's boundary lines are changed to reduce the number of Lots within that Service Area, the Association shall immediately cease providing the Special Services that were being provided to those Lots that are no longer within and/or a part of that Service Area. Any Service Area Assessments collected from those Lots that are no longer within and/or a part of that Service Area shall not be returned and shall remain in the applicable account of the Association.

(b) Any Service Area established by the Association's Board upon petition of the Owners within that Service Area may have its boundary lines changed to increase the number of Lots within that Service Area upon the Association receiving written consent from the Owners of at least seventy-five percent (75%) of the Lots within that Service Area. If the Association receives the written consents of the Owners of at least seventy-five percent (75%) of the Lots within that Service Area to change the boundary lines of that Service Area in any manner that would increase the number of Lots within that Service Area, the Owner of each Lot that would be added to that Service Area must consent in writing to be included as part of that Service Area. If an Owner of a Lot that would be added to that Service Area does not consent in writing to be included as part of that Service Area, that particular Lot shall not be included as part of that Service Area. Upon receipt of the necessary number of written consents and the consent(s) of the applicable Owner or Owners, the Board shall change the boundary lines of that Service Area to include the additional Lot(s) at a special meeting of the Board or at the Board's next regularly scheduled meeting. Any Lot added to a Service Area and the applicable Owner of that Lot shall be responsible for the payment of the prorated amount of any Service Area Assessment applicable to that Service Area based on the date that Lot is added to that Service Area. The Association shall immediately begin providing the applicable Special Services to any Lot added to that Service Area.

**ARTICLE 5**  
**COMMON AREAS**

Section 5.1 **Designation.** Declarant shall have the right and the power, in its sole and absolute discretion, to determine which real and/or personal property will be Common Area and to convey or transfer ownership of that Common Area to the Association for the uses and/or purposes set forth in this Declaration and/or in any plat of the Property that has been recorded in the Public Records of the County. The Association is obligated to accept ownership of all Common Areas designated by Declarant in its "as is" condition when conveyed or transferred to the Association, without warranty by or recourse against Declarant. Prior to the later conveyance of title to the Common Area to the Association or the conversion of Class B membership to Class A membership, Declarant may change or cause the Association to change the configuration and/or

legal description of any of the Common Area due to a change in Declarant's development plans. For so long as the Declarant retains Class B membership, the Declarant may, at any time, withdraw, or cause to be withdrawn, land from the Common Area in the Declarant's sole and absolute discretion; provided, however, such withdrawal of Common Area shall not materially and/or adversely affect access, availability of utilities and/or drainage to or from any Lot. If such withdrawal of land from the Common Area does materially and/or adversely affect access, availability of utilities and/or drainage to or from any Lot, the Declarant shall not have the right to withdraw such Common Area without the consent and joinder of each Owner of the Lot(s) which is so affected.

Section 5.2 **Transfer of Title.** At the appropriate time, as provided this Declaration, Declarant or any Builder shall convey fee simple title to certain real property designated by Declarant as Common Area to the Association; subject to, however, all taxes not then delinquent, the applicable plat, this Declaration and any other restrictions, limitations, conditions, reservations, easements and other matters then of public record. Declarant or any Builder shall also transfer and assign to the Association, by bill of sale or assignment, ownership of certain personal property designated by Declarant as Common Area. After conveyance and/or transfer to the Association, any real property owned by the Association may not be mortgaged or further conveyed, sold and/or transferred by the Association without the consent of at least two-thirds (2/3) of the Voting Interests then existing in the Association.

Section 5.3 **Association Responsibilities.** The Association shall accept all conveyances, transfers and/or assignments of real and/or personal property from time to time designated by the Declarant as Common Area. Subject to any conflicting rights of Declarant and the Owners set forth in the Governing Documents or by law, the Association shall be solely responsible for the ownership, operation, management, maintenance, repair, cleaning, replacement, control and insurance of all of the Common Areas and any Improvements located on the Common Areas, and for the payment of all taxes on the Common Areas due and payable from and after the date this Declaration is recorded in the Public Records of the County. Any taxes assessed against the Common Areas shall be part of the Common Expense. No Owner nor any Owner's tenant, occupant, subtenant, invitee, agent, guest, licensee, visitor, family member, employee, vendor, contractor and/or subcontractor may construct any Improvement of any type in and/or on, install any Improvement of any kind in and/or on, modify, alter and/or change in any manner any portion of the Common Areas.

Section 5.4 **Easements to Owners and Association.** Declarant hereby creates, reserves and declares to exist in favor of the Association, the District and each Owner (including, but not limited to, Declarant) a perpetual, non-exclusive right and easement on, over, under and through the Common Area for the use and enjoyment of the Common Area for all lawful purposes not inconsistent with the Governing Documents or the rights and privileges granted and/or reserved to Declarant pursuant to the Governing Documents. This easement in favor of each Owner shall be appurtenant to and pass with the title to each Lot. All rights of use and enjoyment of the Common Areas are subject to the following:

(a) The right and duty of the Association to levy Assessments against each Lot and/or Owner thereof for the purpose of maintaining the Common Areas and Improvements located on any portion of the Common Areas;

(b) The right of the Association to create and levy Assessments on Service Arcas within the Property;

(c) The right of the Association or Declarant to adopt at any time, and to enforce, reasonable Rules and Regulations governing the use of the Common Areas and/or Improvements located on any portion of the Common Areas. Any Rule and Regulation so adopted by the Association shall apply until rescinded and/or modified by the Association;

(d) The right of the Declarant and/or the Association to have, grant and use either general or specific easements over, on, under and/or through the Common Areas and to modify, amend, terminate, supplement and/or relocate such easements; and

(e) The right of Declarant and/or the Association to enter into agreements with other Persons with respect to the maintenance, management and/or operation of Common Areas within the Property, including but not limited to, the delegation and/or assignment of specific maintenance, management and/or operational responsibilities as the Declarant or the Association may determine, from time to time.

Section 5.5 **Easement for Further Improvements.** Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns the right and easement over, under, on and through the Common Area to make and/or install, at Declarant's expense and at any time and from time to time on or before the fifteenth (15<sup>th</sup>) anniversary of the date on which this Declaration is recorded in the Public Records of the County, additional Improvements to the Common Areas and any amenities, recreational and/or other Improvements located thereon. Upon the completion of any such additional Improvements, all right, title and interest therein may be transferred (subject to the rights and easements herein created and reserved) to the Association for the uses and purposes set forth in the Governing Documents, and the Association shall accept and thereafter operate, manage, maintain, repair, replace and insure those additional Improvements.

Section 5.6 **Utility Easements.** Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns and the District, perpetual, non-exclusive easements on, over, under and through the Common Areas and platted easements within the Property for the following purposes: (a) installation, maintenance, repair, replacement, connection with and use of wells, pumps, controls, poles, wires, fixtures, cables, conduits, pipes, lines, meters and/or other equipment and improvements for lighting, irrigation and utilities services (including, but not limited to, cable television, satellite television, internet service, intranet service, telephone, electric, natural gas, sewer, water, reuse or reclaimed water, and telecommunications) to serve any portion of the Property; (b) installation, maintenance, repair, operation, replacement, connection with and/or use of the surface water drainage detention, retention and conveyance structures and areas of the Surface Water Drainage and Management System in accordance with the SWFWMD Permit(s) and SWFWMD requirements; and (c) irrigation of the Common Areas.

Section 5.7 **Easement for Special Events.** Declarant hereby reserves for itself, its designated successors, assigns and designees, a perpetual, non-exclusive easement over, on and through the Common Areas for the purpose of conducting education, cultural, artistic, musical and/or entertainment activities and other activities of general community interest at such locations

and times as Declarant, in its sole and absolute discretion, deems appropriate. Each Owner, by accepting a deed or other instrument conveying any interest in a Lot, acknowledges, consents and agrees that the exercise of this easement may result in a temporary increase in traffic, noise, gathering of crowds and/or related inconveniences, and each Owner knowingly and voluntarily agrees on behalf of itself, and that Owner's occupants, tenants, family members, agents, employees, invitees, guests, licensees and/or visitors, to take no action, legal or otherwise, which would interfere with and/or prohibit the exercise, use and enjoyment of this easement by Declarant or its assigns.

Section 5.8 **Temporary Easements Over Common Areas.** Subject at all times to the terms, conditions, restrictions and requirements of all SWFWMD permits, Declarant hereby creates, reserves and declares to exist in favor of Declarant and its designated successors and assigns rights and easements on, over, under and through the Common Areas for the following purposes: (a) to permit pedestrian and/or vehicular ingress, egress, passage and/or parking incidental to development, construction, marketing and/or sale of any portion of the Property; (b) to cut trees, bushes and/or shrubbery; (c) to change the grade and/or elevation of any portion of the Property; and (d) such other rights and easements as may be reasonably necessary to permit the orderly and economic development, improvement, marketing and/or sale of any portion of the Property. The rights and easements reserved in this Section 5.8 shall continue in existence until such time as Declarant and its designated successors and assigns, including any developers, builders or Builders, have sold all Lots to be developed and/or constructed within all portions of the Property as determined by Declarant.

Section 5.9 **Easement for Maintenance of Surface Water Drainage and Management System.** Declarant hereby creates, reserves and declares to exist in favor of the Declarant and the District or the Association, as applicable, a perpetual, non-exclusive easement over, under, on and through all portions of the Surface Water Drainage and Management System for access to operate, maintain, repair, manage and/or replace the Surface Water Drainage and Management System. By this easement, the Declarant and the District or the Association, as applicable, shall have the right to enter upon any portion of any Lot which is part of and/or adjacent to the Surface Water Drainage and Management System, at a reasonable time and in a reasonable manner, to operate, maintain, manage, repair and/or replace the Surface Water Drainage and Management System as required by the SWFWMD Permit(s) and/or any governmental agency or quasi-governmental body. Additionally, the Declarant and the District or the Association, as applicable shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water Drainage and Management System, and the owner of the pumps, pipes and other apparatus comprising the Surface Water Drainage and Management System shall have an easement for access and maintenance over the Property as necessary for the operation, management, maintenance, repair and/or replacement of such equipment. No Person shall alter the drainage flow of and/or over any portion of the Surface Water Drainage and Management System, including but not limited to, buffer areas and swales, without first obtaining the written approval of the District or Association, as applicable, and SWFWMD. This Section 5.9 shall not be amended in any way without the prior written approval of the SWFWMD.

Section 5.10 **Sign Easement.** Declarant reserves for itself, the Association and the District a non-exclusive easement over, upon, in, through and across all areas of the Property (other than Lots owned by an Owner other than Declarant) for the erection, installation, operation,

maintenance, repair, placement and/or replacement of signs, walls, monuments, fencing, decorative improvements, entry features, gates, landscaping, lighting, utility and/or irrigation facilities within and/or adjacent to the Property (other than Lots owned by an Owner other than Declarant). No Owner shall obstruct access to this easement, or install, build, construct and/or remove any plant or other improvement or installation of any kind that has been placed in this easement by the beneficiaries thereof. No Owner shall obstruct the view of the easement from any adjacent street right-of-way. All signs, walls, monuments, entry features, gates, landscaping, utilities, irrigation and/or other permanent Improvements installed, constructed, built and/or placed in this easement by the District may become the property of the District, and, if so, shall be maintained, operated, managed, monitored, cleaned, repaired and/or replaced by the District. In addition, Declarant and/or any designee of Declarant shall have the right, without requiring the prior approval of the Association and/or any Owner, within the Property, to erect, change, move, alter, remove, repaint, replace, maintain, operate and/or otherwise exercise complete and unfettered control over advertising, sales, promotional and/or marketing signs at all times prior to the sale of the last Lot within the Property to third-party purchasers other than Builders within the Property, and all such advertising, sales, promotional and/or marketing signs shall be and remain the exclusive property of Declarant (or such designee of Declarant) and shall not be deemed or considered part of the Common Area owned by the Association.

Section 5.11 **Easement for Irrigation Equipment.** If there is a master irrigation system for the Property utilizing ground water and/or reclaimed water, the Declarant, the Association and the District shall have a perpetual, non-exclusive easement over, under, across and/or through all exterior portions of each Lot outside the building pad and except any portion upon which buildings, structures and/or Residential Dwelling Units have been erected, for the purpose of installing, maintaining, repairing, operating and/or replacing all irrigation equipment, systems and/or lines serving all or any portion of the Lots and/or the Common Area. The easement contained in this Section 5.11 shall not impose any obligation on the Association, the District and/or the Declarant to install any such irrigation equipment, systems and/or lines.

Section 5.12 **No Implied Obligation.** None of the reservations of rights and easements on any plat of any portion of the Property or in Article 5 of this Declaration shall be interpreted to impose any obligation on Declarant, its designated successors or assigns and/or the District to install, operate, build, construct, manage, maintain, repair, replace, connect with and/or use any of the Improvements or facilities referenced therein.

Section 5.13 **No Interference.** For any easement shown or reserved on any plat of any portion of the Property and those easements granted or reserved in this Declaration, no Improvement or material may be placed in and/or upon any easement which may damage or interfere with the installation, operation, maintenance, repair and/or replacement of any utilities, or the easement area or that may alter and/or impede the direction and/or flow of drainage in any way. Any non-permitted improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by Declarant, the Association, the District or the grantee of the easement.

Section 5.14 **No Reference Necessary.** The terms and provisions of this Declaration, including, but not limited to, the rights and easements granted and reserved in this Article 5,

shall survive the delivery of each deed of Common Area to the Association, and said terms and provisions shall remain in full force and effect and shall bind the Common Area and the Association whether or not referred to or recited in any deed of Common Area to the Association.

Section 5.15 **Delegation.** Any Owner (including Declarant) may temporarily grant the benefit of any easement, right or privilege conferred under this Declaration to their respective family members, officers, agents, employees, contractors, subcontractors, occupants, members, tenants, licensees, invitees and/or guests, but nothing herein shall be construed to create any rights, easements or privileges in the general public.

Section 5.16 **Community Systems and Services.** Declarant reserves for itself, its designated successors and assignees, and the Association (after Declarant no longer has Class B membership), the exclusive and perpetual right to provide and operate, and/or to permit others to provide and operate, within the Property, such telecommunication systems (including, without limitation, cable television, satellite television, community intranet, internet, telephone and other systems for receiving, distributing and transmitting electronic data, signals, and audio or visual communications), systems and services, utilities, and similar systems and services, including, without limitation, conduits, wires, amplifiers, towers, antennae, and other apparatus and equipment for the operation and/or provision thereof (collectively, the "Community Systems and Services") on a reasonably competitive basis, as Declarant (and/or the Association, if applicable), in its discretion, deems appropriate. Such right shall include, without limitation, the right to select and contract with companies licensed to provide such services in the area where the Property is located, and to charge individual users a reasonable fee not to exceed the maximum allowable charge for such service, as from time to time is defined by the laws, rules, and regulations of the relevant government authority, if applicable. Declarant may receive, and shall be entitled to retain, any rebate, credit, fee, and/or incentive relating to the installation, operation, and/or provision of any Community Systems and Services. Declarant may require that the Board enter into agreements for the provision of Community Systems and Services to all Lots as a Common Expense. If particular services or benefits are provided to particular Owners, Service Areas and/or Lots at their request, the benefited Owner(s) shall pay the service provider directly for such services, or the Association may assess the costs as an Individual Assessment. No Owner may avoid liability for the charges associated with the Community Systems and Services by electing not to utilize the Community Systems and Services.

Section 5.17 **Easements of Encroachment.** Declarant grants easements of encroachment, and for the maintenance and use of any permitted encroachment, between each Lot and any adjacent Common Area and between adjacent Lots. Such easement shall permit encroachment only by a structure, Improvement, Residential Dwelling Unit and/or fixture which has been constructed by Declarant, or approved in advance in accordance with this Declaration, and which is constructed, installed, built, erected and/or placed on the property of another Person without the actual intention of encroaching on such property. An encroachment easement shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the Person claiming the benefit of such an easement.

Section 5.18 **Easements to Serve Additional Property.** Declarant reserves for itself

and its duly authorized agents, designated successors and assigns, an easement in, though, under and/or over the Common Area and each Lot for enjoyment, use, access and development of any other real property, whether such real property is actually made subject to this Declaration. This easement includes, but is not limited to, a right of ingress and egress over, under, in and/or through the Common Area and Lots for construction of roads and for connecting and installing utilities benefitting the Property.

Section 5.19 **Easements for Cross-Drainage.** All portions of the Property shall be burdened with easements for drainage of stormwater runoff from other portions of the Property and/or any other real property subject to this Declaration; however, no Person other than Declarant shall alter the drainage on any Lot to increase materially the drainage of stormwater onto adjacent portions of the Property without the consent of the Owner(s) of the affected portions of the Property, the SWFWMD and the Association.

Section 5.20 **Right of Entry.** Declarant hereby creates and reserves for itself and its duly authorized agents and the Association the right, but not the obligation, to enter upon any portion of the Property, including but not limited to, Lots, for emergency, security and/or safety reasons, and to inspect for the purpose of ensuring compliance with the Governing Documents; provided, however, nothing in this Section 5.20 shall authorize any Person to enter any structure, building and/or Residential Dwelling Unit constructed on a Lot without permission of the Owner unless necessary to avoid an imminent threat of personal injury and/or property damage. This right may be exercised by any member of the Board, any officer, manager, agent or employee acting with the permission of the Board and/or Declarant, and all police, fire and/or similar emergency personnel in the performance of their respective duties. Except in an emergency situation to avoid an imminent threat of personal injury and/or property damage, entry into any portion of a Lot not generally open to the public shall only be authorized during reasonable hours and after receipt of the Owner's, tenant's and/or occupant's consent. This right of entry pursuant to this Section 5.20 shall include the right of the Association and/or the Declarant to enter upon a Lot to perform maintenance and/or cure any condition which may increase the possibility of fire or other hazard, in the event the Owner fails and/or refuses to perform such maintenance and/or cure such condition within a reasonable time after request by the Board and/or Declarant. Nothing in this Section 5.20 shall obligate and/or require the Association and/or the Declarant to take any action to perform such maintenance and/or cure such condition.

Section 5.21 **Easements for Lake and Pond Maintenance and Flood Water.** Declarant reserves for itself, its designated successors, assigns and designees and the District or the Association, as applicable, a perpetual, non-exclusive easement, but not the obligation, to enter upon and/or in the lakes, ponds, creeks, streams and wetlands located within the Common Area to: (a) install, keep, maintain and replace pumps thereon, if any, in order to provide water therefrom for the irrigation of any of the Common Areas; (b) construct, maintain, operate and repair any retention pond, detention pond, dry detention area, wall, dam and/or any structure retaining water therein; and (c) remove trash and/or other debris therefrom and fulfill its maintenance responsibility as provided in this Declaration. Declarant's rights and easement provided in this Section 5.21 shall be transferred to the District or the Association, as applicable, at Declarant's option, at such time as Declarant shall cease to own any portion of the Property, or such earlier time as Declarant may decide, in its sole and absolute discretion, and transfer such rights by a written instrument. Declarant, the District or the Association, as applicable, and such transferee (if

other than Declarant), shall have an easement over and across any of the Lots abutting and/or containing any portion of any of the lakes, ponds, streams, creeks and wetlands for the purpose of allowing Declarant to exercise its rights and responsibilities herein and otherwise set forth; provided, however, Declarant, its designees, the District or the Association and such transferee (if other than Declarant), shall use reasonable care in the exercise of such easement and shall repair any damage caused in the exercise of such easement.

There is further reserved herein and hereby, for the benefit of Declarant and the District or the Association, as applicable, a perpetual, temporary, non-exclusive right and easement of access and encroachment over the Common Areas and Lots (but not the structures and buildings thereon) adjacent to or within fifty feet (50') of any lake, pond, stream, creek and/or wetland within the Property, in order to: (a) fill, drain, dredge, deepen, clean, fertilize, dye and generally maintain the lakes, ponds, streams, creeks and wetlands within the Common Areas; (b) maintain and landscape any slopes and banks pertaining to such lakes, ponds, streams, creeks and wetlands; and (c) enter upon and across such portions of the Lots to the extent reasonably necessary for the purpose of exercising its or their rights under this Section 5.21. Nothing herein shall be construed to make Declarant, the District, the Association and/or any other Person liable for damage resulting from flooding due to heavy rainfall, tropical storm, hurricane and/or any other natural occurrence.

Section 5.22 Reserved

Section 5.23 **Maintenance of Common Area.**

(a) The Association shall operate, maintain, manage, clean, repair, replace and ensure the Common Areas and all Improvements from time to time located on the Common Areas, subject at all times to obtaining all required governmental permits and/or approvals. The Association shall not be responsible for any utilities and/or utility service owned and/or maintained by a public or private utility company providing water, sewer, electrical, fire protection, cable television, telephone, internet, natural gas and/or similar utilities to any portion of the Property.

(b) If the Surface Water Drainage and Management System is part of the Association's Common Areas, the cost of the maintenance, operation, management, repair, replacement and insurance of the Surface Water Drainage and Management System (except for those portions located on a Lot and required to be maintained by the Owner of that Lot) shall be part of the Association's Common Expense. If applicable, all such maintenance, operation, management, repair, replacement and insurance of the Surface Water Drainage and Management System shall be in accordance with the SWFWMD Permit(s) and the requirements of the SWFWMD. Maintenance of the Surface Water Drainage and Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SWFWMD. Any repair and/or reconstruction of the Surface Water Drainage and Management System shall be as permitted or, if modified, as approved by the SWFWMD. In order to perform its obligations under this Section 5.23, if applicable, the Association shall have a perpetual, non-exclusive easement over, upon, in, under and

through all areas of the Surface Water Drainage and Management System for access to operate, maintain, manage, repair, replace and insure the Surface Water Drainage and Management System.

No Person shall, without the prior written approval of the Declarant and the SWFWMD, do any of the following in and/or on any part of the Surface Water Drainage and Management System: (a) use boats or watercraft of any type, fish and/or swim; (b) discharge any liquid and/or material other than natural stormwater drainage into any lake, pond, retention, detention or other water areas, and then only in accordance with the SWFWMD Permit(s) for the Surface Water Drainage and Management System; and/or (c) alter and/or obstruct any lakes, ponds, retention, detention and/or other water areas, or interfere with any water control structures and/or apparatus which are part of the Surface Water Drainage and Management System.

The County shall have an emergency access easement to and over the Surface Water Drainage and Management System in the event that inadequate maintenance, repair or replacement of the Surface Water Drainage and Management System creates a hazard to the public health, safety and general welfare. However, this emergency access easement does not impose any obligation, burden, responsibility and/or liability upon the County to enter upon the Surface Water Drainage and Management System to take any action to repair, replace and/or maintain the Surface Water Drainage and Management System unless the same is dedicated to the County and the County specifically assumes the responsibility to take such action, repair, replacement and/or maintenance.

The Declarant may have constructed one or more drainage swales upon each Lot for the purpose of managing and/or containing the flow of excess surface water, if any, found upon that Lot from time to time. Each Owner shall be responsible for the maintenance, operation and repair of the swale(s) located on that Owner's Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SWFWMD. Filling, excavation, construction of fences, placement of an Improvement, placement of any structure and/or otherwise obstructing the surface water flow in any swale is strictly prohibited. No alteration of any drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be promptly repaired and the drainage swale returned to its former condition as soon as possible by the Owner of the Lot upon which that drainage swale is located.

The SWFWMD shall have the right to enforce, by any proceeding at law, in equity, in an administrative action, or any combination of these, the provisions contained in this Declaration which relate to the maintenance, operation, management, repair and/or replacement of the Surface Water Drainage and Management System. This 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 Surface Water Drainage and Management System or in mitigation or conservation areas under the responsibility and/or control of the Association.

If wetland mitigation and/or monitoring is required, the Association or its duly designated agent or assignee, or the District if applicable, shall be responsible to carry out this obligation to the extent required by the SWFWMD and/or SWFWMD Permit(s). The Association or District as applicable shall carry out this responsibility successfully, including without limitation, meeting all requirements and conditions associated with wetland mitigation, maintenance and/or monitoring.

(c) In the event that the District shall for any reason fail to maintain the portions of the Surface Water Drainage and Management System for which the District is responsible, or any other portion of the Property or other property or improvements located in the vicinity of the Property, as required by law or this Declaration, the Association shall have the right but not the obligation to perform such maintenance on behalf of the District upon not less than fifteen (15) days prior written notice to the District. Any and all costs and expenses incurred by the Association in performing such maintenance on behalf of the District, shall be recoverable by the Association in accordance with applicable law.

Section 5.24 **Easement for Maintenance Purposes.** The Declarant hereby reserves for itself, the Association, the District and their respective agents, employees, contractors, successors and assigns an easement for access in, on, over, under and upon those portions of the Property as may be reasonably necessary for the purpose of access to and maintenance of the Common Area, including the Surface Water Drainage and Management System or other portions of Property to be maintained by Association or the District, in accordance with the requirements of this Declaration or as provided by law. The easement reserved hereby shall not be exercised by any party in a manner which unreasonably interferes with the use, occupancy, or enjoyment of any improved portion of the Property. Further, in the event that any portion of the Property shall be damaged or altered in any way as the result of the exercise of the easement rights reserved hereby, such portions of the Property shall be immediately restored to the condition that existed immediately prior to such damage or alteration by the party exercising such rights.

Section 5.25 **Water Management.** Each Owner acknowledges, understands and agrees that some or all of the water features which may be located in and/or adjacent to the Property are designed as water management areas and are not designed solely as aesthetic features. Due to fluctuations in water elevations and precipitation within the immediate area, water levels will rise and fall. Each Owner further acknowledges, understands and agrees that Declarant does not have, and is not obligated to exert, control over any such water elevations. Therefore, each Owner agrees to, and does by purchase of a Lot within the Property, release and discharge Declarant from and against any and all losses, claims, suits, causes of action, demands, damages and/or expenses of whatever nature or kind, including without limitation, attorneys' fees, costs and expenses, related to, connected with and/or arising out of any claim relating to such fluctuations in water elevations. Owners shall not alter, modify, expand and/or fill any water features or wetlands that may be located within and/or in the vicinity of the Property without the prior written approval of the Declarant, the District, the SWFWMD and any local, state or federal regulatory or permitting authorities that may have relevant jurisdiction over such matters.

DECLARANT, THE ASSOCIATION, THE DISTRICT AND THE BOARD SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING BUT NOT

LIMITED TO, LIFEGUARDS, FOR THE BODIES OF WATER THAT MAY BE LOCATED WITHIN AND/OR IN THE VICINITY OF THE PROPERTY. ANY INDIVIDUAL USING SUCH BODIES OF WATER SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT, THE ASSOCIATION AND THE DISTRICT HARMLESS FROM AND AGAINST ANY CLAIM, LOSS, PERSONAL INJURY, DAMAGE AND/OR DEATH ARISING FROM AND/OR RELATED TO SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF TITLE OR A DEED TO A LOT, ACKNOWLEDGES AND AGREES THAT SUCH BODIES OF WATER MAY BE DEEP AND ARE LIKELY DANGEROUS. NEITHER DECLARANT, THE ASSOCIATION, THE DISTRICT NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS AND/OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE AND/OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF AND/OR IN ANY BODY OF WATER WITHIN THE PROPERTY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY AND/OR DEATH OCCURRING IN, ARISING FROM AND/OR OTHERWISE RELATED TO, ANY BODY OF WATER. ALL PERSONS USING ANY BODY OF WATER WITHIN THE PROPERTY WITHIN THE PROPERTY KNOWINGLY AND VOLUNTARILY DO SO AT THEIR OWN RISK. ALL OWNERS, VISITORS, GUESTS, TENANTS, OCCUPANTS, FAMILY MEMBERS AND/OR USES OF ANY PORTION OF THE PROPERTY SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF, ANY PORTION OF THE PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ANY AND ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITAT AND/OR ENTER INTO BODIES OF WATER WITHIN OR NEARBY THE PROPERTY, INCLUDING BUT NOT LIMITED TO, ALLIGATORS, AND SUCH WILDLIFE MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT, GUARANTEE AND/OR INSURE AGAINST, ANY DEATH, PERSONAL INJURY AND/OR PROPERTY DAMAGE CAUSED BY SUCH WILDLIFE.

Section 5.26 **Use by Declarant and Other Persons.** Notwithstanding the transfer of ownership of the Common Area to the Association, the Declarant shall have the right to use and occupy, and to allow Builders to use and occupy, portions of the Common Area without payment of any rent or use fee for purposes of a sales and marketing center, special events, the placement of sales and construction trailers and equipment and materials, vehicular parking, and the placement of sales and marketing signs, until Declarant and all Builders have sold all Lots within the Property. Declarant shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement. The Association shall have the right and authority to allow, by easement,

license, rental agreement or otherwise, the use of Common Area by Persons providing utility, telecommunications, security or other services to the Property. The Declarant and the Association shall have the right to allow the District to use any portion of the Common Area on such terms as the Declarant or the Association deems appropriate. The Association shall also have the right and authority to allow school, civic charitable social groups, and other non-profit organizations to use the Common Area as determined from time to time by the Board of Directors, provided such use does not unreasonably interfere with the Owners' use of the Common Area.

Section 5.27 **Roadways, Signs.** Declarant, and its designated successors or assigns, has the right to cause all roadways within the Property to be maintained as private roadways with or without gated access, or dedicated to the County or the District for public use and maintenance by the County or the District, as applicable. Any private roadways and rights-of-way within the Property shall be conveyed to the Association or a Neighborhood Association as Common Area. Subject to obtaining any necessary permits therefor, the Declarant, its designated successor or assigns may (without obligation) construct and install signs, gates, gatehouses, guardhouses, and/or associated systems and facilities as the Declarant deems appropriate. Such signs, gates, gatehouses, guardhouses and/or associated systems and facilities within any private roadway or right-of-way shall be Common Area to be maintained by and at the Common Expense of the Association or a Neighborhood Association. Any signs, private gates, gatehouses, guardhouses and/or associated systems and facilities so installed may be modified or removed, from time to time, as deemed appropriate by the Declarant so long as Declarant holds a Class B membership, and after the termination of the Class B membership, by the Association, to the extent permitted by law or any applicable permits. Notwithstanding such private roadways and gated access (if any), each Owner, by acceptance of title to a Lot, acknowledges that County Sheriff shall have the right and may regulate and monitor speeding on such roadways and that public and private utility providers and emergency vehicles will have access to the gated portion of the Property and the right to use such roadways pursuant to each plat, this Declaration, and in accordance with all laws. If gates, gatehouses or guardhouses are installed, the Association or the District (if the District is the owner of the gates, gatehouses, guardhouses and/or associated systems and facilities) may, at its election, establish time periods during which such gates, gatehouses or guardhouses will remain open or manned, as applicable; provided, however, that Declarant or any Builder may require gates in the to remain in the fully-open position during regular marketing hours until ninety-five percent (95%) of all homes that will ultimately be constructed that particular portion of the Property have been sold to Owners other than Declarant or Builders.

#### **ARTICLE 6 COVENANTS FOR MAINTENANCE ASSESSMENTS**

Section 6.1 **Creation of the Lien and Personal Obligation of Assessments.** Each Owner of a Lot within the Property, by acceptance of a deed or other conveyance of title to any Lot, whether or not it shall be so expressed in that deed or other conveyance, and whether or not reference to this Declaration shall be made in such deed or other conveyance, is obligated and covenants and agrees to pay to the Association all Assessments, including: (1) Annual Assessments; (2) Initiation Assessments; (3) Special Assessments; (4) Individual Assessments; (5) Service Area Assessments; and (6) Special Service Area Assessments. Assessments shall be fixed, established, assessed and collected as provided in this Declaration, the Articles and/or the Bylaws. Declarant shall be excused from payment of

Annual Assessments, Special Assessments, Individual Assessments, Service Area Assessments and Special Service Area Assessments for so long as Declarant subsidizes the budget of the Association pursuant to Section 6.12 of this Declaration. Declarant shall never be obligated to pay any Initiation Assessment.

Section 6.2 **Lien and Personal Obligation.** All Assessments, together with such interest and late charges as shall be imposed by the Board, and the cost of collection thereof, including without limitation, Enforcement Cost, court costs and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal, and in all post-judgment proceedings, shall be a charge and continuing lien upon the Lot against which such Assessment is made from and after the date on which such Assessment is due. Each Assessment, together with said interest, late charges, Enforcement Cost, costs and fees, shall also be the personal obligation of each Person who was an Owner of the Lot at the time the Assessment became due and payable. In the case a Lot is owned by more than one (1) Person, all such Owners shall be jointly and severally liable for the entire amount of the Assessment. The liability for any Assessment may not be avoided by waiver of the use and/or enjoyment of the Common Areas, by waiver of the use and/or enjoyment of any Exclusive Common Area and/or by the abandonment and/or non-use of the Lot against which any Assessment was made. No diminution or abatement of an Assessment or set-off shall be claimed or allowed by reason of any alleged failure of the Association or Board to take some action and/or perform some function required to be taken and/or performed by the Association or Board under any of the Governing Documents, or for inconvenience or discomfort arising from the making of repairs and/or Improvements which are the responsibility of the Association, or from any action taken to comply with any law, ordinance, or with any order or directive of any County, SWFWMD, state, federal or other governmental authority.

Section 6.3 **Nonpayment.** If any Assessment or installment of any Assessment is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment, together with all interest, late charges, collection costs and Enforcement Cost, shall be secured by a continuing lien on the Lot as to which the Assessment accrued. The lien shall be prior to all other liens hereinafter created except taxes or assessments levied by governmental authority, and except as to the lien of any first Mortgage on the Lot. The lien shall be prior to and superior in dignity to homestead status. The lien shall bind the Lot during the ownership by the Owner who owned that Lot at the time the Assessment fell due and the lien shall continue in effect following transfer of title to the relevant Lot to each subsequent Owner until all amounts secured by the lien have been paid. The personal obligation of each Owner to pay any delinquent Assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title unless expressly assumed by them. If any Assessment or installment of any Assessment is not paid within thirty (30) days after the date when due, the delinquent amount shall bear interest at the highest lawful rate permitted in Florida from the date when first due until fully paid. The Association may record a notice of lien for delinquent Assessments in the Public Records of the County and foreclose the lien in the same manner as a mortgage. Upon recording, the lien shall secure the amount of delinquency stated therein and all unpaid Assessments, interest, late charges, collection costs and Enforcement Cost thereafter until satisfied of record.

If any Owner is delinquent in the payment of any Assessment (including any installment), the Board may accelerate the entire balance of the applicable Fiscal Year's Assessments upon ten

(10) days' prior written notice to that Owner and the filing of a claim of lien, and the then-unpaid balance of the applicable Fiscal Year's Assessments shall be immediately due and payable upon the date stated in the notice to that Owner, but not less than seven (7) days after delivery of the notice to that Owner, or not less than fourteen (14) days after the mailing of such notice to that Owner by certified mail, whichever event occurs first.

The Association shall have and may pursue any and all remedies available at law and in equity for the collection of delinquent Assessments, including, but not limited to, bringing an action for collection against the Owner personally obligated to pay the delinquent Assessment, recording a claim of lien (as evidence of its lien and lien rights as provided for in this Declaration) against the Lot as to which the delinquent Assessment remains unpaid, and foreclosing the lien against the Lot by judicial foreclosure in the same manner as foreclosure of a mortgage. The Association may pursue any one or more of its remedies at the same time or successively, and the Association does not waive its ability to foreclose on its lien on a Lot by bringing an action for collection against the Owner of that Lot. There shall be added to the amount of any delinquent Assessment the above-mentioned interest, late charges, collection costs, Enforcement Costs and attorneys' and paralegals' fees, which fees and collection costs shall be recoverable whether or not suit is actually brought. The Owner shall also be required to pay the Association any Assessments against the Lot which become due during the period of collection and foreclosure. The Association shall have the right and power to bid at the foreclosure sale and to own, sell, lease, transfer, convey, encumber, use and otherwise deal with any Lot acquired by the Association through foreclosure. During the period a Lot is owned by the Association following foreclosure on that Lot: (1) No right to vote shall be exercised on behalf of that Lot; (2) No Assessment shall be assessed or levied on that Lot; and (3) Each other Lot shall be charged, in addition to its usual Assessment, its pro rata share of the Assessment that would have been charged to the Lot had it not been acquired by the Association as a result of foreclosure. A suit to recover a money judgment for unpaid Assessments and attorneys' fees and costs shall be maintainable without foreclosing or waiving the lien securing the unpaid Assessments and attorneys' fees and costs.

Section 6.4 **Exempt Property.** The following property shall be exempt from the Assessments and liens created herein: (1) the Common Area; (2) lands dedicated to and/or owned by the County, the District or another governmental authority, any utility company or the general public; and (3) Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expense of the Association pursuant to Section 6.12 of this Declaration. No other land or improvements in the Property shall be exempt from Assessments and liens created in this Declaration.

Section 6.5 **Purpose.** The Assessments levied by the Association may be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and to exercise the powers conferred on it, and to pursue any other lawful purpose deemed desirable or appropriate by the Board, including without limitation any one or more of the following: (a) payment of the Common Expense and Association operating and overhead expenses; (b) the management, operation, maintenance, repair and/or replacement of the Surface Water Drainage and Management System; provided the District is not responsible for the Surface Water Drainage and Management System; (c) lighting, irrigation,

maintenance, improvement and beautification of streets and casement areas, and acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association and/or the Common Area; (e) improvement, operation, insurance, maintenance, repair and replacement of the Common Area and easement areas benefiting the Association; (f) repayment of any deficits previously incurred by the Association; (g) funding of reserves for future Common Expense or any other reserve account established by the Association; (h) procurement and maintenance of insurance and fidelity bonds; (i) employment of accountants, attorneys, management and other professionals to serve, represent and/or advise the Association; (j) payment of any costs and expenses incurred and/or expected to be incurred in a Service Area; and (k) doing anything necessary or desirable in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, or otherwise to benefit the Owners.

Section 6.6 **Annual Assessments.**

(a) **Operating Budget.** At least forty-five (45) days prior to the end of each Fiscal Year, to the extent possible, the Board shall prepare and approve a budget of the estimated Common Expense of the Association for the coming Fiscal Year, together with any amounts necessary to fund any deficits from prior years and to provide reserves for future expenses, including but not limited to the annual capital contribution, if any, approved by the Board under Section 6.6(b) of this Declaration. The Board shall determine and fix the amount of Annual Assessments for each Lot to meet all the expenses of the Association (including the Common Expense) and the Board shall determine when the Annual Assessments are payable.

(b) **Capital Budget.** Each year, the Board may approve a capital budget taking into account the number, type, useful life and expected major repair or replacement cost of major components for which the Association is responsible. If the Board adopts a capital budget, the Board shall then set the required annual capital contribution in an amount sufficient to meet the projected capital needs of the Association on a timely basis. The annual capital contribution, if any, fixed by the Board shall then be included in the annual operating budget described in Section 6.6(a) of this Declaration.

(c) **Adoption of Operating Budget.** The Association shall mail to each Member a copy of the operating budget and projected Annual Assessments approved by the Board to be levied for the next Fiscal Year at least thirty (30) days, to the extent possible, prior to the end of the Association's current Fiscal Year. The operating budget and Annual Assessments shall become effective unless disapproved at a Special Meeting of the Members held not later than thirty (30) days after the proposed budget and Annual Assessments are mailed to the Members. There shall be no obligation to call a Special Meeting for the purpose of considering the budget and Annual Assessments, except upon written request by the Association's Members as provided for Special Meetings in the Bylaws. To be effective, Members representing at least two-thirds (2/3) of the total voting interests of the Association, without regard to membership class, must disapprove of the proposed budget and Annual Assessments. If the Association's membership so disapproves the operating budget and Annual Assessments for the coming Fiscal Year, or if the Board fails to

propose an operating budget, then the operating budget and Annual Assessments for the prior Fiscal Year shall continue in effect until a new operating budget and Annual Assessment amount are determined and adopted.

In the event that the Board is unable to adopt an operating budget and Annual Assessments for the coming Fiscal Year, the Board may call a Special Meeting of Members for the purpose of considering and adopting such an operating budget and Annual Assessments, which meeting shall be called and held in the manner provided in the Bylaws for a Special Meeting. The Board may also propose an operating budget and Annual Assessment in writing to the Members, and if such budget is adopted by the Members representing a majority of the total voting interests of the Association, and upon ratification by a majority of the entire Board, it shall become the operating budget and Annual Assessments for that coming Fiscal Year.

(d) **Allocation of Annual Assessments Among Lots.** The Annual Assessment levied for the coming Fiscal Year against each Lot shall be calculated in proportion by which the Lots share the Common Expenses, which proportion determination shall be based on a uniform method, and which may be based, at the sole discretion of Declarant while the Class B membership exists, on the approximate size of the lot frontage, all as determined in a uniform and non-discriminatory manner by the Board. Service Area Assessment shall be levied upon all Lots within the applicable Service Area at an equal rate, or, if elected by the Board, on the nominal size of the lot frontage as provided for herein.

(e) **Builders.** Unless otherwise agreed to in writing with Declarant or as otherwise set forth in this Declaration, Builders shall (i) pay Assessments for any platted Lots owned by any Builder in the same manner and amount as any other Owner of a Lot (excluding a Builder); and (ii) pay Annual Assessments on any then unplatted Lots anticipated to be platted in the future and located on any portion of the Property owned by a Builder.

Section 6.7 **Initiation Assessments, Special Assessments, Individual Assessments and Reserve Accounts.**

(a) **Initiation Assessments.** At the closing of the first purchase of each Lot by an Owner (other than Declarant or a Builder) who acquires the Lot for any purpose other than to build and/or construct Improvements on that Lot for resale in the ordinary course of business, the Owner shall pay to the Association a one-time initiation assessment ("Initiation Assessment") in an amount equal to \$150.00, which may be adjusted and/or increased from time to time, per Lot as a payment to the Association. Initiation Assessments may be adjusted as to Additional Property as provided in the Supplemental Declaration applicable to such Additional Property. Initiation Assessments are not refundable and shall not be prorated. The Association may use Initiation Assessments for any purpose in its sole discretion.

(b) **Special Assessments.** In addition to Annual Assessments, the Association may levy at any time a Special Assessment, if approved by a majority of the Members, in person or by proxy, at a duly called Meeting of the Association's membership at which a quorum is present. If a Special Assessment is approved and levied by the

Association, that Special Assessment shall be paid in such manner as the Board may require in the notice of the Special Assessment. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in the notice of adoption and levying of same. However, upon completion of such specific purpose or purposes, any excess funds will be considered surplus, and may, at the sole discretion of the Board be used for any other lawful purpose or deposited into one of the other existing accounts of the Association (for example, the general operating account or a reserve account) to be used for any other expense of the Association. A Special Assessment may be levied for any lawful purpose and/or duty of the Association.

Any Special Assessment levied in accordance with Article 21, Section 21.5 of this Declaration may be levied by the Board alone without needing the approval of a majority of the Members.

All Special Assessments shall be allocated and levied in the same manner as an Annual Assessment. A Special Assessment shall be assessed against all Owners and their respective Lots based upon the Assessment Equivalents. Declarant shall not be obligated to pay any Special Assessment while Declarant retains Class B membership.

(c) **Individual Assessments.** The Board may levy an Individual Assessment against any Owner and that Owner's Lot in order to cover costs incurred by the Association due to that Owner's failure to maintain that Owner's Lot pursuant to the standards set forth in this Declaration, or to reimburse the Association for loss and/or damage to the Association or to any Common Area or easement area caused by that Owner or that Owner's tenant, family member, employee, agent, contractor, subcontractor, licensee, invitee and/or guest, and not covered by insurance, or for any other purpose expressly authorized by this Declaration.

The Board may also levy an Individual Assessment against any Owner and that Owner's Lot to reimburse the Association for costs incurred pursuant to this Declaration in bringing an Owner and/or that Owner's Lot into compliance with the provisions of this Declaration, the Articles, the Bylaws, any Rules and Regulations, and any amendments to any of these. This includes but is not limited to Enforcement Cost, attorneys' fees and costs.

Declarant shall not be obligated to pay any Individual Assessments while Declarant retains Class B membership.

(d) **Reserve Accounts.** The Board may establish reserve accounts which the Board, in its sole and absolute discretion, determines are necessary and/or desirable. Any reserve account established by the Board shall be part of the Common Expense and included as part of the Annual Assessment for each Fiscal Year. Notwithstanding the foregoing, Declarant and any Lots owned by Declarant shall be exempt from any reserve funding obligations.

Section 6.8 **Determination of Allocation of Assessments.** The number of Lots used for the calculations of any Annual Assessment and/or Special Assessment shall be determined as of the ownership of record existing sixty (60) days prior to the commencement of each Fiscal Year of the Association, and once so determined shall be controlling and used for that entire Fiscal Year.

Section 6.9 **Commencement Dates; Initial Annual Assessments; Due Dates.** Annual Assessments on the Lots shall commence on the date as determined by Declarant, but no earlier than when this Declaration is recorded in the Public Records of the County. The Annual Assessments for the Lots in each Additional Property shall commence on the date as determined by the Declarant, but no earlier than when the applicable Supplemental Declaration is recorded in the Public Records of the County. At the closing of the sale of each Lot in the Property by any Builder to the first purchaser from Builder, the purchaser shall pay to the Association the entire Annual Assessment for the Fiscal Year of the closing, prorated on a per diem basis from the date of closing through the end of that Fiscal Year. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association's Fiscal Year for which imposed; but the Board may elect in its sole discretion to collect Annual Assessments in semi-annual, monthly or quarterly installments. Annual Assessments which commence to accrue as to any Lot other than on the first day of the Fiscal Year shall be prorated for the balance of that Fiscal Year.

Section 6.10 **Certificate.** Upon request, the Association shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate shall be conclusive evidence of the payment to the Association of any Assessment therein stated to have been paid.

Section 6.11 **Subordination.** The lien for Assessments provided for in this Declaration shall be subordinate to the lien of any first Mortgage. However, such subordination shall apply only to the Assessments which have become due and payable prior to a sale, conveyance or transfer of a Lot pursuant to a decree of foreclosure, or any other proceeding in lieu of foreclosure. Such sale or transfer shall not relieve that Lot from liability for any Assessments thereafter becoming due, nor from the lien of any such subsequent Assessment. Any Mortgagee or other acquirer who obtains title to a Lot through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall not be liable for the uncollected Assessments or interest, late charges or collection costs pertaining to such Lot, or due from the former Owner thereof, which became due prior to the acquisition of title by said Mortgagee or other acquirer. Any Mortgagee or other acquirer who obtains title to a Lot through foreclosure of a first Mortgage, or by voluntary conveyance or any other transfer in lieu of such foreclosure, shall be liable for any and all Assessments that come due while that Mortgagee or other acquirer holds title to that Lot.

Section 6.12 **Funding by Declarant.** Prior to date that Declarant is no longer a Class B Member, Declarant shall be not liable, in their sole discretion, from payment of any Assessments related to the Lots owned by Declarant from time to time, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Chapter 720.308(1)(b), Florida Statutes. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all assessments, income and other

sums and income received or receivable by the Association. The deficit, if any, to be paid by Declarant pursuant to this Section shall be determined by looking at the period of deficit funding as a whole, without regard to quarterly, annual or any other accounting or fiscal periods and without regard to intraperiod allocations. The Declarant may at any time commence to pay Assessments on the Lots that it owns as set forth below and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. Subsequent to the date Declarant is no longer a Class B Member, Declarant shall be responsible for the payment of Annual Assessment, and/or Special Assessment only upon Lots which it owns and upon which a Home has been constructed for which a certificate of occupancy has been issued; provided, however, Declarant shall continue not to be responsible for any reserves, Individual Assessments or Special Assessments for compliance, services, fines or improvements not consented to in writing by Declarant. Notwithstanding the foregoing, Declarant may loan to the Association such amounts as may be required by the Association to pay the operating expenses exceeding the Annual Assessments and/or Special Assessments actually received by the Association. Such loans are intended to assist the Association in managing cash and provide short-term borrowing to offset uncollected Assessments. The amount so loaned by the Declarant, together with interest at the rate then charged on delinquent assessments shall be repaid to the Declarant as funds are available to the Association, but in no event later than the date Declarant's Class B membership terminates. When all Lots within the Property are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions. Declarant's rights under this Section shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes. Declarant's rights under this entire Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.

Section 6.13 **District Assessments.** The District was established for the purposes of financing certain Common Area, community infrastructure, improvements and facilities, including but not limited to the Surface Water Drainage and Management System, water and wastewater utilities, public roadways, hardscaping, landscaping, irrigation systems, lighting, and conservation areas. In connection with the establishment of the District, assessments, taxes and fees may be assessed against the Lots or Common Area, in addition to those created by this Declaration and levied by the Association. Each Owner shall pay to the District, or its designated representative, any assessments, taxes and fees levied by the District. STATED DIFFERENTLY, THE DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON ANY PROPERTY WITHIN THE DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. In addition to any other rights that the Declarant may have pursuant to this Declaration, and notwithstanding anything to the contrary in this Declaration (or any amendment hereto), Declarant shall have the right to convey or grant easements or other rights in the Property (including but not limited to any Common Area) to the District and for the purposes of ingress, egress, installation, construction, acquisition, ownership, operation, maintenance, repair, and/or replacement of public improvements contemplated under Chapter 190, Florida Statutes, and the District shall retain all rights under Chapter 190, Florida

Statutes with respect to property and/or improvements owned by the District. Further, the Association has the right to enter into easements or agreements with the District with respect to the operation and maintenance of any portion of the Property, or improvements constructed thereon or thereunder, in which the District has an interest, and the costs of such operation and maintenance shall be Common Expense. Nothing in this Declaration shall be construed as a waiver of the District's limitations of liability set forth in Section 768.28, Florida Statutes or other law.

#### **ARTICLE 7 UTILITY PROVISIONS**

Section 7.1 **Water System.** The central water supply system provided for the service of the Property shall be used as sole source of potable water for all water spigots and outlets located within and/or on all structures, buildings and Improvements located within the Property. Each Owner shall pay water meter charges of the supplier thereof and shall maintain and repair all portions of the water lines which are located within, or which serve, the portions of the Property owned by that Owner. No individual potable water supply system or well for consumptive or irrigation purposes shall be permitted on any Lot without the prior written consent of the Association and the SWFWMD.

Section 7.2 **Sewage System.** The central sewage collection and disposal system provided for the service of the Property shall be used as the sole sewage collection and disposal system for all structures, buildings and Improvements located within the Property. Each Owner shall maintain and repair all portions of the sewer lines located within, or which serve, the portions of the Property owned by that Owner, and shall pay when due the periodic charges or rates for the furnishing of such sewage collection and disposal services made by the operator thereof. No sewage shall be discharged onto the open ground or into any wetland, lake, pond, park, ravine, drainage ditch or canal or roadway, and no septic tank or drain field shall be placed, installed, built, constructed, permitted and/or allowed within any portion of the Property.

Section 7.3 **Solid Waste Recycling.** Each Owner shall participate in any available solid waste recycling program instituted the County and/or the solid waste collection provider. Solid waste collection receptacle pads constructed within the Property, if any, shall be designed so as to include space for recycling bins compatible with the applicable recycling program collection equipment.

Section 7.4 **Utility Services.** It shall be the responsibility of each Owner to make direct arrangements with the suppliers of electricity, water, sewer, telephone, telecommunications, internet and any other utility services for service to the portions of the Property owned by that Owner.

#### **ARTICLE 8** **USE RESTRICTIONS AND RIGHTS AND EASEMENTS** **RESERVED BY DECLARANT**

Section 8.1 **Governmental Approvals.** Due to the integrated nature of the Property, no Owner, or any other Person or entity shall construct any Improvements upon and/or within the Property, nor take any action, which in the sole opinion of the Declarant, would result in a

modification of the terms and provisions of existing governmental approvals for the Property, as the same may be amended from time to time, without the prior written consent of the Declarant.

Section 8.2 **Compliance with Laws.** All Owners and other occupants and users of the Property shall at all times comply with the terms of all environmental, land use, marketing and consumer protection ordinances, statutes and regulations applicable to the Property or to any Improvements constructed thereon, as well as all governmental rules, regulations, statutes and ordinances applicable to each Owner in connection with operation of Improvements located within the Property. However, the Association and Declarant are not empowered, nor have been created, to act as entities which enforce or ensure compliance with the laws of the United States, State of Florida, the County or any other jurisdiction, or as entities that prevent tortious activities.

Section 8.3 **Platting and Additional Restrictions.** The Declarant shall be entitled at any time, and from time to time, to plat or replat all or any part of the Property, and to file any covenants and restrictions, or amendments to this Declaration, with respect to any portion or portions of the Property owned by the Declarant, without the consent or joinder of any other party.

Section 8.4 **Reservation of Right to Release Restrictions.** If a building or other Improvement has been or is proposed to be erected within the Property in such a manner as to constitute a violation of, variance from, or encroachment into, the covenants and restrictions set forth in, or easements granted or reserved by, this Declaration, the Declarant shall have the right to waive or release the violation, variance or encroachment without the consent or joinder of any Person so long as the Declarant, in the exercise of its sole discretion, determines in good faith that such waiver or release will not materially and/or adversely affect the health and safety of Owners, the value of adjacent portions of the Property, and the overall appearance of the Property.

Section 8.5 **Easements for Ingress, Egress, Utilities and Drainage.** The Declarant reserves for itself, its designated successors, assigns and designees, and the District, a right-of-way and perpetual, nonexclusive easement for ingress and egress and to erect, maintain and use utilities, electric, telephone and street lighting poles, wires, cables, conduits, storm sewers, sanitary sewers, water mains, gas, sewer, water lines, drainage ways and structures, or other public conveniences or utilities, on, in and over, (i) any portion of the Common Area; and (ii) any area designated as an easement, private or public street or right-of-way area on any plat of all or any portion of the Property.

Section 8.6 **Drainage Flow.** Drainage flow shall not be obstructed or diverted from drainage easements. The Declarant, or the Declarant or the Association, as applicable, may, but shall not be required to, cut drain ways for surface water wherever and whenever such action may appear to be necessary to maintain reasonable aesthetic standards relative to the Property and surrounding properties. These easements include the right to cut any trees, bushes or shrubbery, make any grading of the land, or to take any other reasonable action necessary to install utilities and to maintain reasonable aesthetic standards, but shall not include the right to disturb any permanent Improvements erected upon a Lot which are not located within the specific easement area designated on the plat or otherwise reserved in this Declaration. Notwithstanding any provision of this Section 8.6 to the contrary, neither the Declarant, the District nor the Association shall take any action which shall alter the Surface Water Drainage and Management System

beyond maintenance in its original condition without the prior written approval of the SWFWMD.

Section 8.7 **Future Easements.** Declarant reserves the right to impose further restrictions and to grant or dedicate additional easements and rights of way on any portions of the Property owned by Declarant. In addition, Declarant hereby expressly reserves the right to grant easements and rights-of-way over, under and through the Common Area so long as Declarant shall own any portion of the Property or the Class B membership exists. The easements granted by Declarant shall not materially or adversely affect any Improvements or unreasonably interfere with the enjoyment of the Common Area.

Section 8.8 **Additional Easements.** The Declarant reserves for itself, and its designated successors and assigns, a perpetual, exclusive easement for the installation, maintenance and operation of cables for the transmission of cable television, radio, internet, or other electronic communications and/or data of any form, for propane or natural gas pipes, mains and related equipment, or for any Improvements used in connection with providing cellular telephone service on, in, and over (i) any area designated as an easement, private street, or right of way on any plat of all or any portion of the Property, and (ii) any portion of the Common Area. All cables located within the Property shall be installed and maintained underground. For purposes of this Section 8.8, the term "cables" shall include without limitation, all wire, coaxial, fiber optic, or other cable types intended for the transmission of electronic communications and/or data of any type.

Section 8.9 **Rules and Regulations.** The Declarant, shall have the right to adopt and amend reasonable rules and regulations pertaining to the use, appearance, condition and/or occupancy of all portions of the Property, which shall be consistent with the provisions of this Declaration. Without limiting the foregoing, the Declarant shall have the right to adopt specific rules and regulations pertaining to the installation and maintenance of all landscaping and natural areas which shall promote and protect aesthetic and environmental values within and in the vicinity of the Property.

Section 8.10 **Dedications.** The Declarant shall have the right to dedicate, grant or convey any portion of the Property owned by it, or any interest or easement therein, or any of the Common Area or interests therein, to any governmental or quasi-governmental agency or authority, or any private or public utility company. This right of Declarant shall terminate upon the later of: (i) Declarant no longer having any interest in any portion of the Property; or (ii) the termination of Declarant's Class B membership. Any portion of the Property, or any interest or easement therein, which is dedicated, granted or conveyed pursuant to this Section shall not be subject to the covenants and restrictions contained within this Declaration, unless the instrument so dedicating, granting, or conveying such portion of the Property, interest or easement specifically provides that same is subject to the covenants and restrictions contained with this Declaration.

## **ARTICLE 9** **ARCHITECTURAL CONTROL**

Section 9.1 **Prior Approval Requirement.** Absolutely no site work, construction, excavation, staking, landscaping, repair, replacement, modification, utility installation or extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk, mailbox, lighting, decoration, equipment, or any other

physical or structural Improvement in the Property, any Lot, nor any exterior alteration, modification, repair, replacement and/or addition to any portion of the Property, any Lot, shall be permitted, commenced, modified, erected, built, placed, planted and/or maintained until the Reviewer (as set forth below) has received and approved in writing the Plans therefore. All construction, Improvements, alterations, modifications, repairs, replacements and/or additions shall also comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. It shall also be the responsibility of each Owner at the time of construction, placement, building and/or permitting of any improvement, alteration, modification, repair, replacement and/or addition on that Owner's Lot to comply with the approved construction plans for the Surface Water Drainage and Management System on file with the SWFWMD, the applicable portions of the SWFWMD Permit(s) and all other SWFWMD requirements. Until the Plans for any construction, Improvement, alteration, modification, repair, replacement and/or addition have been submitted to and approved by the Reviewer, the Owner shall not make application (directly or through any other agent, servant, contractor, subcontractor or family member) to any governmental agency for any building or other permit for the proposed construction, Improvement, alteration, modification, repair, replacement and/or addition. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Residential Dwelling Unit as that Owner desires, provided that no such finishing or alteration increases the premium on any insurance policy obtained by the Association and/or that no such finishing or alteration is visible from the exterior of that Owner's Residential Dwelling Unit.

Section 9.2 **Declarant Control.** Declarant shall have the authority to administer and enforce architectural controls and to review and act upon all applications for architectural or other improvements until the completion of the initial Residential Dwelling Unit on the last vacant Lot in the Property unless Declarant earlier terminates its rights in a recorded instrument. Declarant may designate one or more Persons to act on its behalf in reviewing any application.

Declarant may from time to time delegate or assign all or any portion of its rights under this Article to any other Person or committee, including the DRC. Any such delegation shall be in writing, shall specify the delegated responsibilities, and shall be subject to (i) Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction; and (ii) Declarant's right to veto any decision which it determines, in its discretion, to be inappropriate or inadvisable for any reason. So long as Declarant has any rights under this Article, the jurisdiction of other entities shall be limited to such matters as Declarant specifically delegates.

Section 9.3 **Design Review Committee.** Upon Declarant's delegation or upon expiration or termination of Declarant's rights under this Article, the Association, acting through the DRC, shall assume jurisdiction over architectural matters. When appointed, the DRC shall consist of at least three (3), but no more than five (5), Persons. Members of the DRC need not be Members of the Association or representatives of Members, and may, but need not, include architects, engineers, or similar professionals, who may be compensated in

such manner and amount, if any, as the Board may establish. The DRC members shall serve and may be removed and replaced in the Board's discretion.

Unless and until such time as Declarant delegates any of its reserved rights to the DRC or the Declarant's rights under this Article terminate, the Association shall have no jurisdiction over architectural matters.

Section 9.4 **Assignment to Neighborhood Association.** The Declarant or the Association, as applicable, may assign, all or some of the architectural approval rights herein reserved, as and when determined by Declarant or Association, as applicable, to a Neighborhood Association for the purpose of receiving, reviewing and approving or disapproving applications for construction, alterations or additions contemplated in this Article 9 within the applicable Neighborhood. The Neighborhood Association shall not have the authority to approve matters contrary to the provisions of this Declaration, the Design Guidelines or to approve matters disapproved by the Declarant or Association.

Section 9.5 **Reviewer.** For purposes of this Article, "Reviewer" is the Person having jurisdiction under this Article in a particular case.

Section 9.6 **Submissions.** Unless waived in advance by Declarant or the DRC, if applicable, all Plans shall be prepared by an architect or engineer employed by and at the expense of the submitting Owner. Two (2) complete sets of all Plans shall be submitted for review to the Reviewer.

Section 9.7 **Approval or Disapproval.** Except as otherwise expressly provided in the Governing Documents, all construction, Improvements, alterations, modifications, repairs, replacements and/or additions must conform to the Governing Documents, and no Plans shall be approved by Reviewer if they are not in conformity with the Governing Documents. If for any reason, including purely aesthetic reasons, the Reviewer determines that any proposed construction, Improvement, alteration, modification, repair, replacement and/or addition is not consistent with the Governing Documents, the development plan for the Property or the best interests of Rye Ranch, then such construction, Improvement, alteration, modification, repair, replacement and/or addition shall not be made. The Reviewer's approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants, terms, provisions and restrictions contained in the Governing Documents, but also by virtue of Reviewer's dissatisfaction with the location of the construction, Improvement, alteration, modification, repair, replacement and/or addition on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed construction Improvement, alteration, modification, repair, replacement and/or addition, the materials to be used therein, the materials, design, size, height and/or location of vegetation and/or any landscaping on the Lot, or because of the Reviewer's reasonable dissatisfaction with any other matter or thing which, in the judgment of the Reviewer, will render the proposed construction, improvement, alteration, modification, repair, replacement and/or addition aesthetically displeasing or inharmonious with the Governing Documents, the development plan for the Property, the

architectural scheme of the Property, the architectural pattern of Property and/or the best interests of Property.

Submittals and resubmittals of Plans shall be approved or disapproved within forty-five (45) days after receipt of all required Plans by Reviewer. The forty-five (45) day time period does not begin to run until all Plans and any other documents requested or required have been received by Reviewer. The Reviewer's approval or disapproval shall be in writing and shall be accompanied by one (1) copy of the Plans approved or disapproved. The Reviewer's failure to respond in writing to any submission or re-submission of any Plans within the forty-five (45) day period shall automatically be deemed to be a disapproval of the Plans as submitted or resubmitted; however, once Owners other than the Declarant elect a majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed approved. However, no approval whether expressly granted or deemed granted, shall be inconsistent with the Design Guidelines or other Governing Documents unless a written variance is granted.

Whenever the Reviewer disapproves any Plans, the Reviewer may, but is not obligated to, specify the reasons for that disapproval. Any approval by the Reviewer may be conditional in nature or may impose additional requirements to be met by the Owner. If the conditions or additional requirements are not met by an Owner, the Reviewer's approval will automatically be withdrawn, considered null and void and that Owner must resubmit Plans and obtain prior approval from the Reviewer for any proposed construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition. The Reviewer may grant approval, partial approval, disapproval, or partial disapproval to any proposed construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition.

Any approval or disapproval given in writing by the Reviewer shall be final. An Owner cannot appeal any decision. Each Owner, by accepting any interest in any portion of the Property, acknowledges, understands and agrees that determinations and/or decisions of the Reviewer are purely subjective, and opinions may vary as to the desirability and/or attractiveness of particular construction, Improvements, alterations, modifications, landscaping, repairs, replacements and/or additions.

Section 9.8 **Commencement**. If any construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition that has been approved by the Reviewer does not commence within six (6) months from the date of the Reviewer approval, or earlier if included as a condition of such approval, such approval shall automatically expire and it shall be necessary for the Owner to reapply for approval before the construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition can begin. Any and all construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition must be completed in the time set forth in this Declaration. The provisions of this Section 9.8 shall not apply to Builders.

Section 9.9 **Violations**. All work must be performed strictly in accordance with the approved Plans. If after Plans have been approved, the approved construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition is altered, erected,

constructed, built, placed, installed, planted, modified and/or maintained upon the Lot other than as approved by the Reviewer, then the construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition shall be deemed to have been undertaken without Reviewer approval. After two (2) years from completion of any construction, Improvement, alteration, modification, landscaping, repair, replacement and/or addition, it shall, in favor of purchasers and encumbrances in good faith and for value, be deemed to comply with the Governing Documents unless a notice of such noncompliance has been issued by either the Declarant or the DRC, or legal and/or administrative proceedings shall have been instituted to enjoin the noncompliance and/or to enforce compliance with the Governing Documents.

Section 9.10 **Variances**. The Reviewer may grant variances from compliance with the architectural provisions of the Governing Documents or the Design Guidelines, including but not limited to restrictions upon height, size or placement of structures, buildings, landscaping and/or Improvements, or similar restrictions, when circumstances such as topography, natural obstructions, non-self-imposed hardship, aesthetic or environmental considerations may reasonably require or permit. The granting of any variance shall not operate to waive any of the terms and provisions of the Governing Documents for any purpose except as to the particular Lot and the particular provision covered by the specific variance being granted, nor shall it affect the Owner's obligation to comply with all governmental requirements, including the SWFWMD Permit(s) and other requirements of the SWFWMD. Such variances may only be granted when mitigating or unique circumstances exist on a particular Lot, no variance shall be effective unless in writing, and no variance shall be deemed to preclude or estop the Reviewer from denying a variance in similar circumstances in the future. A variance requires Declarant's written consent until such time as Declarant's rights under this Article expire or terminate.

Section 9.11 **Waiver of Liability**. None of Declarant, the Reviewer, the DRC, the members of the Board or the Association, or any Director, officer, agent, servant, attorney or employee thereof, shall be liable to anyone submitting Plans for approval or to any Owner, or any Owner's family members, tenants, invitees, licensees, employees, visitors, contractors, subcontractors, occupants and/or guests by reason of and/or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, revised and/or approved in accordance with the requirements of the Reviewer, or for any structural and/or other defect in any work done according to such Plans. Approval of Plans, or any other approvals, variances or consents, are given solely to protect the values and aesthetics of the Property in the judgment of the Reviewer and shall not be deemed a warranty, representation, guarantee or covenant that any action taken in reliance thereon complies with applicable laws, codes, ordinances, rules or regulations, nor shall Reviewer approval be deemed approval of any Plan or design from the standpoint of safety or conformity with building, zoning or other codes. Every Owner who submits Plans for approval agrees, by submission of such Plans, and every family member, tenant, invitee, visitor, Person, contractor, subcontractor, employee, licensee, occupant and/or guest of any Owner agrees, by acquiring title thereto or an interest therein, or by entering the Property, that he, she or it will not bring any action, proceeding, claim and/or suit to recover any such damages and shall be deemed to have automatically, knowingly and voluntarily agreed to hold harmless and indemnify the Declarant, the Reviewer, the Association, the DRC, the Board, and the Association's officers and Directors from and for any loss, claim, property damage, personal injury, death and/or any other damages connected with any aspects of the construction, Improvements, alterations, modifications, landscaping, repairs, replacements and/or additions to any Lot and/or Residential

Dwelling Unit.

Section 9.12 **Enforcement.** Declarant, until its rights pursuant this Article expire or terminate, and/or the Association, shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction and/or any applicable administrative agency the decisions of the Reviewer. In addition to any other remedy to which Declarant or the Association may be entitled, Declarant and the Association shall also be entitled to recover their Enforcement Cost from the violating Owner. Should any Owner fail to comply with the requirements of Article 9 of this Declaration within thirty (30) days after receipt of written demand for compliance, Declarant and the Association both shall have the right, but not the obligation, to enter upon that Owner's Lot, make such corrections, repairs, replacements, alterations and/or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents, and charge the reasonable cost thereof to that Owner as an Individual Assessment. Neither the Declarant, the Association, nor any of their respective Directors, officers, employees, servants, invitees, contractors, attorneys and/or agents, shall have any liability to the Owner or to any of that Owner's family members, tenants, invitees, contractors, subcontractors, employees, visitors, licensees, occupants and/or guests for any trespass, damages, injury to property or person(s) for any action taken hereunder unless caused by gross negligence or intentional wrongdoing. Any such entry upon that Owner's Lot shall not be considered a trespass and any corrections, repairs, replacements, alterations, modifications and/or removals from that Lot shall not be considered criminal activity of any kind, including, but not limited to, theft, criminal mischief, and burglary, and shall not be considered the basis of any civil claim, including, but not limited to, conversion and any tort claim.

Section 9.13 **Exemption.** Declarant shall be exempt from the architectural control provisions of Article 9 of this Declaration until the initial Residential Dwelling Unit on the last vacant Lot in the Property is completed. Declarant shall be entitled to construct, build, erect, place and/or install any new Improvement, any landscaping and/or structure of any kind, and to change, modify, replace and/or add to any existing Improvement, building, landscaping and/or structure, without submitting Plans to and/or obtaining the approval pursuant to this Article 9.

Section 9.14 **No Waiver of Future Approval Rights.** The approval of any Plans by the Reviewer or the approval of or consent to any other matter requiring the review, approval or consent of the Declarant or DRC, shall not be deemed to constitute a waiver of the right to withhold approval and/or consent as to any similar Plans or matters subsequently and/or additionally submitted to the Declarant or DRC for its review, approval and/or consent.

Section 9.15 **Design Guidelines.** Declarant may prepare the initial Design Guidelines, which may contain general provisions applicable to all of the Property as well as specific provisions that may vary according to location within the Property or product type. The Design Guidelines are intended to provide guidance to Owners regarding matters of particular concern to the Reviewer. The Design Guidelines are not the exclusive basis for the Reviewer's decisions, and compliance with the Design Guidelines does not guarantee an application's approval.

Until the expiration or termination of Declarant's rights under this Article, Declarant shall have the sole and full authority to amend the Design Guidelines from time to time. Declarant's right to amend shall continue even if its reviewing authority is delegated to the DRC,

unless Declarant also delegates the power to amend to the DRC. Upon termination or expiration of Declarant's right to amend, the Board may amend the Design Guidelines, subject to Declarant's veto right under Section 9.2 (if applicable).

Amendments to the Design Guidelines shall be prospective only. They shall not require modifications to or removal of structures, improvements, and other things previously approved once the approved construction or modification has begun. However, any new work or improvements on such structures must comply with the Design Guidelines as amended. There shall be no limit to the scope of amendments to the Design Guidelines, and such amendments may remove requirements previously imposed or otherwise make the Design guidelines less restrictive.

Each Owner by acceptance of a deed with the Property agrees, acknowledges and understands that any Plans may be rejected and/or disapproved by the Board, even if those Plans are consistent with the Design Guidelines.

The Design Guidelines may include procedures for submission and review of applications in addition to those set forth herein (or the procedures may be a separate document).

**ARTICLE 10**  
**NOTICE OF PERMIT REQUIREMENTS**

Section 10.1 **Jurisdictional Areas and Permits.** THE PROPERTY HAS BEEN OR WILL BE DEVELOPED IN ACCORDANCE WITH REQUIREMENTS OF THE SWFWMD PERMIT(S), AS SUCH PERMITS MAY BE AMENDED FROM TIME TO TIME. THE PERMITS ARE OR WILL BE OWNED BY THE DISTRICT AND/OR THE ASSOCIATION AND THE DISTRICT AND/OR THE ASSOCIATION HAVE THE OBLIGATION TO ASSURE THAT ALL TERMS AND CONDITIONS THEREOF ARE ENFORCED. THE DISTRICT AND/OR THE ASSOCIATION SHALL HAVE THE RIGHT TO BRING AN ACTION, AT LAW OR IN EQUITY, AGAINST ANY OWNER VIOLATING ANY PROVISION OF THE PERMITS. FURTHER, ANY OWNER OWNING A LOT WHICH CONTAINS OR IS ADJACENT TO JURISDICTIONAL WETLANDS OR CONSERVATION AREAS AS ESTABLISHED BY THE SWFWMD OR BY ANY APPLICABLE CONSERVATION EASEMENT SHALL BY ACCEPTANCE OF TITLE TO THE LOT, BE DEEMED TO HAVE ASSUMED THE OBLIGATION TO COMPLY WITH THE REQUIREMENTS OF THE PERMITS AS THE SAME RELATE TO SUCH OWNER'S LOT AND SHALL AGREE TO MAINTAIN SUCH JURISDICTIONAL WETLANDS AND CONSERVATION AREAS IN THE CONDITION REQUIRED UNDER THE PERMITS. IN THE EVENT THAT AN OWNER VIOLATES THE TERMS AND CONDITIONS OF THE PERMITS AND FOR ANY REASON THE DECLARANT, THE DISTRICT OR THE ASSOCIATION IS CITED THEREFORE, THE OWNER AGREES TO INDEMNIFY AND HOLD THE DECLARANT, THE DISTRICT AND THE ASSOCIATION HARMLESS FROM ALL COSTS ARISING IN CONNECTION THEREWITH, INCLUDING WITHOUT LIMITATION ALL COST AND ATTORNEYS' FEES, AS WELL AS ALL COSTS OF CURING SUCH VIOLATION. NO PERSON SHALL ALTER THE DRAINAGE FLOW OF THE SURFACE WATER DRAINAGE AND MANAGEMENT SYSTEM OR ANY PORTION OF THE JURISDICTIONAL WETLANDS OR CONSERVATION AREAS, INCLUDING

WITHOUT LIMITATION, ANY BUFFER AREAS, SWALES, TREATMENT BERMS OR SWALES, WITHOUT THE PRIOR WRITTEN APPROVAL OF THE SWFWMD OR ARMY CORPS OF ENGINEERS, AS APPLICABLE.

Section 10.2 **Owner Acknowledgment.** All Owners acknowledge that the Property is located within the boundaries of the SWFWMD. Due to groundwater elevations underneath the Property, priorities established by governmental authorities and other causes outside of the reasonable control of Declarant, the District and the Association, water levels may fluctuate at certain times during the year and such fluctuations may be material. Neither Declarant nor the Association shall have any liability for aesthetic conditions, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels. Each Owner, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance is deemed to acknowledge and accept that any fluctuation in the availability of water to irrigate Lots is outside of the Declarant's control and will hold the Declarant harmless with respect thereto.

Section 10.3 Reserved.

Section 10.4 **Maintenance by the District or the Association.** The Surface Water Drainage and Management System shall be owned and maintained by the District, and if not the District, then the Association, in compliance with all approvals, codes and regulations of governmental authorities and the SWFWMD. Maintenance of the Surface Water Drainage and Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SWFWMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, lake liners, littoral planting and lake maintenance easements which, pursuant to the terms of this Declaration, plat or agreement, are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted by the SWFWMD. The Association or District, as applicable, shall exist in perpetuity. Notwithstanding anything herein to the contrary, if the Association or District, as applicable, shall dissolve or cease to exist, for whatever reason, all of the Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Drainage and Management System in accordance with the environmental resource permit issued for the Surface Water Drainage and Management System, unless and until an alternate entity assumes the responsibilities for the operation and maintenance of the Surface Water Drainage and Management System. In the event the Association or District, as applicable, or any successor organization, shall fail to adequately maintain the Stormwater Management System in accordance with the standards of Manatee County, Manatee County shall have the right, but not the obligation, to enter the Subdivision for the purpose of maintaining the Stormwater Management System. All expenses incurred by Manatee County in maintaining the Stormwater Management System shall be assessed prorate against the Lots and shall be payable by the Owners within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Lot Owner's Lot which may be foreclosed by Manatee County. The rights of Manatee County contained in this restriction shall be in addition to any other rights Manatee County may have in regulating the operation and development of the Subdivision.

Section 10.5 **Prohibited Actions.** Neither the Association, the District nor any Owner shall take any action which modifies the Surface Water Drainage and Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite governmental or quasi-governmental authorities, Declarant so long as Declarant owns any portion of the Property or the Class B membership exists, and the party who has the obligation to maintain the Surface Water Drainage and Management System. In addition to the foregoing, neither the Association, the District nor any Lot Owner may construct or maintain any home or other structure or Improvement, or undertake or perform any activity in the wetlands, wetland mitigation areas, wetland conservation areas, buffer areas, upland conservation areas and drainage easements described in the SWFWMD Permit(s) and on the Plat, unless prior approval is received from SWFWMD. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by SWFWMD. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to SWFWMD's Engineering Manager. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s) described in the approval permit and recorded plat of the subdivision, unless prior approval is received from SWFWMD. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with SWFWMD.

Section 10.6 **Easements.** The Property shall be burdened with easements for drainage and flow of surface water in a manner consistent with the approved and constructed Surface Water Drainage and Management System. The Declarant, the Association or the District, as applicable, and SWFWMD shall have a non-exclusive easement for use of Surface Water Drainage and Management System, and an easement for ingress, egress and access to enter upon any portion of the Property in order to construct, maintain or repair, as necessary, any portion of the Surface Water Drainage and Management System provided such easement rights shall be exercised in a manner which does not unreasonably disturb use or condition of the Property.

Section 10.7 **Conveyance by Declarant.** Declarant may convey its ownership interest in the lakes within the Property to the Association and/or the District, together with easements for maintenance and other drainage improvements, such as by way of example and without limitation, weirs and underground pipes.

Section 10.8 **Amendments Impacting the Surface Water Drainage and Management System.** Any amendment of this Declaration which would affect the Surface Water Drainage and Management System or the responsibility of the Association or District, as applicable, to maintain or cause to be maintained the Surface Water Drainage and Management System must be approved by SWFWMD. If SWFWMD determines that an amendment to the SWFWMD Permit(s) is required in order for an amendment to this Declaration to be effective, the SWFWMD Permit(s) shall be amended first.

Section 10.9 **Enforcement.** Declarant, SWFWMD, the Association or the District, as applicable, and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water Drainage and Management System and maintenance of all easements and rights-of-way. Further, SWFWMD has the right to take enforcement action, including actions at law or in equity, which may include claims for penalties, against the Association in order to compel the Association to correct any outstanding problems with the Surface Water Drainage and Management System or in mitigation or conservation areas under the responsibility or control of the Association.

Section 10.10 **Wetland Conservation and Wetland Mitigation Areas.** Certain portions of the Property may contain or are adjacent to wetland preservation, conservation or mitigation areas and upland buffers that are or may be designated as conservation areas on the plats for the Property or pursuant to separate written instruments ("Conservation Areas"), and any such Conservation Areas will be protected by and be subject to conservation easements in favor of the County, SWFWMD and/or the U.S. Army Corps of Engineers, as and to the extent applicable ("Conservation Easements"). If so applicable, the terms of the Conservation Easements shall provide that the Conservation Areas shall be maintained and managed in perpetuity by the District, the Association or any Neighborhood Association, as applicable, its successors and assigns, and the District, the Association or any Neighborhood Association, as applicable, shall enforce the terms and conditions of the Conservation Easements. In accordance with the terms of the Conservation Easements, the District, the Association or the Neighborhood Association, as applicable, shall be responsible for the installation and perpetual maintenance of permanent physical signs/markers designating the Conservation Areas as required by the SWFWMD.

The Property may consist of wetland conservation and/or mitigations areas which will contain special wetlands vegetation, and such areas shall be maintained and managed in perpetuity by the District, the Association or any Neighborhood Association, as applicable, and its successors and assigns. No wetland or upland buffer areas may be altered from their natural or permitted condition, with the exception of exotic or nuisance vegetation removal, or restoration in accordance with the restoration plan included in the Conservation Easements. Exotic vegetation may include, but shall not be limited to, Melaleuca, Brazilian pepper, Australian pine and Japanese climbing fern, or any other species currently listed by the Florida Exotic Pest Control Council. Nuisance vegetation may include, but shall not be limited to, cattails, primrose willow and grape vine.

If Declarant enters into any agreement for the maintenance of any conservation and/or wetlands areas relating to the Property, Declarant shall have the right to assign its duties and obligations with respect to such wetland's areas to the District, the Association or any Neighborhood Association, as applicable, and the District, the Association or any Neighborhood Association, as applicable, will be obligated to accept such assignment. To the extent permitted by law, the District, the Association or any Neighborhood Association, as applicable, shall indemnify, defend and hold Declarant harmless from and against any liability that Declarant may have as a result of the District's, the Association's or any Neighborhood Association's failure to properly

maintain any wetlands areas, as herein provided.

If and to the extent there are any conservation areas within the Property, the following activities shall be prohibited upon the lands of such conservation areas: (a) construction or placing of buildings, signs, billboards or other advertising, utilities or other structures on or above the ground; (b) dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste or unsightly or offensive materials; (c) removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic vegetation in accordance with a SWFWMD-approved maintenance plan; (d) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface; (e) surface use, except for purposes that permit the land or water area to remain in its natural condition; (f) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including, but not limited to, ditching, diking and fencing; (g) construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or other authorization; (h) application of herbicides, pesticides or fertilizers; (i) acts or uses detrimental to such aforementioned retention of land or water areas; and (j) acts or uses which are detrimental to the preservation of any features or aspects of the Property having historical or archaeological significance.

Section 10.11 **Maintenance of SWFWMD Permit(s)**. Copies of the SWFWMD Permit(s) and any future SWFWMD permit actions shall be maintained by the District or the Association's registered agent, as applicable, for their benefit.

Section 10.12 **Construction Compliance with SWFWMD Permit(s)**. At the time of construction of a building, residence, or structure, each Owner shall comply with the construction plans for the Surface Water Drainage and Management System approved and on file with the SWFWMD.

## **ARTICLE 11** **EXTERIOR MAINTENANCE**

Section 11 **Owner's Responsibility**. Each Owner shall keep and maintain that Owner's Lot and all buildings, structures, Residential Dwelling Units, Improvements and landscaping located on that Owner's Lot in good repair and in a neat and attractive condition at all times, unless such maintenance responsibility and/or obligation is otherwise assumed by or assigned to the Association and/or the District pursuant to any Supplemental Declaration and/or any other restrictive covenants applicable to such portions of the Property. The minimum, but not exclusive, standard for maintenance of improvements shall be consistent with the approved Plans therefore and with the general appearance of the other occupied Improvements or Residential Dwelling Units in the Property as a whole when initially constructed and improved. The maintenance obligation of each Owner as to buildings, structures, Residential Dwelling Units, and any other Improvements shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, gutters, screens, windows and doors. Owners shall clean, repaint and/or restain, as appropriate, the exterior portions and/or surfaces of any building, structure, Residential Dwelling Unit and Improvement (with the same colors as initially approved or with other colors that have first been submitted to and approved by the Declarant or the DRC, as applicable), including exterior surfaces of garage doors, as often as is

necessary to comply with the foregoing standards. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and any other landscape material located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum, but not exclusive, standard for maintenance of landscaping shall be consistency with the approved Plans therefore and with the general appearance of the other Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained). Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, edging, keeping the Lot free of trash and debris of any type, spraying for insects and disease, and the periodic and timely replacement of any dead, damaged and/or diseased plantings and/or sod. To the extent not included in the areas required to be maintained by the Association pursuant to this Declaration, each Owner shall, at that Owner's expense, mow and keep free of trash and debris, on a routine basis, those portions of the Surface Water Drainage and Management System located on that Owner's Lot (whether or not included in a platted drainage easement). When required, all major repairs to, and major maintenance and reconstruction of, all components of the Surface Water Drainage and Management System in the Property may be performed by the District, and if not by the District, then by the Association at Common Expense.

Each Owner's exterior maintenance responsibility as set forth in this Section 11.1 is mandatory and shall be complied with in its entirety even if an Owner does not reside on, use and/or occupy that Owner's Lot. An Owner may not waive or otherwise avoid this exterior maintenance responsibility by abandonment of that Owner's Lot.

To the extent an Owner is in violation of the terms and provisions of this Declaration, the Association shall have the right, but not the obligation to provide maintenance, repair, operation, cleaning and/or replacement on any Lot, and any Improvement, structure, landscaping, Residential Dwelling Unit and/or building located thereon. Any maintenance, repair, operation, cleaning, irrigation and/or replacement performed and/or assumed by the Association shall be a Common Expense.

Section 11.2 **Owner Fails to Meet Responsibilities.** The Association shall have the right, but not the obligation, to provide for the repair, replacement, cleaning and/or maintenance on any Lot, and any Improvement, structure, Residential Dwelling Unit, landscaping or building thereon, in the event of default by any Owner in the duties imposed by Section 11.1 of this Declaration. Prior to the Association performing repair, replacement, cleaning and/or maintenance on any Lot that is the responsibility of the Owner, the Board shall determine that repair, replacement, cleaning and/or maintenance is needed, that such repair, replacement, cleaning and/or maintenance is the responsibility of the Owner, and that the failure of the Owner to perform such repair, replacement, cleaning and/or maintenance, in the sole opinion of the Board, detracts from the overall appearance or quality of the Property. Except in emergency situations, prior to commencement by the Association of any repair, replacement, cleaning and/or maintenance on any Lot that is the responsibility of the Owner, the Board must furnish written notice to the Owner to the effect that, unless specified repairs, replacement, cleaning and/or maintenance are commenced within ten (10) days from the date of the notice, and thereafter diligently pursued to completion, the Association may perform, or have performed, said repairs, replacement, cleaning and/or maintenance. Upon the Owner's failure and/or refusal to properly and timely commence and pursue diligently the required repairs, replacement, cleaning and/or maintenance, the

Association and its agents, employees, servants and/or contractors shall have the right to enter in and/or upon the Lot to perform the repairs, replacement, cleaning and/or maintenance specified in the notice to that Owner. For example and not as a limitation, the Association shall have the right to clean, remove debris, remove trash, paint, resurface, repair, replace and provide maintenance to any and all exterior surfaces, roofs, chimneys, gutters, downspouts, pools, pool enclosures, fences, walls, driveways, walks, sidewalks, parking areas, landscaping (including but not limited to mowing, edging, trimming, watering, fertilizing and caring for trees, shrubs, grass, repairing sprinkler systems and providing shoreline maintenance), swales, berms and other drainage improvements. Neither the Declarant, the District nor the Association, nor any of their respective Directors, officers, employees, contractors, servants, invitees, attorneys and/or agents, shall have any liability to the Owner or to any family member, tenant, occupant, invitee, employee, visitor, licensee, occupant, agent and/or guest of that Owner for any trespass, damages and/or injury to property or person(s) for any action taken hereunder unless caused by gross negligence or intentional wrongdoing. Any such entry upon that Owner's Lot shall not be considered a trespass and any corrections, repairs, replacements, cleaning, alterations, modifications and/or removals from that Lot shall not be considered criminal activity of any kind, including, but not limited to, theft, criminal mischief, and burglary, and shall not be considered the basis for any civil action, including, but not limited to, conversion and any tort claim.

Section 11.3 **Assessment of Cost.** The cost of any work performed by or at the request of the Association pursuant to Section 11.2 of this Declaration shall be assessed as an Individual Assessment against the Owner of the Lot upon which such work is done, if the Owner has defaulted in regard to responsibility and/or obligation for that work. This Individual Assessment shall be assessed against the Owner even if the Owner is not then occupying, using and/or residing upon that Lot. The Owner of the Lot upon which such work is done pursuant to Section 11.2 of this Declaration knowingly and voluntarily agrees to indemnify and hold the Association, its Directors, officers, shareholders, Members, employees and agents harmless for any claim, suit, damages, and/or action of any kind for personal injury, property damage, and/or death that occurs to the Association's contractors, employees, attorneys, vendors and/or servants while performing such work on that Owner's Lot.

Section 11.4 **Access.** In order to perform the repairs, replacement, cleaning and/or maintenance authorized by Sections 11.1 and/or 11.2 of this Declaration, the Association and/or the Association's agents, employees, vendors, servants and/or contractors may enter upon any Lot during reasonable hours on any day except Sundays and legal holidays on which financial institutions are closed, except that in an emergency situation, as determined by the Board in its sole and absolute discretion, entry may be made at any time. An Owner of the Lot may grant permission for entry on any day, including Sundays and legal holidays on which financial institutions are closed.

## **ARTICLE 12** **USE RESTRICTIONS**

Section 12.1 **General Use and Design Restrictions.** All Lots within the Property shall be subject to the following general use and design restrictions:

- (a) **Land Use and Development Approvals.** All Lots shall be used only for

such purposes as are permitted by applicable governmental approvals, subject to such further restrictions as may be set forth in this Declaration or any agreement with Declarant. Each Owner shall fully comply with the governmental approvals which pertain to such Owner's Lot. No land use designation shall be changed without the consent of Declarant so long as Declarant owns any portion of the Property or the Class B membership exists, or pursuant to any agreement with Declarant.

(b) **Nuisances.** Except in connection with normal and customary construction activity by Declarant, its successor or assigns, or Builders, no portion of the Property shall be used, in whole or in part, for the storage of any property or thing that will cause such portion of the Property to appear to be in an unclean, unsightly, unhealthy or unkempt condition or that will be obnoxious to the eye. Additionally, no substance, thing, or material shall be kept upon, nor shall any use or practice be allowed upon any portion of the Property that will emit foul or obnoxious odors or except in connection with normal and customary construction activities that will cause any noise, vibration, fumes, dust, smoke or pollution outside the Lot, or unreasonable risk of fire or explosion, or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Property. No noxious or offensive activity shall be carried on or conducted upon any portion of the Property.

Any activity which violates local, state or federal laws, ordinances, rules or regulations is strictly prohibited on and/or within the Property; however, the Board shall have no obligation to take enforcement action in the event of any such violation. The Association, the Board and Declarant are not empowered, nor have they been created, to act as an entity which enforces or ensures compliance with the laws of the United States, the State of Florida, the County or any other jurisdiction. The Association, the Board and Declarant are not empowered, nor have they been created, to act as an entity to prevent tortious activities.

(c) **Adult Entertainment.** The following uses and/or businesses are strictly prohibited on any Lot and/or any portion of the Property: Adult businesses of any type, including but not limited to, adult newsstands, adult magazine stands, adult novelty stores, strip clubs, escort services, adult websites, adult internet services, adult video stores and any business that sells, carries, stores, transports, transmits and/or distributes pornographic material of any nature type and/or form.

(d) **Temporary Structures.** No structure of a temporary character, or trailer, mobile home or recreational vehicle, shall be permitted on any Lots within the Property at any time or used at any time as a residence, either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted to be placed on or about the outside of any Building or on or about any ancillary building. The foregoing restrictions on gas tanks, gas containers and gas cylinders, shall not apply to medical gases safely used within buildings according to applicable laws, codes and regulations, service stations or similar facilities or any other lawful commercial uses, however, any such uses shall be subject to prior written approval of Declarant and the Association. Further, this paragraph shall not apply to temporary construction or marketing trailers maintained on a Lot during construction of a building so long as such trailers satisfy all applicable governmental laws, codes, ordinances, and regulations.

(e) **Signs.** Except as provided in Section 12.6(r) no signs, flags, banners,

advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed upon any portion of the Property without the prior written approval of the Declarant or the DRC, as applicable. Except as provided in Section 12.6(r) no signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed in the interior of any Improvement so that it is visible from the exterior of that Improvement (as an illustration, but not a limitation, placing a sign in the window of the Improvement so that it is visible from the sidewalks, streets or adjacent Parcels within the Property). Declarant and/or the Association may enter upon any Lot and remove and destroy any object which violates this Section 12.1(e). This Section 12.1(e) Use Restriction shall not apply to Declarant, its designated successor or assigns.

(f) **Exterior Antennas.** No unscreened exterior antennas, satellite dishes or similar equipment shall be permitted on any Lot, Residential Dwelling Unit and/or any Improvement thereon.

(g) **Irrigation.** Irrigation from lakes and other water bodies within the Property or by wells shall not be permitted. No irrigation device shall be visible above or from the surface of the applicable water body. Any Person using irrigation shall be financially and otherwise responsible (and may be specially assessed) for any negative impact on water quality, water level or vegetation control caused by such irrigation use, and for repair or replacement of any discolored surfaces with which water comes into contact. If required by the Declarant, the Association or the DRC, the applicable irrigation equipment shall contain iron stain reduction, discoloration reduction, or other filtration devices or components. All irrigation shall comply with any irrigation plan for the Property or any appropriate portion thereof, any approvals granted for the development of the Property and all requirements of SWFWMD.

(h) **Utility Connections.** Permanent building connections for all utilities installed after the date hereof, including, but not limited to, water, electricity, telephone, cable television, satellite television, internet and television, shall be run underground from the proper connecting points to the building structure in such a manner to be acceptable to the applicable utility authority.

(i) **Garbage Collection, Storage and Meter Areas.** All garbage collection and storage areas of any kind upon any Lot, and all meters and similar areas located upon any Lot, shall be completely screened from view from the exterior of the Lot.

(j) **Hazardous Materials.** No Owner shall use, generate, store, or dispose of hazardous materials on the Property or discharge or release any hazardous material on, above, or under the Property except in compliance with any program which may be developed by the Declarant or the Association for identification, storage and disposal of hazardous materials (the "Hazardous Materials Management Plan"), and all applicable laws, regulations, ordinances and permits. "Hazardous Materials" means materials, substances, gases, or vapors identified as hazardous, toxic or radioactive by any applicable federal, state or local laws, regulations or ordinances.

Each Owner shall:

(i) disclose to the Board of Directors or its designee all Hazardous

Materials proposed to be stored, used or generated upon or within a Lot (other than janitorial supplies and similar domestic use Hazardous Materials used in the ordinary course of maintenance of Improvements);

(ii) permit inspection by the Board of Directors or its designee of those portions of a Lot where Hazardous Materials are stored, used or generated;

(iii) provide all equipment and facilities in the Lot necessary to participate in any mandatory point of origin collection service for Hazardous Materials;

(iv) comply with all applicable Laws and regulations, and rules adopted by the Board of Directors regarding maintenance, operation and monitoring of the Hazardous Materials Management Plan, including procedures followed in case of accidental spills; and

(v) guarantee financial responsibility for spill cleanup. In connection with such financial responsibility, each Owner hereby agrees to hold the Declarant, the Association, its officers, directors, agents, attorneys and employees harmless from any financial responsibility, costs, or expenses related to, arising from and/or connected with any spill or spill cleanup of Hazardous Materials which occurs on the Owner's Lot or elsewhere within the Property or the Common Areas through the acts or omissions of the Owner, its employees, contractors, subcontractors, visitors, guests, licensees, invitees and/or agents.

(k) **Completion of Work.** Upon commencement of any construction, Improvements, repairs, replacements, modifications, structures, buildings, landscaping, alterations and/or additions on any Lot (collectively for purposes of this Section 12.1 (k), the "work"), the Owner of that Lot shall diligently prosecute the work to the end so that all work shall be completed as expeditiously as is reasonable, but in no event shall last longer than six (6) consecutive months, unless a shorter time period is a condition of any approval, without the prior approval of the Declarant or the DRC or as otherwise set forth below. If an unforeseen event occurs that would prevent such work from being completed in that six (6) month time period, the Owner of that Parcel shall apply to the Declarant or the DRC for an extension of time to complete the work. The Owner of that Parcel shall provide the Declarant or the DRC a good faith estimate of the time required to complete the work, but the length of any extension shall be in the sole discretion of the Declarant or the DRC. There shall be no more than two (2) extensions for each approved work project. If the work remains incomplete after the second extension, the Association shall have all available rights and remedies under Florida law or the Governing Documents. The Owner of the Lot on which Improvements, repairs, replacements, modifications, structures, buildings, landscaping, alterations and/or additions are being made shall keep the streets, sidewalks, drainage structures and all areas adjacent to that Lot free from damage, dirt, mud, garbage, trash, refuse, building materials and/or other debris occasioned by construction. The Declarant, its designated successors or assigns, and any Builders shall be exempt from this Section 12.1(k).

(l) **Excavation.** No clearing and/or excavation shall be made except incident to construction, maintenance and/or repair of any Improvement, structure, building, replacement, modification, alteration and/or addition; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with mature sod in accordance with the approved landscape plan. Notwithstanding the foregoing, no Lot shall be

increased in size by filling in any drainage areas or other portions of the Surface Water Drainage and Management System. No Owner shall fill, dike, rip-rap, block, divert, and/or change the established drainage area and/or the Surface Water Drainage and Management System that have been or may be created by easement without the prior written consent of the Association, the County and the SWFWMD, its successors and assigns.

No oil, gas or mineral drilling, refining, quarrying or mining operations of any kind shall be permitted upon and/or in the Property, nor shall oil, gas or mineral equipment, wells, tunnels, excavations or shafts be permitted upon and/or in the Property. The operations and activities of Declarant, its designated successors or assigns, the District and any Builders, in developing the Property and of the Association in operating, maintaining, managing, repairing and replacing the Surface Water Drainage and Management System in accordance with the SWFWMD Permit(s) and SWFWMD requirements are exempt from the provisions of this Section 12.1(l).

(m) **Sidewalk Sales and Outdoor Storage.** Any displays, signs, merchandise, sale and/or business to be located and/or placed on any part of the Common Areas, including but not limited to sidewalks, must first be approved in writing by the Association.

There shall be no exterior storage, placement, installation and/or retention of materials, tools, supplies, inventory, equipment and/or substances of any kind, unless the written approval of the Declarant or the DRC is first obtained.

(n) **Holiday Displays.** Owners shall be permitted to temporarily display religious and/or holiday signs, symbols and decorations on their respective Lots of the kinds normally displayed inside or outside. However, the Association may adopt reasonable time, place and manner restrictions, including but not limited to, design criteria and length of time the display is visible, for the purpose of minimizing damage, preventing an unsightly appearance and/or minimizing disturbance to other Owners, tenants, visitors and/or occupants.

(o) **Use of the Phrase "Rye Ranch."** No person or entity may use the phrase "**Rye Ranch**" or any derivative in any printed or promotional material without Declarant's prior written consent, as long as Declarant has Class B membership exists in the Association or Declarant has protected the name "**Rye Ranch**". However, Owners may use the words "**Rye Ranch**" in printed or promotional matter where such terms are used solely to specify that particular property which is located within "**Rye Ranch**" and the Association will be entitled to use the words "**Rye Ranch**" in its name.

Section 12.2 **Declarant Reservation.** Because of its size and dependence upon market conditions, the development of the Property may extend for several years. Incident to the development process, the quiet enjoyment of the Property by the Owners, their tenants, occupants, employees, invitees, licensees, contractors, subcontractors, visitors and guests may be interfered with by construction and/or sales operations. Each Owner expressly consents to such construction and sales operation and acknowledges, covenants and agrees that Declarant and the Association will have no liability for any disturbance to quiet enjoyment by any

Owner, occupant, tenant, visitor, employee, invitee, licensee, contractor, subcontractor and/or guest of the Property due to construction and/or sales activities.

Any provision of this Declaration to the contrary notwithstanding, until all of the contemplated Improvements on the Property are completed, as determined by Declarant, and the sale of all of the Lots with Residential Dwelling Units anticipated to be located within the Property are closed to home owners, neither the Owners nor the Association shall interfere with the completion of the planned Improvements and/or the sale of the Lots. Declarant and Builders, if specifically authorized in writing by Declarant, may make such lawful use of the unsold Lots and of the Common Areas, without charge, and the Property, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, operate and maintain models and sales centers, operating and opening gates and providing access to facilitate sales and marketing, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit the Declarant from taking a particular action, nothing in this Declaration shall be understood and/or construed to prevent or prohibit Declarant and Builders, if specifically authorized in writing by Declarant, from any of the following:

(a) Doing whatever Declarant determines to be necessary and/or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all plans or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or

(b) Erecting, constructing and maintaining such structures as may be reasonably necessary for the business of completing development of the Property and disposing of the same by sale, lease or otherwise; or

(c) Conducting the business of developing, subdividing, grading and constructing Improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

(d) Determining in Declarant's sole discretion the nature of any type of Improvements to be initially constructed as part of the Property; or

(e) Maintaining such sign or signs as may be necessary or desired in connection with the operation of any Lots and/or the sale, lease, marketing and/or operation of Lots; or

(f) Filing Supplemental Declarations which add Additional Property and/or withdraw portions of the Property as provided in this Declaration; or

(g) Filing amendments to this Declaration which create Service Areas

and/or filing Service Area Supplemental Declarations which create Service Areas.

(h) Taking any action which may be required of Declarant, its successor or assigns by the County or any other federal, state or local governmental or quasi-governmental agency in connection with the development and continuing operation of the Property; or

(i) Declarant modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Area or utilizing any Lots or the Common Area for construction access or staging (provided that same does not impair existing access or utility services to any Lots);

(j) Declarant causing utilities to be available to all portions of the Property, including, but not limited, to the granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections;

(k) Declarant holding, hosting, advertising, permitting and/or allowing festivals and/or special events of any kind on any portion of the Common Areas;

(l) Declarant executing all documents, taking any actions and doing such acts affecting the Common Area which are desirable or necessary in Declarant's sole discretion for the development, sales or marketing of the Property

(m) Declarant shall have full rights of ingress and egress to and through, and over and about the Property during the period of time as Declarant, its designated successors or assigns, or Builders are engaged in any construction or improvement work, sales, leasing or marketing of the on or within the Property, and the Declarant shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof.

Section 12.3 **Condominium.** No form of condominium or cooperative may be established, created and/or declared on any Lot and/or any portion of a Lot without the express written consent of the Declarant, which consent is in Declarant's sole and absolute discretion. A condition of the formation and establishment of a condominium or cooperative shall be that the proposed declaration of condominium or enabling document of the cooperative shall provide that the owners and/or members of a proposed condominium or cooperative shall be individually liable for their respective share of the Assessments and fees which may be imposed upon a Lot by the Association pursuant to this Declaration.

Section 12.4 **Additional Restrictions.** All Lots shall also be subject to such further restrictions as Declarant may impose under and by virtue of deeds to Owners or Builders. Restrictions identified in any such deed as being enforceable by the Association shall be enforceable by the Association, acting through the Board of Directors, in the same manner as if such restrictions were set forth in this Declaration.

No Owner may impose any additional covenants, conditions and/or restrictions on any part of the Property without the prior written approval of Declarant, for so long as: (i) Declarant has Class B membership or owns any portion of the Property; or (ii) any Builder owns any portion of the Property, and thereafter without the prior written approval of the Board. This Section 12.4 shall not prevent any of the Governing Documents from being properly amended pursuant to the provisions of this Declaration when the proposed amendment(s) would impose additional covenants, conditions and/or restrictions on the Property.

Section 12.5 **Waiver and Variances.** No delay in enforcing any of the terms, conditions, restrictions and provisions of this Declaration or any of the Governing Documents as to any breach and/or violation thereof shall impair, damage or waive the right of Declarant and/or the Association to enforce this Declaration and/or any of the Governing Documents. No delay will impair, damage or waive the right of Declarant and/or the Association to obtain relief against or recovery for continuation and/or repetition of any such breach and/or violation or of any similar breach and/or violation of this Declaration and/or any of the Governing Documents at a later time or times.

The Board shall have the right and power to grant variances from the provisions of Article 12 of this Declaration and from the Association's Rules and Regulations that have been adopted for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 12 in any instance in which such variance is not granted.

Section 12.6 **Restrictions on Lots and Residential Dwelling Units.** All Lots and Residential Dwelling Units within the Property shall be subject to the following use and design restrictions:

(a) **Residential Use.** No Lot or Residential Dwelling Unit shall be used except for single family, residential purposes. No business, commercial, industrial, trade, professional or any other non-residential activity or use of any nature or kind shall be conducted on any Lot or in any Residential Dwelling Unit. However, an Owner, tenant or occupant may conduct business activities within a Residential Dwelling Unit so long as: (1) the existence and/or operation of the business activity is not apparent or detectably by sight, sound or smell from outside the Residential Dwelling Unit; (2) the business activity conforms to all zoning requirements for the Property; (3) the business activity conforms to the applicable governmental approvals; (4) the business activity does not involve Persons coming onto the Property who do not reside within the Property; (5) the business activity does not involve door-to-door solicitation of other Owners, tenants and/or occupants of the Property; and (6) the business activity is consistent with the residential character of the Lots and does not constitute a nuisance, or a hazardous or offensive use, and/or threaten the security or safety of other Owners, tenants and/or occupants of the property. No Lot and/or Residential Dwelling Unit may be used in any way which does not conform to the County's zoning ordinances. Notwithstanding anything to the contrary in this Declaration, Declarant, Builders or their designated successors or assigns shall be permitted to use any portion of the Property, including any Lot and/or Residential Dwelling Unit owned by Declarant, Builders or their designated successors or assigns, for model homes, sales displays, parking lots, sales offices, construction offices, any other type of office, or any combination of such uses.

The terms "business" and "trade", as used in this Section 12.6(a), shall be construed to have their ordinary, generally accepted meanings, and shall include without limitation, any occupation, work or activity undertaken on an on-going basis which involves the provision of goods and/or services to Persons other than the provider's family and for which the provider may receive a fee, compensation and/or other form of consideration, regardless of whether: such activity is engaged in full or part time; such activity is intended to or does generate a profit; or a license is required for the activity.

(b) **Lot Coverage and Living Area.** The maximum ground area to be occupied by Residential Dwelling Units and/or Improvements to be constructed upon the Lots and the minimum square footage of heated and air-conditioned space within single family residences to be constructed thereon shall be as stated in the Design Guidelines which may be adopted by the Declarant or the DRC, as applicable.

(c) **Setbacks.** All structures, driveways and other improvements constructed on a Lot will be in compliance with applicable zoning requirements, including the Zoning Ordinance as amended from time to time. The Declarant or the DRC, as applicable, shall have the right to impose setbacks greater than those required by the Zoning Ordinance as amended from time to time. Without limiting the foregoing, to assure that structures, driveways and other improvements will be located with regard to adjacent residences and the topography of each Lot and to preserve trees, the Declarant may elect to approve the location of all structures and other improvements initially constructed on all Lots, subject to compliance with applicable zoning requirements, including the Zoning Ordinance. The Declarant or the DRC shall have the right to condition alterations occurring after the initial construction upon same compliance with setback and zoning requirements.

(d) **Landscaping.** A detailed landscaping plan for each Lot must be submitted to and approved by the Declarant or the DRC at the time of initial construction of a residence on such Lot, pursuant to Article 9 of this Declaration. All plant material shall be of Florida Grade Number One or better. Maximum utilization of existing trees and shrubs, and natural landscaping techniques shall be encouraged. Sodding with St. Augustine and Bahia grass varieties only will be required on all Lots. No seeding and/or sprigging shall be permitted. An underground automatic sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all Lots. All Lots that are not landscaped or left in a natural wooded state shall be sodded and irrigated to the paved roadway and/or water's edge where such Lot abuts a roadway and/or body of water. The Declarant or the Association may create standardized landscaping requirements for each Lot which shall be set forth in Design Guidelines.

(e) **Lakes.** Only the Declarant, or the Association or the District, as applicable, shall have the right to pump or otherwise remove any water from any lake, pond or other body of water adjacent to, within or near the Property for the purpose of irrigation or other use, or to place any refuse in such lake, pond or other body of water. The Declarant, or the Association or the District, as applicable, shall have the sole and absolute right (but no obligation) to control the water level of such lakes, ponds and/or other bodies of water to control the growth

and eradication of plants, fowl, reptiles, animals, fish and fungi in or on any such lakes, ponds and/or other bodies of water. No gas or diesel driven boat shall be permitted to be operated on any lake, pond or other body of water. All Lots which now or may hereafter be adjacent to or include a portion of a lake, pond or other body of water (the "Water Parcels") shall be maintained so that such grass, planting or other lateral support to prevent erosion of the embankment adjacent to the lake, pond or other body of water and the height, grade and contour of the embankment shall not be changed without the prior written consent of the Association or the District, as applicable. Further, all shoreline vegetation, including cattails and the like, shall be maintained and controlled by the Owner of any water parcel as the option of the Association or the District, as applicable. If the Owner of a water parcel fails to maintain the embankment or shoreline vegetation, if applicable, as part of that Owner's landscape maintenance obligations in accordance with the foregoing, the Association or District, as applicable, shall have the right, but no obligation to enter upon any such water parcel to perform such maintenance work which may be reasonably required, all at the expense of the Owner of such water parcel pursuant to the provisions of this Declaration. Title to any water parcel shall not include ownership of any riparian rights associated therewith. No docks, bulkheads, Improvements and/or other structures shall be constructed on such embankments unless and until same shall have been approved by the Declarant. The Association and/or the District, as applicable, shall have the right to adopt reasonable Rules and Regulations from time to time in connection with use of the surface waters of any lake, pond and/or other body of water within the Property. The Association and/or the District, as applicable, shall have the right to deny such use to any Person who in the sole and absolute opinion of the Association and/or the District may create or participate in the disturbance or nuisance on any part of the surface waters of any such lake, pond and/or other body of water. The use of the surface waters of any such lake, pond and/or other body of water shall be subject to rights granted to other Persons pursuant to the Rules and Regulations of the Association and/or the District, as applicable.

(f) **Obnoxious or Offensive Activity.** Except in connection with normal and customary construction activities by Declarant or Builders, no activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment and/or discomfort to the Owners or their family members, tenants, occupants, visitors, invitees and/or guests, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive and/or unlawful use be made of any Lot, Residential Dwelling Unit, District property and/or the Common Area, and all laws, ordinances, codes, rules and regulations of all applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Residential Dwelling Unit: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness, smoke; noxious, toxic or corrosive fumes, chemicals and/or gases, obnoxious odors, trash, debris, construction materials, dust, dirt or fly ash, fire or explosive hazards, vibration, or interference with normal television, radio, telephone and/or other telecommunication reception by other Owners.

(g) **Animals and Pets.** No animals, livestock, reptiles, pets or poultry of any kind may be kept in and/or on any Lot and/or Residential Dwelling Unit or brought onto the Property by any Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents, and/or employees other than domesticated dogs, domesticated cats, fish and/or caged birds, all of which are usually and commonly kept as household pets

(individually, a "Pet" and collectively "Pets"). These Pets may only be kept, maintained and/or allowed to reside in and/or on a Lot and/or Residential Dwelling Unit provided that such Pets are: (a) in full compliance with the applicable Law, ordinances and the Governing Documents; (b) under the control of the applicable Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents or employees at all times when the Pet is on any Common Area and/or the Pet is outside of that Owner's Residential Dwelling Unit; (c) not left unattended on any balconies, terraces, lanais, garages and/or covered patios; (d) quiet, inoffensive and generally not a nuisance and/or safety concern to any other Owners, tenants and/or occupants of another Lot; (e) not kept or raised for commercial purposes; and (f) not being boarded in exchange for compensation of any type. The Lot Owner and/or that Owner's family members, tenants, guests, occupants, invitees, agents and/or employees shall promptly pick up all solid waste material from their Pet and dispose of that solid waste material appropriately. No solid waste material from any Pet shall remain on any Common Area or any portion of the Property. Solid waste material from Pets shall not be placed in trash containers maintained by the Association. Each Lot Owner and/or any family members, tenants, guests, occupants, invitees, agents and/or employees agree to fully pay for, and/or reimburse the Association for, all extermination costs necessitated by any Pet. The Declarant, the Association, the Board and the Association's property management company (if any) shall not be liable for any personal injury, death and/or property damage resulting from a violation of the restrictions on Pets and animals. Any Owner, and/or that Owner's family member, tenant, guest, occupant, invitee, agent and/or employee committing any violation of the restrictions on Pets and animals shall fully indemnify and hold harmless the Declarant, the Association, the Board, each other Lot Owner and the Association's property management company in such regard. A violation of any rule or restriction on Pets and animals shall entitle the Association to all of the Association's rights and remedies, including, but not limited to, the right to fine the applicable Owner and/or to require any Pet or animal to be permanently removed from the Property. No Owner, and/or that Owner's family members, tenants, guests, occupants, invitees, agents and/or employees may keep more than three (3) of the permitted Pets in and/or on any Lot. No reptiles, insects, livestock, poultry, swine or wildlife of any type shall be kept anywhere in and/or on the Property, including any Lot, Residential Dwelling Unit and any garage.

No Pet shall be permitted to remain on the Property if that Pet disturbs the tranquility of the Property, other Owners, tenants or occupants of any Lot, if a Pet is unlawful, dangerous, aggressive, annoying, and/or a nuisance to or destructive of wildlife, or if that Pet has been specifically excluded from the Property by the Board after notice. The Board may, in its sole discretion, have any Pet removed and/or banned from the Property.

The Association may, from time to time, publish and impose additional reasonable rules and regulations regarding Pets on the Property.

(h) **Garbage and Trash.** No trash, debris, lumber, metals, bulk materials, garbage or other waste material or refuse shall be kept, placed, stored and/or allowed to accumulate on any part of the Property, except building materials may be reasonably kept, placed, and/or allowed to accumulate during the course of construction of

any approved Residential Dwelling Unit. If trash, debris, waste, garbage and/or any other refuse is to be disposed of by being picked up and carried away on a regular and recurring basis, it may be placed by Owners in covered or sealed containers approved by the Declarant or the DRC. All such containers may be placed in the open the Owner not earlier than the evening preceding pick-up at the end of a driveway on that Owner's Lot to be accessible to persons making such pick-up. All Owners shall remove the containers from sight no later than the evening of the pick-up. At all other times, all such containers must be stored within each dwelling or concealed by means of a wall, fence, landscape, hedges or other enclosure previously approved by the Declarant or the DRC, so that the containers cannot be seen from the sidewalks, streets and surrounding Lots. The Declarant or the DRC may adopt and promulgate reasonable rules and regulations relating to the size, shape, color and/or type of containers permitted and/or the manner of storage of those containers.

(i) **Exterior Equipment.** All exterior air conditioning equipment, water treatment systems, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other mechanical fixtures and equipment, all wood piles, and all exterior fuel tanks and other storage receptacles, shall be installed only within approved accessory buildings and/or screened areas so as not to be visible from any street and surrounding Lots, and they shall also comply with any additional standards established from time to time by the Declarant or the DRC and applicable law. Window air conditioning units are strictly prohibited. No wall-mounted air conditioning equipment will be permitted unless first approved by the Declarant or the DRC. All Plans for any exterior equipment, fixtures, pumps, tanks and/or storage of any type shall first be submitted to and approved by the Declarant or the DRC.

(j) **Burial of Pipe and Tanks.** No water pipe, gas pipe, sewer pipe, drainage pipe and/or storage tank shall be installed or maintained on the Property above the surface of the ground, except removable hoses and moveable pipes used on a temporary basis for irrigation purposes.

(k) **Weeds and Underbrush.** No weeds, trash, refuse, garbage, debris, underbrush and/or other unsightly growths shall be permitted to grow and/or remain upon any portion of the Property and no refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere on the Property. If any Owner fails and/or refuses to keep his or her Lot free of weeds, trash, refuse, garbage, debris, underbrush, sight obstruction, refuse piles and/or any other unsightly growths or objects, the Association may enter upon that Lot and remove the same at the expense of that Owner, pursuant to the provisions of Article 11 of this Declaration.

(l) **Vehicles and Parking.** The Board may, from time to time, promulgate Rules and Regulations, in addition to the provisions contained in this Declaration, relating to parking anywhere in and/or on the Property, including rules which restrict, limit and/or prohibit the use of any driveway, parking area or streets which may be in front of, adjacent to or part of any Lot as a parking place for any and all vehicles, including, but not limited to, personal passenger vehicles, trucks, commercial vehicles, trailers, recreational vehicles, sports utility vehicles, self-propelled motor homes, motorcycles, vans, buses, scooters,

mini-motos, mopeds and/or boats (collectively "vehicles"). Such rules, if and when promulgated, shall have the same force and effect as if promulgated and initially made a part of this Declaration.

(i) General Parking Requirements:

(1) Unless otherwise set forth in the Rules and Regulations, no vehicles may be parked on any street within Rye Ranch and/or the Property. The intent of the Association is to restrict on-street parking for a more aesthetic streetscape and safer vehicle access. Notwithstanding the above, the following exceptions shall exist: (a) Guests and visitors shall be permitted to park on the streets for no longer than six (6) continuous hours in any one day and then must park in the same fashion as is required for Owners, tenants and occupants. While parking within the Property, guests and visitors shall follow all parking rules and regulations; and (b) the Board may grant temporary exceptions when it deems appropriate (for example, but not limited to, large parties, holidays, parade of homes, special events at a dwelling, and special events at a Unit).

(2) No vehicle shall ever be parked on any lawn, landscaped portion of any Lot, landscaped portion of the Common Area, District property and/or any other portion of the Property which is not specifically designed and intended for the parking of vehicles. No other parking pad or driveway may be built, installed, constructed, poured and/or created on any Lot without the prior written approval of the Declarant or DRC. No vehicle or any portion of any vehicle shall be parked such that the vehicle encroaches or overhangs a pedestrian sidewalk.

(3) Any signs, flags and/or banners that are prohibited under this Declaration or any rule adopted by the Board shall likewise be prohibited on vehicles parked anywhere on or traveling anywhere through the Property.

(ii) Permitted and Prohibited Vehicles/Exceptions:

(1) Vehicles, no matter their size or length, with a camper top, bed enclosure, tool box, work racks and/or any other appendages attached to it, must be parked or stored so that they will not be visible from any street and not visible from any other Unit within the Property.

(2) Commercial vehicles (which for purposes of this provision are defined as vehicles not designed and used for normal personal/family transportation, vehicles with work racks, tool racks and/or visible equipment, and/or vehicles bearing lettering, graphics, contact information, logos, advertising and/or any other commercial insignia) must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property. Even a vehicle used for normal personal/family transportation shall be considered a commercial vehicle for purposes of this provision and must be parked or stored completely out of sight if it has any lettering, graphics, contact information, logos, advertising and/or any other commercial insignia. Such lettering, graphics, contact information, logos, advertising and/or any other commercial insignia may also be completely covered with a magnetic or other type of covering of the same color of the vehicle, so that no portion of the lettering, graphics, contact information, logos, advertising and/or other commercial insignia is visible from the street and/or visible from any other Lot within the Property. The Association shall have the right,

but not the obligation to grant temporary permits to Lot owners upon receipt of a written request. Furthermore, the Association shall reserve the right to modify or set additional guidelines for these commercial vehicle parking restrictions within the Property. Notwithstanding anything to the contrary contained in this Declaration, law enforcement vehicles (police, sheriff's office, highway patrol) shall not be deemed and/or considered to be commercial vehicles.

(3) Unregistered, derelict and/or inoperable vehicles or trailers of any kind must be parked or stored so that they will not be visible from any street and not be visible from any other Lot within the Property. For purposes of this provision, derelict or inoperable vehicles, include but are not limited to, vehicles with no current license plate, vehicles with no current registration, and a vehicle incapable of self-propulsion.

(4) Recreational vehicles (RV's), including a camper, mobile home, and motor home, no matter their size, all-terrain vehicles (ATV's or ATC's), dune buggies, scooters, go-carts, mini-motorcycles, boats and trailers of all types, must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property.

(5) Delivery vans, service vans and buses, no matter their size, must be parked or stored so that they will not be visible from any street and not visible from any other Lot within the Property.

(6) Unregistered motorized scooters, dune buggies, motorcycles, mopeds, motorized skateboards, go-carts, and (2) two wheel and four (4) wheel all-terrain vehicles (whether electric or gas operated) shall not be operated and/or used on any sidewalk, street, landscaped portions of the Common Area.

(7) Notwithstanding the restrictions contained in this Section 12.6(l)(ii), all commercial and public service vehicles (including construction vehicles and vehicles owned by construction workers) present on and/or within the Property while performing work and/or services for or on behalf of Owners will be permitted on a temporary basis during the period of time that the work is being actually performed. However, this does not permit any overnight parking of any of these vehicles.

(8) In addition to all other enforcement tools available to the Association, in accordance with Section 715.07 of the Florida Statutes, the Association and Declarant shall have the right to tow violating vehicles at the owner's expense.

Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, maintenance or repair by Declarant, Builders, the District, the Association or their agents. This Section shall not apply to vehicles used by Declarant, its designated successors or assigns, and/or Builders, in connection with development, construction, sales and marketing activities on the Property.

(m) **Visibility of Intersections.** No obstruction to visibility at street

intersections shall be permitted; provided that the Association shall not be liable in any manner to any Person or entity, including but not limited to any Owner, family member, tenant, occupant, servant, employee, agent, contractor, subcontractor, licensee, visitor invitee and/or guest, for any loss or damage to property or personal injury arising from any violation of this subsection.

(n) **Flagpoles and Antennas.** Without the prior written approval of the Declarant or the DRC, which approval may be conditioned at the sole discretion of the Declarant or the DRC, no unscreened exterior radio, television, dish antenna, satellite television receiver, citizens band (CB) or amateur (ham) radio antenna, pole, mast, tower or any other antenna or device for sending or receiving electromagnetic or telecommunication signals may be built, placed, installed, located, erected, constructed and/or maintained on any Lot and/or Residential Dwelling Unit. Notwithstanding the foregoing, Declarant and the Association shall be permitted to construct and/or maintain a master antenna system or systems within the Property without first receiving approval in writing by the Declarant or the DRC.

No flags or banners other than a flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association, will be permitted. The foregoing sentence shall not apply to the Declarant or any Builders.

(o) **Clothes Drying Area.** No portion of the Property shall be used as a drying or hanging area for laundry of any kind unless that area is fully screened from view by fencing and/or landscaping. No drying or hanging area for laundry shall be permitted to be visible from the streets or from any other Lot within the Property.

(p) **Temporary Structures.** No tents, trailers, vans, shacks, sheds, storage sheds, storage crates, portable storage devices, tanks, buildings, improvements, and/or structures of a temporary and/or portable character shall be permitted in and/or on the Property. This prohibition is subject to the qualification that Declarant and any Builder or any development contractor authorized by Declarant may erect and maintain temporary structures, staging and storage areas, trailers and mobile vehicles in the Property for the purpose of facilitating development, construction and sale of the Property, Lots and Residential Dwelling Units.

(q) **Underground Wires.** No lines and/or wires for communication and/or the transmission of electrical current and/or electromagnetic pulses shall be constructed, placed, run, laid and/or permitted to be placed on any Lot unless they are underground, or unless specifically approved and permitted in advance by the Declarant or the DRC.

(r) **Signs.** Except as otherwise set forth in this Declaration, no signs, flags (other than those in Section 12.6(n) of this Declaration), banners, advertisements,

billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed upon any Lot and/or Residential Dwelling Unit. Notwithstanding the foregoing, one (1) sign used solely in connection with the marketing of the Lot and/or Residential Dwelling Unit for sale shall be permitted to be displayed on that Lot placed in the ground on the front of the Lot after such sign has first been approved by the Declarant or the DRC. The Declarant or DRC shall have the authority to adopt Rules and Regulations regarding the appearance, size, display and any other details regarding for sale signs. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed on any vehicle on a Lot, other than those permitted under other sections of this Declaration. No signs, flags, banners, advertisements, billboards, logos, contact information, solicitation or advertising structures or materials of any kind shall be displayed and/or placed in the interior of any Residential Dwelling Unit so that it is visible from the exterior of that Residential Dwelling Unit (as an illustration, but not a limitation, placing a sign in the window of the Residential Dwelling Unit so that it is visible from the sidewalks, streets or adjacent Lots within the Property). Declarant and/or the Association may enter upon any Unit and remove and destroy any object which violates this Section 12.6(r). This Section 12.6(r) shall not apply to Declarant or to any Builder doing business in the Property provided that any such Builder first obtains Declarant's written approval of any such structures and/or materials prior to installing any structures and/or materials, such approval to be granted or denied by Declarant in Declarant's sole discretion.

(s) **Drainage.** Unless first approved by the Declarant, the District and SWFWMD in writing, no Owner other than the Declarant (and then only to the extent first approved by the SWFWMD in writing) may obstruct, alter, change, redirect or in any way modify the method and/or structures of drainage utilized and/or installed by Declarant, a Builder, the District and/or the Association from, on or across any Lot, Common Area, District property and/or easement area; nor shall any structure or material be erected, placed and/or maintained which shall in any way obstruct such drainage devices or facilities, including buffer areas or swales, or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to any neighboring Lot, portion of the Property and/or portion of the Common Area.

An Owner of a Lot within which any easement for drainage or retention lines are located shall be responsible for the maintenance of such areas to permit the flow and retention of water in accordance with the drainage and retention system plan required and approved by the applicable governmental agencies. If any Owner fails and/or refuses to comply with any part or all of the restrictions contained in this Section 12.6(s), the Association or District, as applicable, shall notify that Owner in writing, have the right to correct such failure and/or refusal, assess and collect the costs thereof as an Individual Assessment and the Association shall have a lien upon the Lot upon which the work was performed.

(t) **Cable Television and Internet Service.** Declarant, its designated successors or assigns, and the Association shall have the right, but not the obligation, to install, or enter into contracts for the installation of a cable television and/or satellite television

system, and/or internet service with a provider(s) to provide cable and/or satellite television service(s), and/or internet service(s) to the Lots. In connection with the installation, maintenance and/or operation of such systems, Declarant and the Association reserve access, installation and service easements over, across, on, through and/or under the Property necessary to provide such cable and/or satellite television service(s), and/or internet service(s) to the Lot. Such easements shall be reasonably located, if possible, by Declarant and/or the Association so as to not unreasonably impair the value of use of any Lot and shall not be located within the building pad (other than as necessary to connect the home construction in such building pad).

(u) **Hedges, Walls and Fences.** There shall be no hedge, shrubbery, fence or wall constructed, built, placed, planted, erected and/or installed on any Lot or other portion of the Property unless the height, location, design, color and component materials are first submitted to and approved in writing by the Declarant or the DRC in accordance with Article 9 of this Declaration. Incidental to the approval of any hedge, fence or wall, the Declarant or the DRC may impose conditions and/or requirements applicable to such hedge, fence or wall, such as but not limited to a requirement for a landscape buffer on the exterior side of such hedge, fence or wall. Notwithstanding anything herein to the contrary, so long as any Builders or contractors designated by Declarant maintain any staging, storage and/or parking areas within the Property, they shall be entitled to hedge, fence or wall off any such area for only the term of such use, provided that Declarant's written approval of each such hedge, fence or wall is obtained prior to construction, planting, placing and/or installation of the hedge, fence or wall. Hedges, fences and walls constructed, planted, placed and/or installed by Declarant are exempt from compliance with this Section 1 2.6(u). Notwithstanding anything to the contrary contained herein, construction of any fence or wall, whether by the Declarant or otherwise, which obstructs the surface water flow in swales shall be strictly prohibited.

(v) **Yard Accessories and Play Structures.** No temporary or permanent basketball hoop or backboard, skateboard or bicycle ramp, swing set, jungle gym, and/or other game or play structure of any type may be placed, built, located, constructed, erected and/or installed on any Lot without the prior written approval of the Declarant or the DRC. All such equipment must not be placed, built, located, constructed, erected and/or installed on the front yard of any Lot (except a basketball hoop or backboard with prior approval of the Declarant or DRC), and all such equipment shall be completely screened from view so as not to be visible from any street or from any other Lot within the Property.

(w) **Leasing.** Entire (but not portions of) Residential Dwelling Units may be rented provided the occupancy is only by the lessee and the members of their family and/or caregivers. All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Dwelling Unit, the name(s) of the tenants, the lease commencement date and the term, and be reviewed by the Association prior to the effective date of the lease. The Owner or lessee requesting the review shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars or the maximum amount permitted by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease and examining records. A copy of the fully executed lease shall be delivered by the Owner to the Association within five (5) days of the full execution of such lease. All leases shall contain or be deemed to contain a provision that grants to the Association the right to terminate the lease in the name of

and as agent for the lessor in the event of a default by the lessee under these Governing Documents or additional Rules and Regulations, as amended. Rentals of less than twelve (12) months in duration, or the operation of a rooming house, hostel or hotel, shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are prohibited. No Lot or Residential Dwelling Unit shall be leased more than one (1) time during any calendar year unless otherwise approved by the Association in the case of a hardship. The tenants who are occupying a Residential Dwelling Unit pursuant to a written lease shall be permitted to use the Common Area during the lease term, provided that (i) the tenants comply with the Governing Documents, any and all policies, and Rules and Regulations of the Association, and (ii) the Owner assigns to such tenant and relinquishes Owner's right to use the Common Area during the lease term. Sub-leasing is strictly prohibited, and the tenant under any lease must be the occupant of the Residential Dwelling Unit. All tenants shall be subject to the terms and conditions of the Governing Documents and the Rules and Regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his or her lessee, and the occupants, or persons living with Owner or with his or her lessee to comply with the Governing Documents and the Rules and Regulations. Each Owner is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that the occupants of the Residential Dwelling Unit are also fully liable for any violation of the documents and regulations. The Association may require that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with Federal Law and applicable local codes regarding the size of the Residential Dwelling Unit. In the event that a lessee or occupant violates a provision of the Governing Documents or the Rules and Regulations, the Board shall have the power to bring legal proceedings against the lessee and/or the Owner to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity. The Owner will be jointly and severally liable with the tenant to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of the tenant. Individual Assessments may be levied against the Lot for such amounts. By acceptance of a deed to a Lot, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. If a Lot or Residential Dwelling Unit is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

(x) **Pools and Spas.** Swimming pools and/or spas may not be located in the front or side yard of any Lot, nor nearer than the Residential Dwelling Unit to any side street lot

line. Location of any swimming pool and/or spa on any Lot must be first be submitted to and approved by the Declarant or the DRC. No above-ground swimming pools are permitted within the Property. Any above-ground spa and/or hot tub must first be submitted to and approved by the Declarant or the DRC. All materials, design and construction of swimming pools and/or spas shall meet standards generally accepted by the industry and shall comply with all applicable governmental regulations.

(y) **Tree Removal and Landscaping.** Except by Declarant or Builders, existing trees measuring four inches (4") or more in diameter at three feet (3') or more above ground level shall not be cut and/or removed without the prior written consent of the Declarant or the DRC. More restrictive arbor ordinances and/or environmental laws shall control in the event of any conflict with this Declaration. Except by Declarant or Builders, there shall be no removal of trees or clearing, other than clearing of underbrush, until the Declarant or the DRC has approved in writing a landscape plan that designates those existing trees to be retained and preserved on the Lot.

(z) **Solar Heating Equipment.** Solar heating equipment of any type may not be installed, placed, built, constructed and/or mounted without the prior written consent of the Declarant or the DRC. In addition, no solar heating equipment will be permitted on the ground, and no solar heating equipment will be permitted on any roof areas that constitute part of the front elevation of a Lot and/or a side elevation of a Lot that is readily visible from any adjacent street or any other Lot.

(aa) **Oil, Gas and Minerals; Drilling.** No oil, gas or mineral drilling, refining, quarrying or mining operations of any kind shall be permitted upon or in the Property, nor shall oil, gas or mineral equipment, wells, tunnels, excavations or shafts be permitted upon or in the Property. The operations and activities of Declarant, its designated successors or assigns, and Builders, in developing the Property, and of the Association or the District, as applicable in operating, maintaining, repairing and replacing the Surface Water Drainage and Management System and/or any portion of the Property are exempt from the provisions of this Section 12.6(aa).

(bb) **Compliance with Laws.** Any activity which violates local, state or federal laws, ordinances, rules or regulations is prohibited on and/or in the Property; however, the Board shall have no obligation to take enforcement action in the event of any violation. The Association, the Board and Declarant are not empowered, nor have they been created, to act as an entity which enforces or ensures compliance with the laws of the United States, the State of Florida, the County or any other jurisdiction, or to prevent tortious activities.

(cc) Reserved.

(dd) **Security Bars and Hurricane Shutters.** No security bar system may be installed on the interior and/or exterior of any window or door of any dwelling in the Property, unless first approved in writing by the Declarant or the DRC. No hurricane shutters or any similar protective covering for the windows of a dwelling may be installed unless first approved in writing by the Declarant or the DRC. All hurricane shutters or similar protective window coverings shall be aesthetically pleasing or harmonious with the Governing Documents, Declarant's development

plan, the architectural pattern of the Property and/or the architectural scheme of the Property.

Severe storm weather has occurred in the County, and the following shall apply to temporary measures that may be taken by any Owner: Storm shutters, hurricane shutters and/or similar protective window coverings of any type may be applied, installed and/or placed no sooner than two (2) days before the arrival of a named storm based on the projected arrival time of that named storm by the National Weather Service and/or the National Hurricane Center. All storm shutters, hurricane shutters and/or similar protective window coverings of any type must be removed, taken down and/or taken off no later than three (3) days after the specific named storm and/or threat of that named storm has passed the Property area.

(ee) **Window Treatments.** Any window treatments of any kind that are visible from the exterior of a Residential Dwelling Unit shall be compatible with the exterior design and color of that Residential Dwelling Unit. The following shall not be used as window treatments and/or window coverings: sheets, towels, flags, aluminum foil and/or any material not specifically designed to be a window treatment, which shall be determined by the Declarant or the DRC in its sole and absolute discretion.

(ff) **Irrigation of Lots.** All Owners shall install and/or have installed an underground, fully automatic irrigation system, unless local governmental agencies and/or the Association preclude such installation. Any irrigation system and applicable Plans must first be submitted to and approved by the Declarant or the DRC. The Plans relating to any irrigation system shall, at a minimum, indicate the location, type and size of water meter, backflow prevention device, automatic and manual valves, valve boxes, spray heads, rotor heads, mainline piping, lateral zone piping with sizes indicated, time clock, automatic rain sensor/shut-off device, sleeves and wiring for irrigation distribution lines.

(gg) **Lighting.** No exterior lighting fixtures of any kind shall be installed on any Lot and/or Residential Dwelling Unit without adequate and proper shielding of those fixtures. No lighting fixture shall be installed that may be and/or may become an annoyance and/or a nuisance to the Owners and/or occupants of adjacent Lots. All exterior lighting, excluding that which may be installed initially by Declarant, must first be submitted to and approved by the Declarant or the DRC. No colored light source of any kind shall be permitted within the Property, except for holiday lighting which must comply with any rules, regulations and/or Design Guidelines regarding such lighting that may be adopted by the Declarant and/or the DRC, including but not limited to, length of time to be displayed on any Lot and/or Residential Dwelling Unit.

(hh) **Firearms.** Discharge of firearms of any type is prohibited on and/or in the Property; provided, Declarant, the Association, the Board, the Association's Directors, officers, employees and agents shall not have any duty to become physically involved to stop any such discharge. For purposes of this Section 12.6(he), "Firearms" shall include, but are not limited to the following: handguns, rifles, shotguns, BB guns, crossbow, paintball guns and any other type of weapon that expels a projectile of any type.

(ii) **Wildlife.** There shall be no capturing, trapping, and/or killing of any wildlife within the Property (other than by or on behalf of the Association or Declarant, or by a

representative or designee of a governmental agency), except in circumstances posing an imminent threat to the safety of any person or entity within the Property.

Any activities by any Person or entity other than Declarant or its designees which materially disturb and/or destroy the vegetation, wildlife and/or air quality within the Property shall be prohibited within the Property (except as approved pursuant to this Declaration). Any activity which uses excessive amounts of water and/or which results in unreasonable levels of sound or light pollution is prohibited within the Property.

(jj) **Timeshares.** No Lot and/or Residential Dwelling Unit shall be owned and/or used in interval, multiple or timeshare ownership requiring registration pursuant to the provisions of Florida law.

(kk) **Holiday Displays.** Owners shall be permitted to display religious and/or holiday signs, symbols and decorations on their respective Lots and/or Residential Dwelling Units of the kinds normally displayed inside or outside of dwellings located in a residential community. However, the Association may adopt reasonable time, place and manner restrictions, including but not limited to design criteria and length of time the display is visible, for the purpose of minimizing damage, preventing an unsightly appearance and/or minimizing disturbance to other Owners, tenants and/or occupants.

(ll) **Ornamentation and Statuaries.** Ornaments, statuaries and lawn decorations of any size or type, including but not limited to bird feeders, statues, fountains, gazing balls, gnomes, planters and signs may not be installed without first obtaining the approval of the Declarant or the DRC. Because ornaments, statuaries and/or lawn decorations become an integral part of the overall landscape aesthetics of the Property, no such items may be installed, placed, planted and/or located on a Lot without first obtaining the approval of the Declarant or the DRC. To implement this requirement, the Declarant or the DRC may adopt and amend, from time to time, standards for such ornaments, statuary, and/or lawn decorations.

(mm) **Waiver.** No delay in enforcing any of the terms, conditions, restrictions and provisions of this Declaration or any of the Governing Documents as to any breach and/or violation thereof shall impair, damage or waive the right of Declarant and/or the Association to enforce this Declaration and/or any of the Governing Documents. No delay will impair, damage or waive the right of Declarant, the District and/or the Association to obtain relief against or recovery for continuation and/or repetition of any such breach and/or violation or of any similar breach and/or violation of this Declaration and/or any of the Governing Documents at a later time or times.

(nn) **VariANCES.** The Board shall have the right and power to grant variances from the provisions of Section 12.6 of this Declaration and from the Association's Rules and Regulations that have been adopted for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Section 12.6 in any instance in which such variance is not granted.

**ARTICLE 13**  
**AMENDMENT**

Section 13.1 **By Declarant.** Until termination of the Class B membership, Declarant specifically reserves for itself, its designated successors or assigns, the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, and/or cancel any part of all of this Declaration or the restrictive covenants contained in this Declaration or hereinafter included in any subsequent Declaration. No approval, consent or joinder in any such alteration, modification, change, revocation, rescission, amendment and/or cancellation from any Owner, the Association, the holder of any Mortgage, lien or other encumbrance affecting the Property, or any other Person will be required. No modification, change, alteration, revision, and/or amendment required by any governmental agency will be deemed to materially or adversely affect Owners or any other interested party. Notwithstanding the foregoing, any amendment which would affect the Surface Water Drainage and Management System must first be approved in writing by SWFWMD.

Section 13.2 **By Members.** Following the termination of Declarant's Class B membership, this Declaration may be amended from time to time with the approval of at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present, and with the prior written consent of Declarant, which consent may be withheld by Declarant in its discretion, for so long as Declarant or a Builder owns any portion of the Property. If any proposed amendment to this Declaration is approved by the Members, the President and Secretary of the Board shall execute a Certificate of Amendment which shall set forth the text of the amendment, the effective date of the amendment, the date of the meeting of the Association's membership at which such amendment was adopted, the date that notice of the meeting was given, the total number of Members of the Association, the number of votes necessary to adopt the amendment, the total number of votes cast for the amendment and the total number of votes cast against the amendment. The Association must record this Certificate of Amendment in the Public Records of the County. The Certificate of Amendment shall be conclusive as to all parties, and all parties of any nature whatsoever shall have the full right to rely upon that Certificate of Amendment.

Notwithstanding anything in this Section 13.2 to the contrary, no amendment may remove, revoke and/or modify any right and/or privilege of Declarant without the written consent of Declarant (or the successor in interest or assignee of such right and/or privilege affected by such amendment). No amendment may impair the validity and/or priority of the lien of any Mortgage held by a Mortgagee or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees. Any amendment to this Declaration affecting any aspect of the Surface Water Drainage and Management System (including environmental conservation areas of the Common Area and the water management portions of the Common Area), beyond maintenance in its original condition, must first be submitted to and approved by the District (if the District is responsible for the operation and maintenance of the Surface Water Drainage and Management System) and SWFWMD, and if written consent from the District and SWFWMD is not obtained, any such amendment will not be implemented.

Notwithstanding anything to the contrary in this Declaration, the Association may not remove, revoke, modify or amend any right, privilege or approval expressly afforded to a Builder pursuant to the terms of this Declaration, or otherwise granted by Declarant

to any Builder, without such Builder's prior written consent, so long as such Builder owns any Lot in the Property, which consent may be withheld by Builder, in its discretion.

Section 13.3 **Validity of Amendments.** If an Owner consents to any amendment to this Declaration, the Articles or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment to this Declaration will become effective upon recording unless a later effective date is specified in the amendment. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 13.4 **Effective Date.** If a different effective date is not specified, any amendment to this Declaration shall be effective upon the recording of the amendment (if by Declarant) or the Certificate of Amendment (if by Members) in the Public Records of the County. Any procedural challenge to an amendment must be made within three (3) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

Section 13.5 **Relating to the District.** Notwithstanding anything to the contrary in this Declaration, no amendment may remove, revoke, modify or amend any right, privilege or approval expressly afforded to the District pursuant to the terms of this Declaration, without the District's prior written consent, which consent may be withheld by the District, in its discretion; provided, however, that the District is deemed to have agreed to any amendments to the Declaration that add Additional Property to the Declaration or that do not affect the rights and responsibilities of the District (excluding the addition of Additional Property).

#### **ARTICLE 14** **NEIGHBORHOOD ASSOCIATIONS**

Section 14.1 **Creation of Neighborhood Associations with Declarant's Approval.** Declarant, or a Builder, with Declarant's prior written approval, shall subject a Neighborhood to a Neighborhood Association and Neighborhood Association Governing Documents in addition to the provisions of the Governing Documents, including this Declaration, and any applicable supplements, amendments, or other documents of record executed or consented to by Declarant. The Neighborhood Association Declaration shall designate that portion of the Property subject thereto and may further restrict the that portion of the Property including, but not limited to (i) the number, type, size, location, and appearance of the Lots and/or Residential Dwelling Units, (ii) the establishment of such other amenities, benefits, covenants, easements, restrictions or provisions as Declarant or Builder with Declarant's consent, shall deem appropriate.

Section 14.2 **Approval of Neighborhood Association Governing Documents.** Lots within a Neighborhood shall be administrated by a Neighborhood Association in accordance with its Neighborhood Governing Documents to be approved by Declarant in writing. Neighborhood Association Governing Documents shall be not effective until Declarant approves and consents to the same. Any substantive amendments or modifications to the Neighborhood Association Governing Documents must be approved by Declarant.

Section 14.3 **Enforcement of Neighborhood Association Governing Documents.** In the event any Neighborhood Association does not enforce any provision of the Neighborhood Association Governing Documents or perform any duties and responsibilities pursuant to the Neighborhood Association Governing Documents or any other of its documents, the Association shall have the right, but not the obligation, to enforce such Neighborhood Association Governing Documents and perform such duties and responsibilities, including any and all maintenance provisions, and obtain payment of the cost of such enforcement and maintenance. The Association shall be entitled to reimbursement of attorneys' fees and court costs incurred in enforcement of said rights.

Section 14.4 **Neighborhood Common Areas.** The cost and expense of the Neighborhood Common Areas shall be borne by the Builder of the Neighborhood and the Owners of the Lots located in the Neighborhood. A Neighborhood Association shall have the right, subject to Declarant's prior consent, to contract with the Association to provide for the operation and maintenance of its Neighborhood Common Areas and to carry out any responsibilities established by the Neighborhood Association Declaration.

Section 14.5 **Certain Declarant Rights related to Neighborhood Associations.** In addition to those rights set forth in this Declaration, Declarant hereby reserves the right, and the power, but neither the duty nor the obligation, without the consent of any other Person required:

(a) to amend the specific provision of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all of the Property.

(b) to determine consistency of all Neighborhood Association Governing Documents with the Governing Documents of the Association, and approve and consent to all Neighborhood Association Governing Documents.

(c) to require specific provisions be included in the Neighborhood Association Governing Documents as Declarant deems appropriate.

(d) to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to the Association or any Neighborhood Association any obligation of maintenance or repair created pursuant to this Declaration. Declarant may withdraw such delegation at any time for any reason in its sole discretion.

(e) for itself, its designee, or any agent or employee, to enter upon any property administered by the Neighborhood Association to carry out the provisions of the Association Governing Documents or the applicable Neighborhood Association Governing Documents, and the same shall not constitute a trespass.

Section 14.6 **Certain Association Rights related to Neighborhood Associations.**

(a) Enforcement: In the event any Neighborhood Association fails to comply with this Declaration or any other of the Governing Documents of the Association, the

Association shall have the right and power, but neither the duty nor the obligation, to enforce the provisions of this Declaration or the other Association Governing Documents, and perform such duties and responsibilities under, or seek judicial relief to require compliance with the same, and obtain payment of the cost of such enforcement.

(b) **Special Assessments:** The Association shall have the right, in addition to any other rights of assessment of the Association, to specifically assess the Owners in a Neighborhood Association and such Neighborhood Association for the expenses incurred by the Association for such Neighborhood Association.

(c) **Entry Rights:** The Association shall have the right, for itself, its designee, or any agent or employee, to enter upon any property administered by the Neighborhood Association to carry out the provisions of the Association Governing Documents or the applicable Neighborhood Association Governing Documents, and the same shall not constitute a trespass.

(d) **Delegation:** The Association shall have the right and power, but neither the duty nor the obligation, to delegate in whole or in part, exclusively or non-exclusively, and on a permanent or temporary basis, to any Neighborhood Association any obligation of maintenance or repair created under this Declaration, or by delegation from Declarant. The Association may withdraw such delegation at any time for any reason in its sole discretion.

Section 14.7 **Collection of Association Assessments.** At the sole discretion of Declarant or the Association, any Assessments against Lots subject to a Neighborhood Association (including anticipated unplatted Lots set forth in Section 6.6 (e)) shall be assessed in the aggregate against the Neighborhood and collected by the Neighborhood Association in the same manner as the Neighborhood Association collects common expenses of the Neighborhood Association. The foregoing shall not limit the Association's collection and lien rights except in the event the Assessments are to be collected by Neighborhood Association, the Association shall only proceed to collect the Assessments against the particular Lot who has not paid his portion of the Assessments.

Section 14.8 **Conflict.** In the event of a conflict between or among the provisions of the Neighborhood Association Governing Documents and the Governing Documents of the Association, the provisions of the Governing Documents of the Association shall control. The foregoing priority shall not prevent enforcement by the Neighborhood Association of provision or rules in the Neighborhood Association Governing Documents which are stricter than those of the Governing Documents of the Association.

## **ARTICLE 15** **THIRD PARTY APPROVAL RIGHTS**

Section 15.1 **HUD, FHA or VA.** Notwithstanding anything in this Declaration to the contrary, as long as Class B membership exists, if any one or more of HUD, FHA or VA requires approval and/or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any Mortgage lien on the Common Area, any amendment of this Declaration, or dissolution of the Association, by any one or more

of said agencies as a condition of making, insuring or purchasing loans on Lots, Residential Dwelling Units within the Property, and any such loan has been approved, insured or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, amendment or dissolution, then the required consent or approval shall be obtained.

Section 15.2 **SWFWMD**. Any amendment to this Declaration which alters any provisions relating to any portion of the Surface Water Drainage and Management System, including but not limited to, those contained in the SWFWMD Permit(s), beyond maintenance in their respective original conditions, including the water management portions of the Common Area, must have the prior written approval of SWFWMD and the District (if the District is responsible for the operation and maintenance of the Surface Water Drainage and Management System).

## **ARTICLE 16** **ENFORCEMENT**

Section 16.1 **Compliance by Owners**. Every Owner and all family members, tenants, guests, agents, contractors, subcontractors, servants, employees, visitors, licensees and invitees of each Owner shall comply with the Governing Documents.

Section 16.2 **Enforcement**. If any Owner, or any family member, tenant, occupant, agent, employee, invitee, contractor, subcontractor, visitor and/or guest of an Owner violates, fails to comply with and/or refuses to comply with any of the restrictions, terms, conditions, covenants, rules, regulations, and/or any provisions contained in any of the Governing Documents, as they may be amended from time to time, the Association shall be entitled to:

- (a) Take any action or remedy at law;
- (b) Take any action or remedy to recover damages;
- (c) Take any action or remedy in equity;
- (d) Seek injunctive relief;
- (e) Seek or take any declaratory action;
- (f) Seek arbitration;
- (g) Seek mediation;
- (h) Take any administrative action or remedy (including, but not limited to mediation and arbitration through the applicable agency of the State of Florida);
- (i) Levy a fine pursuant to Section 16.5 of this Declaration;

(j) Impose a suspension of Common Area use rights pursuant to Section 16.5 of this Declaration;

(k) Utilize self-help, where permitted by the Governing Documents, including but not limited to towing vehicles, entering upon any Lot to perform maintenance, repair, replacement and/or cleaning and entering upon any Lot to remove any construction, improvement, modification, alteration, repair, replacement and/or addition that was not approved by the Declarant or the DRC, as applicable; or

(i) Do any combination of Section 16.2(a) through and including Section 16.2(k).

The remedies recited in this Section 16.2 shall be cumulative of all other legal, administrative and equitable remedies now or hereafter provided by Florida law or the Governing Documents and all such remedies may be exercised and pursued singly, sequentially or in any combination. The failure of Declarant, the Association, the District or any Owner to enforce any covenant, condition, term, provision, restriction, obligation, rule, regulation, right, power, privilege and/or reservation contained in any of the Governing Documents, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

Section 16.3 **Entitlement to Attorneys' Fees.** In any action to enforce the Governing Documents or any Rules against any Owner, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and court costs, reasonably incurred in such action. Notwithstanding the foregoing, in no event may such costs and expenses be recovered against the Association or Declarant, unless otherwise required by Law. If the Association (or Declarant, on behalf of the Association) is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in Article 6

Section 16.4 **Enforcement by SWFWMD.** The SWFWMD and the District shall also have the right to enforce, by a proceeding at law or in equity, the provisions of this Declaration which relate to maintenance, operation and repair of the Surface Water Drainage and Management System.

Section 16.5 **Fines and Suspensions.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, a fine or fines may be imposed upon an Owner for failure and/or refusal of an Owner and/or that Owner's tenants, occupants, licensees, invitees, employees, contractors, subcontractors, visitors and/or guests to comply with any covenant, condition, term, provision, restriction, rule or regulation contained in any of the Governing Documents. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board, a suspension of the ability to use Common Area (and any facilities that may be located on the Common Area) may be imposed upon an Owner and/or tenant, agent, guest, employee, contractor, subcontractor, visitor or invitee of that Owner for the failure and/or refusal of an Owner and/or that Owner's tenants, guests, employees, agents, contractors,

subcontractors, visitors and/or invitees to comply with any covenant, condition, term, provision, restriction, rule or regulation contained in any of the Governing Documents. Fine(s) and/or suspension(s) may be imposed provided the following procedures are adhered to:

(a) **Notice.** The Association shall notify the Owner of the alleged violation(s) and the proposed fine(s) and/or the proposed suspension(s). Included in the notice shall be the date and time of a meeting of a committee of the Association at which time the Owner may present reasons why the proposed fine(s) and/or suspension(s) should not be imposed. At least fourteen (14) days' notices of such meeting shall be given to the Owner. Notice will be deemed to have been given when it is either personally delivered or deposited in the United States Mail, postage prepaid, and sent to the address of that Owner on file in the official records of the Association. The Association may provide a single notice and opportunity for a hearing to an Owner for any alleged violation(s) of a continuing nature.

(b) **Hearing.** A written decision of the committee of the Association shall be submitted to the Owner no later than thirty (30) days after the date of the meeting. Failure by an Owner to contest and/or object to any proposed fine(s) and/or suspension(s) in accordance with these procedures shall constitute a waiver of that Owner's rights to further contest the proposed fine(s) and/or suspension(s).

(c) **Amounts of Fine(s).** Provided the committee's findings are against the Owner, the Board may impose fine(s) in the following amounts:

(a) One Hundred Dollars and no cents (\$100.00) for each violation. A fine or fines may be levied on the basis of each day of a continuing violation.

(b) First non-compliance or violation for a continuing violation shall not exceed One Thousand Dollars and no cents (\$1,000.00) in the aggregate; however, second non-compliance or violations of a continuing nature shall be without limitation in the aggregate amount of the amount due.

(d) **Payment and Collection of Fines.** A fine or fines that are imposed on an Owner shall be paid to the Association within thirty (30) days of the date of the written decision. In any action to, recover a fine or fines, the prevailing party shall be entitled to collect its reasonable attorneys' fees and costs.

(e) **Application of Proceeds.** All monies received from a fine or fines shall be allocated and/or used as determined by the Board.

(f) **Non-exclusive Remedy.** Any fine or fines imposed shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled to under Florida law or the Governing Documents; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(g) **Length of Suspension.** The Board may impose a suspension or suspension(s) for a period of time which is the longer of sixty (60) days or during the term of a continuing violation. Any suspension or suspensions imposed shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise entitled to under Florida law or the Governing Documents.

(h) **Exceptions.** This Section 16.5 shall not apply to any suspension of voting rights of a Member imposed by the Board when that Member fails to pay Assessments when they are due. This Section 16.5 shall also not apply to any to any fine or fines imposed by the Board when an Owner fails to pay Assessments or any other charges when they are due.

Section 16.6 **Agreement to Encourage Resolution of Disputes Without Litigation.**

(a) The Declarant, the Association (and its officers, Directors and committee members), all Owners, all Persons subject to this Declaration and any Person not otherwise subject to this Declaration who agrees to submit to this Section 16.6 (collectively, the "Bound Parties"), agree that it is in the best interest of all concerned to encourage the amicable resolution of disputes involving the Property without the emotional and financial costs of litigation. Accordingly, each Bound Party agrees to not file a claim and/or lawsuit of any type in any court with respect to a Claim (as that term is defined in Section 16.6(b) of this Declaration), unless and until that Bound Party has first submitted that Claim to the alternative dispute resolution procedures set forth in Section 16.7 of this Declaration in a good faith effort to resolve such Claim.

(b) As used in Sections 16.6 and 16.7 of this Declaration, the term "Claim" shall mean and refer to any claim, grievance and/or dispute arising out of or relating to:

(i) the interpretation, application and/or enforcement of the Governing Documents;

(ii) the rights, obligations, responsibilities and/or duties of any Bound Party under the Governing Documents; and/or

(iii) the design and/or construction of any improvements, building, structures, landscaping, facilities, and/or amenities within the Property, other than matters of aesthetic judgment as set forth in Article 9 of this Declaration, which shall not be subject to review and shall not be subject of Sections 16.6 and 16.7 of this Declaration.

(c) The following shall not be considered "Claims" unless all Bound Parties to the matter otherwise agree to submit the matter to the procedures set forth in Section 16.7 of this Declaration:

(i) any suit, action, lawsuit, litigation, and/or any enforcement proceeding to collect Assessments and/or other amounts due from any Owner;

(ii) any suit, action, lawsuit and/or any enforcement proceeding to obtain a temporary restraining order, emergency equitable relief and/or such ancillary relief as a court may deem necessary in order to maintain the status quo and/or preserve the Association's ability to enforce the terms, provisions, covenants, conditions and/or restrictions of this Declaration, including but not limited to, Rules and Regulations regarding maintenance of the Property and/or community standards;

(iii) any suit, action, lawsuit and/or enforcement proceeding that does not include the Declarant and/or the Association as a party, if such suit, action, lawsuit and/or enforcement proceeding asserts a Claim that would constitute a cause of action independent of the Governing Documents;

(iv) any dispute that affects the material rights and/or obligations of a Person who is not a Bound Party and has not agreed to submit to the procedures set forth in Section 16.7 of this Declaration; and

(v) any suit, action, lawsuit, claim and/or enforcement proceeding as to which any applicable statute of limitations would expire within one hundred eighty (180) days of giving the Notice required by Section 16.7 of this Declaration unless the Person or Persons against whom the Claim is made agree to toll, or extend, the Claim's statute of limitations to comply with Sections 16.6 and 16.7 of this Declaration.

Section 16.7 **Dispute Resolution Procedures.**

(a) The Bound Party asserting a Claim (the "Claimant") against another Bound Party (the "Respondent") shall give written notice ("Notice") by mail or personal delivery to each Respondent and to the Board of Directors, stating plainly and concisely:

(i) the nature of the Claim, including the Persons involved and the Respondent's role in the Claim;

(ii) the legal basis of the Claim (as an example, but not as a limitation, the specific authority out of which the Claim arises);

(iii) the Claimant's proposed resolution and/or remedy; and

(iv) the Claimant's desire to meet with the Respondent to discuss, in good faith, ways to resolve the Claim.

(b) The Claimant and Respondent shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the parties in negotiating a resolution of the Claim.

(c) If the parties have not resolved the Claim through negotiation within thirty (30) days of the date the Notice was mailed or personally delivered to the applicable Respondent (or within such other agreed upon period of time), the Claimant shall have thirty (30)

additional days to submit the Claim to mediation with an entity designated by the Association (if the Association is not a party to the Claim) or to an independent agency providing dispute resolution services in the County area. Each Bound Party shall present the mediator with a written summary of the Claim.

If the Claimant does not submit the Claim to mediation within such time, or does not appear for and/or participate in good faith in the mediation when that mediation is scheduled, the Claimant shall be deemed to have waived the Claim, and the Respondent shall be relieved of any and all liability to the Claimant (but not to third parties, if any) on account of such Claim.

If the parties do not settle the Claim within thirty (30) days after submission of the matter to mediation or within such time as determined reasonable by the mediator, the mediator shall issue a notice of termination of the mediation proceedings indicating that the parties are at an impasse and the date that mediation was terminated. The Claimant shall thereafter be entitled to file suit and/or to initiate administrative proceedings on the Claim, as appropriate.

Each Bound Party shall bear its own costs of the mediation, including but not limited to, attorneys' fees, and each Bound Party shall pay an equal share of the mediator's fees.

Notwithstanding anything contained in this Section 16.7(c), in any dispute as to which the Association is a party, the parties may waive mediation by mutual agreement and proceed to file suit and/or initiate other proceedings.

(d) Any settlement of the Claim through negotiation and/or mediation shall be documented in writing and signed by the parties. If any Bound Party thereafter fails to abide by the terms of such an agreement, then any other party may file suit and/or initiate administrative proceedings to enforce such agreement without the need to comply again with the procedures set forth in Section 16.7 of this Declaration. In such an event, the party taking action to enforce the agreement and/or award shall, upon prevailing, be entitled to recover from the non-complying party (or if more than one (1) non-complying party, from all such non-complying parties in equal proportions) all costs incurred in enforcing such agreement and/or award, including but not limited to, attorneys' fees, court costs and expenses.

(e) Any dispute between an Owner and the Declarant, including Claims which remain after conclusion of the dispute resolution procedures described in Section 16.7 of this Declaration, shall be resolved by final and binding arbitration in accordance with this Section 16.7(e). Such disputes shall not be submitted as a lawsuit and/or any other proceeding in any state court of Florida and/or any federal court. Notwithstanding the foregoing, disputes affecting the material rights and/or obligations of a third party who is not a party to or bound by such arbitration shall not be subject to this Section 16.7(e). This Section 16.7(e) is an agreement to arbitrate and is specifically

enforceable under Florida law. Judgment may be entered upon the arbitration award in any court of competent jurisdiction to the fullest extent permitted under Florida law.

The Owner and/or Declarant, as applicable, shall have until expiration of the applicable statute of limitations under Florida law (as would apply to the same claim being brought in a Florida and/or federal court) to submit the dispute to the American Arbitration Association for arbitration within the County. The American Arbitration Association shall appoint one (1) neutral arbitrator to conduct the arbitration in accordance with its rules, unless all of the parties to such dispute agree to a greater number of arbitrators. The arbitrator(s) shall render a written judgment accompanied by findings of fact and conclusions of law.

If not timely submitted to arbitration and/or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to the Claimant arising out of the dispute. The parties shall share equally the costs of conducting the arbitration until a prevailing party is determined; provided, the prevailing party shall be entitled to recover all of its costs incurred in the action, including but not limited to, reasonable attorneys' fees, costs and expenses.

(f) Any dispute between the Association and the Declarant, including Claims which remain after conclusion of the dispute resolution procedures described in Section 16.7 of this Declaration, shall be resolved by final and binding arbitration in accordance with this Section 16.7(f). Such disputes shall not be submitted as a lawsuit and/or any other proceeding in any state court of Florida and/or any federal court. Notwithstanding the foregoing, disputes affecting the material rights and/or obligations of a third party who is not a party to or bound by such arbitration shall not be subject to this Section 16.7(1). This Section 16.7(f) is an agreement to arbitrate and is specifically enforceable under Florida law. Judgment may be entered upon the arbitration award in any court of competent jurisdiction to the fullest extent permitted under Florida law.

The Association and/or Declarant, as applicable, shall have until expiration of the applicable statute of limitations under Florida law (as would apply to the same claim being brought in a Florida and/or federal court) to submit the dispute to the American Arbitration Association for arbitration within the County. The American Arbitration Association shall appoint one (1) neutral arbitrator to conduct the arbitration in accordance with its rules, unless all of the parties to such dispute agree to a greater number of arbitrators. The arbitrator(s) shall render a written judgment accompanied by findings of fact and conclusions of law.

If not timely submitted to arbitration and/or if the Claimant fails to appear for the arbitration proceeding, the Claim shall be deemed abandoned, and the Respondent shall be released and discharged from any and all liability to the Claimant arising out of the dispute. The parties shall share equally the costs of conducting the arbitration until a prevailing party is determined; provided, the prevailing party shall be entitled to recover all of its costs incurred in the action, including but not limited to, reasonable attorneys' fees, costs and expenses.

Section 16.8 **Initiation of Litigation by Association.** In addition to compliance with the alternative dispute resolution procedures as set forth in Sections 16.6 and 16.7 of this Declaration, if applicable, the Association shall not initiate any judicial and/or administrative proceeding unless first approved by at least seventy-five percent (75%) of all Members, and such vote is held at a duly called meeting of the Association's Members at which a quorum has been attained. Notwithstanding the foregoing approval requirement, no such approval shall be required for actions and/or proceedings:

- (a) initiated while Declarant has Class B membership;
- (b) initiated to enforce the terms, provisions, covenants, conditions and/or restrictions of this Declaration, including but not limited to, collection of Assessments and foreclosure of lien; to defend claims filed against the Association and/or to assert counterclaims in proceedings instituted against the Association.
- (c) initiated to challenge *ad valorem* taxation and/or condemnation proceedings;
- (d) initiated against any contractor, vendor and/or supplier of goods and/or services arising out of, related to and/or connected with a contract for services, supplies and/or goods; and/or
- (e) to defend claims filed against the Association and/or to assert counterclaims in proceedings instituted against the Association

This Section 16.8 shall not be amended unless such amendment is made by Declarant or first approved by the same percentage of votes necessary to institute any judicial and/or administrative proceedings (seventy-five percent (75%) of all Members).

## **ARTICLE 17** **MORTGAGEE PROTECTION**

Section 17.1 **Notices of Action.** An institutional holder, insurer, or guarantor of a first Mortgage on a Lot who provides a written request to the Association (such request must state the name and address of such holder, insurer or guarantor and the Lot number, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of the following:

- (a) Any condemnation loss or any casualty loss which affects a material portion of the Property or which affects any Lot on which there is a first. Mortgage held, insured or guaranteed by such Eligible Holder;
- (b) Any delinquency in the payment of Assessments and/or charges owed by an Owner of a Lot subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days; provided, however, notwithstanding this provision, any Eligible Holder, upon written request, is entitled to written notice from the Association of any default in the performance of an Owner of a Lot of any obligation under the Governing Documents which is not cured within sixty (60) days;
- (c) Any lapse, cancellation or material modification of any insurance policy

maintained by the Association; or

(d) Any proposed action which would require the consent of a specific percentage of Eligible Holders.

(e) The Association's failure to provide the written notice to an Eligible Holder pursuant to this Section 17.1 shall not subject the Association to damages and/or otherwise diminish the Association's rights under this Declaration.

Section 17.2 **Taxes and Other Charges.** After forty-five (45) days' written notice to the Association, any holder, insurer or guarantor of a first Mortgage on a Lot shall have the right to pay, singly or jointly, taxes and/or other charges that are delinquent and have resulted or may result in a lien against or loss of the Association's title to any portion of the Common Area, and to receive prompt reimbursement from the Association.

Section 17.3 **Insurance Premiums.** After forty-five (45) days written notice to the Association, any holder, insurer or guarantor of a first Mortgage on a Lot shall have the right to pay, singly or jointly, any overdue premiums on any casualty insurance policy covering the Common Area and/or obtain, singly or jointly, new casualty insurance coverage on the Common Area upon the lapse of a policy and, in either case, receive prompt reimbursement from the Association.

Section 17.4 **Voting Rights of Mortgagee.** For purposes of this Section 17.4, an Eligible Holder of a first Mortgage shall be entitled to one (1) vote for each first Mortgage held, insured or guaranteed.

(a) Unless at least two-thirds (2/3) of the first Mortgagees or Members Eligible To Vote representing at least two-thirds (2/3) of the total votes of the Association (other than Declarant) approve, the Association shall not:

(i) By act or omission abandon, partition, subdivide, encumber, sell, or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly. The granting of easements for public utilities and/or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this Section 17.4(a)(i);

(ii) Change the method of determining the obligations, Assessments, dues and/or other charges which may be levied against an Owner. A decision by the Board, including but not limited to contracts, shall not be subject to this provision where such decision is otherwise authorized by this Declaration;

(iii) By act or omission change, waive, abandon any scheme of regulations or enforcement thereof pertaining to the architectural design or the exterior appearance and maintenance of Lots, Residential Dwelling Units and the Common Area. The issuance and amendment of architectural standards, procedures, rules and regulations, and/or use restrictions shall not constitute a change, waiver, and/or abandonment within the meaning of this provision;

(iv) Fail to maintain any insurance required by this Declaration

(v) Use casualty insurance proceeds for any Common Area losses for any purpose other than the repair, replacement and/or reconstruction of such Common Area. However, any surplus or net funds remaining following the repair, replacement and/or reconstruction of such Common Area may be allocated and/or used for any purpose as determined by the Board.

(b) Any election to terminate the Association shall require: (i) the approval of at least fifty-one percent (51%) of the Eligible Holders if the election to terminate the Association is the result of substantial destruction or a substantial taking in condemnation or eminent domain of the Property; or (ii) the approval of at least seventy-five percent (75%) of the Members Eligible To Vote representing the total votes of the Association and two-thirds (2/3) of the Eligible Holders.

(c) If a portion of the Property is either condemned, destroyed or damaged by a hazard that is insured against, restoration, replacement and/or repair shall be performed substantially in accordance with the provisions of this Declaration and the original plans and specifications for the Property unless fifty-one percent (51%) of the Eligible Holders approve the taking of some other action by the Association.

Section 17.5 **No Priority.** No provision of this Declaration or any of the Governing Documents gives and/or shall be construed as giving any Owner or other party priority over any rights of the first Mortgagee of a Lot in the case of distribution to such Owner of insurance proceeds or condemnation payments or awards for losses to and/or a taking of the Common Area.

Section 17.6 **Notice to Association.** Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder, insurer, or guarantor of any Mortgage encumbering such Owner's Lot(s).

Section 17.7 **Applicability of this Article 17.** Nothing contained in this Article 17 shall be construed and/or interpreted to reduce the percentage vote that must be obtained under this Declaration, the Articles, the Bylaws or Florida law for any of the acts set out in this Article 17.

Section 17.8 **Failure of Mortgagee to Respond.** Any Mortgagee who receives a written request from the Association to respond to and/or consent to any action shall be deemed to have automatically approved such action if the Association does not receive a written response from that Mortgagee within thirty (30) days of the date of the Association's request.

**ARTICLE 18**  
**DURATION AND TERMINATION**

This Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records of the County. Upon the expiration of the initial twenty-five (25) year period, this Declaration and each Supplemental Declaration shall be automatically renewed and extended for successive periods of ten (10) years. The number of ten (10) year renewal periods shall be unlimited with this Declaration being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period. However, there shall be no renewal or extension of this Declaration if during the last year of any ten (10) year renewal period, Members representing at least eighty percent (80%) of the total votes of the Association vote in favor of termination this Declaration at the end of its then-current term, and both the County and SWFWMD approve such termination in writing.

Written notice of any meeting at which such proposal to terminate this Declaration is to be considered setting forth the fact that such a proposal will be considered, shall be given at least sixty (60) days in advance of that meeting. If the required number of Members approve the termination of this Declaration, the President and Secretary of the Board shall execute a Certificate which sets forth the resolution of termination adopted by the Association, the date of the meeting of the Association's Members at which such resolution was adopted, the date that notice of such meeting was given, the total number of votes of Members, the total number of votes required to constitute a quorum at a meeting of the Association's Members, the total number of votes necessary to adopt a resolution to terminate this Declaration, the total number of votes cast in favor of such a resolution and the total number of votes cast against such a resolution.

This Certificate shall be recorded in the Public Records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. Termination of this Declaration shall not have the effect of terminating easements herein provided or granted prior to such termination, or terminating contractual rights created prior to termination which from the context of the contract were meant to survive any termination.

Should the Members terminate this Declaration as provided in this Article 18, all Common Area owned by the Association at such time, including but not limited to, the Surface Water Drainage and Management System if owned by the Association, shall be transferred and/or conveyed to an appropriate agency of local government. If no appropriate agency of local government will accept the Surface Water Drainage and Management System, then the Surface Water Drainage and Management System shall be dedicated to, transferred to and/or conveyed to a not-for-profit corporation similar to the Association. If no appropriate agency of local government will accept the other portions of the Common Area owned by the Association, then it will be conveyed to a Trustee appointed by the Circuit Court of Manatee County, Florida, which Trustee shall sell the Common Area free and clear of the limitations

imposed hereby and upon terms established by the Circuit Court of Manatee County, Florida. That portion of the Property consisting of the Surface Water Drainage and Management System cannot be altered, changed and/or sold separate from the lands its serves and without the prior approval of the SWFWMD. The proceeds of such a sale shall first be used for the payment of any debts and/or obligations constituting a lien on the Common Area, then for the payment of any obligations incurred by the Trustee in the operation, management, maintenance, repair, replacement, cleaning and/or upkeep of the Common Area. The excess of proceeds, if any, from the sale of Common Area shall be distributed among Owners in a proportion which is equal to the proportionate share of such Owners in the Common Expense. In the event of termination, dissolution or final liquidation, and if the Association has the responsibility for the operation and maintenance of the Surface Water Drainage and Management System, those portions of the Surface Water Drainage and Management System must be transferred to and accepted by an entity which would comply with the SWFWMD Permit(s), the applicable provisions of the Florida Administrative Code, and be approved by the SWFWMD prior to any such termination, dissolution or liquidation.

#### **ARTICLE 19 GENERAL PROVISIONS**

Section 19.1 **Notice.** Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Member or Owner in the official records of the Association at the time of such mailing.

Section 19.2 **Assignment of Rights and Duties.** Any and all of the rights, powers and/or reservations of the Association and/or Declarant may be assigned in whole or in part to any Person, corporation or association which will assume the duties of the Association and/or Declarant pertaining to the particular rights, powers and/or reservations assigned. Upon such assignee evidencing its consent in writing to accept such assignment and assume such duties, the assignee shall (to the extent of the assignment) have the same rights and powers and be subject to the same obligations and duties as are herein given to and/or assumed by the Association and/or Declarant. If the event of a partial assignment, the assignee shall not be deemed to be the Association or the Declarant unless expressly stated in the assignment, but may exercise such rights, powers and/or reservations as specifically assigned. Any assignment shall be on a non-exclusive basis unless otherwise noted. Further, the Association and/or Declarant may from time-to-time delegate any and all of their rights, powers, discretion and/or duties hereunder to such agent or agents as it may nominate, unless prohibited by Florida law or any of the Governing Documents. The Declarant, in its sole discretion, shall also have the right to grant any Builder certain rights reserved hereunder to the Declarant for the purpose of constructing, selling and marketing Lots or Residential Dwelling Units, conducting construction, sales and marketing thereof by executing an assignment of rights in favor of the Builder to be kept in the official records of the Association. Any such assignment of rights shall not impose any obligation of the Declarant hereunder on any such Builder unless obligations are expressly assumed by the Builder

Section 19.3 **Zoning Variances.** Unless the written consent of the Declarant is first obtained, no Owner shall file a request for zoning variances, special exceptions and/or zoning changes affecting and/or relating to any real property located within the Property.

Section 19.4 **Relationships with Other Properties.** The Association may enter into contractual agreements and/or covenants to share costs with any neighboring properties, other associations, the District and/or any other Person to contribute funds for, among other things, shared or mutually beneficial property and/or services and/or a higher level of maintenance of any portion of the Property.

Section 19.5 Reserved.

Section 19.6 **Interpretation.** The Article and Section headings have been inserted in this Declaration for convenience only, and shall not be considered or referred to in resolving questions and/or for interpretation or construction of this Declaration. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others. The Board shall have the right, except as limited by any other provisions of the Governing Documents, to determine all questions arising in connection with this Declaration and to construe and interpret its provisions, and the Board's determination, construction and/or interpretation shall be final and binding.

Section 19.7 **Indemnification.** The Association shall indemnify every officer, Director, Committee member, employee of the Association and agent of the Association pursuant to the terms of the Governing Documents.

Section 19.8 **Severability.** Invalidation of any one of these covenants or restrictions or any part, clause or word hereof, or the application thereof in specific circumstances, by judgment or court order shall not affect any other provisions or applications in other circumstances, all of which shall remain in full force and effect.

Section 19.9 **Effective Date.** This Declaration shall become effective upon its recordation in the Public Records of the County.

Section 19.10 **Conflict.** This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws, and said Articles shall take precedence over the Bylaws and any Rules and Regulations hereinafter promulgated. The Bylaws, as amended, shall take precedence over any Rules and Regulations hereinafter promulgated.

Section 19.11 **Cooperation.** Each Owner, by acceptance of a deed therefore or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions necessary or desired for development and/or improvement of the Property, including, without limitation, signing any required applications, plats, etc. as the owner of any portion of the Property owned or controlled thereby when necessary or requested.

Notwithstanding the foregoing, to the extent that said documents require the joinder of Owners, Declarant by its duly authorized officers may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents and the Owners, by virtue of their acceptance of deeds or other instrument of transfer or conveyance, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact for such purpose. This appointment is coupled with an interest and is

therefore irrevocable. Any such documents executed pursuant to this Section 19.11 shall recite that it is made pursuant to this Section 19.11.

Section 19.12 **Easements.** Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

Section 19.13 **No Public Right or Dedication.** Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Area to the public and/or for any public use.

Section 19.14 **Constructive Notice and Acceptance.** Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, rule, regulation, provision, easement, reservation, condition, lien and covenant contained in this Declaration, whether or not any reference to this Declaration is contained in the deed or any other instrument by which such person or entity acquired an interest in such Lot.

## **ARTICLE 20 DISCLAIMERS**

Section 20.1 **Disclaimer of Representations or Warranties.** EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF. IF ANY SUCH WARRANTY CANNOT BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.

Section 20.2 **General.** Notwithstanding anything contained herein or in the Articles, Bylaws and Rules and Regulations of the Association or any other document governing or binding the Association, Declarant, the District or the Property (collectively for purposes of this Section 20.2, the "constituent documents"), neither the Association nor the Declarant shall be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any

Owner, occupant, tenant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, visitors, subcontractors, licensees, contractors, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(a) it is the express intent of the constituent documents that the various provisions thereof which are enforceable by the Association, the District and/or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(b) the Association is not empowered, nor has been created, to act as an entity which enforces or ensures compliance with the laws of the United States, State of Florida, the County, the City or any other jurisdiction, or prevents tortious activities; and

(c) any provisions of the constituent documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for such reason.

Each Owner (by virtue of his acceptance of title to its, his or her Lot) and each other Person having an interest in or lien upon, or making any use of, any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by Article 20 of this Declaration and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association, the District and/or Declarant and arising from, resulting from, related to and/or connected with any matter for which the liability of the Association, the District and/or Declarant has been disclaimed in this Article 20 or in this Declaration generally.

As used in this Article 20, the words "Association", "District" and "Declarant" shall each include within their meanings all of the respective Directors, officers, Committees and board members, employees, agents, attorneys, contractors (including without limitation management companies), and successors and assigns of each.

Section 20.3 **No Liability For Acts of Others.** Owners, their family members, tenants, guests, agents, invitees, employees, contractors, subcontractors, visitors, licensees and any occupants of Lots, are responsible for their own personal safety and for their property in and/or on the Property. The Association may, but is not obligated to, maintain or support certain activities within the Property which are intended to promote or enhance safety or security within the Property. However, the Association, the Board, the District and Declarant shall not in any way be considered insurers and/or guarantors of safety or security within the Property, nor shall they be held liable for any loss, damage, personal injury and/or death by reason of failure to provide adequate security or ineffectiveness of any security measures that may be undertaken.

**NO REPRESENTATION OR WARRANTY IS MADE THAT ANY SYSTEMS OR MEASURES, INCLUDING, WITHOUT LIMITATION, FIRE PROTECTION, BURGLAR ALARM, VIDEO CAMERAS, OR OTHER SECURITY MONITORING SYSTEMS, (OR IF THERE IS ANY GATE, BARRIER AND/OR OTHER**

**MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PROPERTY), CANNOT BE COMPROMISED OR CIRCUMVENTED, NOR THAT ANY SUCH SYSTEMS OR MEASURES UNDERTAKEN WILL PREVENT LOSS OR PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER ACKNOWLEDGES, UNDERSTANDS, AGREES AND SHALL BE RESPONSIBLE FOR INFORMING THAT OWNER'S FAMILY MEMBERS, TENANTS, GUESTS, INVITEES, AGENTS, EMPLOYEES, CONTRACTORS, SUBCONTRACTORS AND ALL OCCUPANTS OF THAT OWNER'S LOT THAT THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE DISTRICT AND DECLARANT ARE NOT INSURERS AND/OR GUARANTORS OF SECURITY OR SAFETY AND THAT EACH PERSON WITHIN THE PROPERTY HAS VOLUNTARILY ASSUMED ALL RISKS OF PERSONAL INJURY, DEATH AND LOSS OF DAMAGE TO PROPERTY, INCLUDING LOTS, RESIDENTIAL DWELLING UNITS AND THE CONTENTS OF LOTS, RESIDENTIAL DWELLING UNITS, RESULTING FROM ACTS OF OTHERS. ANY GATE, BARRIER, VIDEO CAMERA AND/OR OTHER MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PROPERTY, IF ANY, ARE SOLELY INTENDED TO REGULATE VEHICLE ACCESS, AND ARE NOT INTENDED AND/OR DESIGNED TO BE A SECURITY FEATURE, A SAFETY FEATURE, PROVIDE PROTECTION TO PERSONS AND/OR PROPERTY, A WARRANTY OF PERSONAL SAFETY, A GUARANTEE OF PERSONAL SAFETY, A WARRANTY OF THE SAFETY OF PERSONAL PROPERTY AND/OR A GUARANTEE OF THE SAFETY OF PERSONAL PROPERTY. ANY GATE, BARRIER, VIDEO CAMERA AND/OR OTHER MECHANISM OR SYSTEM FOR LIMITING ACCESS TO THE PROPERTY MAY, AT DECLARANT'S DISCRETION, BE LEFT OPEN AND/OR UNATTENDED, FROM TIME TO TIME OR AT ANY TIME, TO FACILITATE ACCESS BY CONTRACTORS, SUBCONTRACTORS, INSPECTORS, BROKERS, SALESPERSONS AND ANY OTHERS TO ANY SALES OFFICE, LOTS THAT ARE UNDER CONSTRUCTION AND/OR FOR SALE.**

Section 20.4 **View Impairment.** Neither Declarant nor the Association guarantee or represent that any view over, through and/or across the Lots, any open space or any other portion of the Property within the Property will be preserved without impairment. Neither Declarant nor the Association shall be obligated to relocate, prune, or thin trees or other landscaping. The Association (with respect to the Common Area) and Declarant (with respect to the portions of the Property other than Lots owned by an Owner other than Declarant) have the right to relocate, prune, thin, or add trees and other landscaping from time to time subject to applicable law. Any express or implied easements for view purposes and/or for the passage of light and air are hereby expressly disclaimed.

Section 20.5 **Notices and Disclaimers as to Signal Reception.** In recognition of the fact that interruptions in cable television, radio and/or satellite television will occur from time to time, neither Declarant nor the Association shall in any manner be liable for, and no Owner shall be entitled to refund, rebate, discount, or offset in applicable fees, for any interruption in any such services, regardless of whether or not such interruption is caused by reasons within the service provider's control. Declarant or Association shall be entitled to retain any rebate, discount, or other

compensation received from the provider of any such services in connection with the installation and/or operation of such systems within the Property.

Section 20.6 **Construction Activities.** All Owners, occupants, tenants and users of Lots are hereby placed on notice that Declarant, Builders and/or their respective agents, contractors, subcontractors, licensees, and other designees, successors, or assigns, shall continue, from time to time, to conduct construction activities within the Property. By the acceptance of a deed or other conveyance or mortgage, leasehold, license, or other interest in a Lot, and/or by using any portion of a Lot or the Property generally, Owners, occupants, tenants and users of Lots acknowledge, stipulate, and agree: (a) such activities shall not be deemed nuisances, or noxious or offensive activities, under any applicable covenants or at law generally; (b) not to enter upon, or allow their children or other Persons under their control or direction to enter upon. (regardless of whether such entry is a trespass or otherwise), any property within or in proximity to the Lot or any other portion of the Property where such activities are being conducted (even if not being actively conducted at the time of entry, such as at night, a holiday or otherwise during non-working hours); (c) that Declarant, Builders and all of their respective agents, contractors, subcontractors, licensees, and other designees, successors, and assigns, shall not be liable for any losses, damages (compensatory, consequential, punitive, or otherwise), injuries, or deaths arising from and/or relating to any breach of this covenant; (d) that any purchase or use of any portion of a Lot has been and will be made with full knowledge of the foregoing; and (e) this acknowledgment and agreement is a material inducement to Declarant to sell, convey, lease, and/or allow the use of Lots within the Property.

Section 20.7 **Natural Conditions.** The Property may contain a number of manmade, natural, and environmentally sensitive areas that may serve as habitats for a variety of native plants and wildlife, including, without limitation, insects, venomous and non-venomous snakes, alligators, other reptiles, raccoons, foxes, wild dogs, wild cats, and other animals, some of which may pose hazards to persons and/or pets coming in contact with them. Each Owner and occupant of any Lot, and every Person entering the Property: (a) acknowledges and agrees that such plants and wildlife are indigenous to the area and are not restrained or restricted in their movements within and/or through the Property; and (b) knowingly and voluntarily assumes all risk of property damage, personal injury and/or death arising from the presence of such plants and wildlife within the Property. Neither the Association, Declarant, nor the members, partners, affiliates, officers, directors, shareholders, attorneys, agents, and/or employees of any of the foregoing, shall have any duty to take action to control, remove, or eradicate any plant or wildlife within the Property, nor shall they have any liability for any property damage, personal injury and/or death resulting from the presence, movement, and/or propagation of any plant or wildlife within or through the Property. The areas described in this Section 20.7 may also contain ponds, lakes, retention ponds, dry detention areas, detention ponds, intermittent pools of water, muddy areas and/or buffer areas, among other things, all of which are important to the ecological balance and maintenance of the area as a wildlife habitat. No Owner or occupant of a Lot shall enter upon, or permit their guests, family members, invitees, agents, tenants, employees, contractors, subcontractors, visitors or any other Person acting on that Owner's behalf to enter upon and/or disturb any such areas in any way without the prior written approval of the Association.

**ARTICLE 21**  
**INSURANCE AND CASUALTY LOSSES**

Section 21.1 **Insurance.** The Board, or its duly authorized agent, shall have the authority to and may obtain blanket all-risk casualty insurance, if reasonably and commercially available, for the Common Areas, including without limitation, any structures, Improvements, amenities and/or facilities that may be located on the Common Areas. If blanket all-risk coverage is not reasonably available, then an insurance policy providing fire, hurricane, casualty and extended coverage shall be obtained. This insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair and/or reconstruction in the event of damage and/or destruction from any insured hazard.

To the extent available on commercially reasonable terms and conditions, the Board may also obtain a public liability policy covering the Common Area, the Association and its Members for all damage and/or injury caused by the negligence of the Association or any of its employees, Members and/or agents. The public liability shall have at least a One Million Dollar (\$1,000,000.00) limit for bodily injury, personal injury, death and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar (\$5,000,000.00) umbrella liability policy.

The Board may, in its discretion, also obtain additional insurance, including without limitation, fidelity bond coverage, Worker's Compensation insurance, flood insurance and directors' and officers' liability insurance. The insureds, deductibles, provisions and coverage types and amounts shall be determined by the Board, in the Board's discretion. Any fidelity bond coverage obtained by the Board shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal. The Association may self-insure against any risk.

Premiums for any insurance coverage obtained by the Association shall be a Common Expense and shall be included in the Annual Assessment, as described in Article 6 of this Declaration.

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

All insurance coverage obtained by the Board shall be written in the name of the Association. Such insurance shall be governed by the following provisions:

- (a) All insurance policies shall be written with a company licensed to do business in the State of Florida;
- (b) All insurance policies on the Common Area shall be for the benefit

of the Association, its Members and Mortgagees providing construction financing on the Common Area.

(c) Exclusive authority to adjust losses under policies obtained by the Association on the Property shall be vested in the Board.

(d) In no event shall the insurance coverage obtained and maintained by the Board be brought into contribution with insurance purchased by individual Owners, occupants, tenants, or their respective Mortgagees.

(e) All casualty insurance policies shall have an inflation guard endorsement, if reasonably available, and an agreed amount endorsement with an annual review by one or more qualified persons.

(f) The Board shall be required to make every reasonable effort to secure insurance policies that will provide for the following:

(1) a waiver of subrogation by the insurer as to any claims against the Board, its manager, its agent, the Owners, the Members and their respective tenants, servants, agents, invitees and guests;

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

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

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

(5) that any "other insurance" clause in any policy exclude the policies obtained by individual Owners from consideration; and

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

Section 21.2 **Association's Power to Compromise Claims**. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

Section 21.3 **Insurance Obtained by Owners**. By virtue of taking title to a Lot, each Owner agrees to carry blanket all-risk casualty insurance on that Owner's Lot and any

building, Residential Dwelling Unit, structure, Improvement and landscaping constructed, placed, built and/or located on that Lot. The insurance to be obtained by each and every Owner shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair and/or reconstruction in the event of damage or destruction from any insured hazard. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of the buildings, structures, Residential Dwelling Units, Improvements, and/or landscaping on that Owner's Lot, the Owner shall proceed promptly to repair and/or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are or may be approved in accordance with this Declaration. The Owner shall pay any costs of repair and/or reconstruction which are not covered by insurance proceeds. If the Residential Dwelling Unit is totally destroyed, the Owner may decide not to rebuild and/or to reconstruct, in which case the Owner shall clear the Lot of all debris and return that Lot to substantially the natural state in which it existed prior to the beginning of construction, and thereafter that Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the terms, conditions and provisions of this Declaration.

Section 21.4     **Damage and Destruction.**

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

(b)           Any damage and/or destruction to the Common Area shall be promptly repaired and/or reconstructed unless the Members representing at least seventy-five percent (75%) of the total vote of the Association shall decide within sixty (60) days after the casualty not to repair and/or reconstruct. If for any reason either the amount of the insurance proceeds to be paid as a result of such damage and/or destruction, and/or reliable and detailed estimates of the costs of repair and/or reconstruction are not made available to the Association within the sixty (60) day time period, then the period shall be extended until such information is made available to the Members. However, such extension shall not exceed one hundred twenty (120) additional days. No Mortgagee shall have the right to participate in the determination of whether the damage and/or destruction to Common Area shall be repaired and/or reconstructed. This provision shall not apply to construction Mortgagees providing construction financing for such damaged property.

(c)           If determined in the manner described above that the damage and/or destruction to the Common Area shall not be repaired and/or reconstructed, and no alternative improvements are authorized, then and in that event the affected portion of the Property shall be restored to their natural state that existed prior to the development and shall be maintained by the Association in a neat and attractive condition consistent with the terms, conditions and provisions of this Declaration.

Section 21.5 **Disbursement of Proceeds.** If the damage and/or destruction for which the proceeds of insurance policies are paid is to be repaired and/or reconstructed, the proceeds, or such portion thereof as may be required for such purpose, shall be disbursed in payment of such repairs and/or reconstruction as hereinafter provided. Any proceeds remaining after defraying such costs of repair and/or reconstruction to the Common Area shall be retained by and for the benefit of the Association and placed in either the Association's general operating account or any reserve account that has been established by the Association. If no repair and/or reconstruction is made, any proceeds remaining after making settlements necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) shall be retained by and for the benefit of the Association and placed in either the Association's general operating account or any reserve account that has been established by the Association. This is a covenant for the benefit of any Mortgagee of a Lot and may be enforced by such Mortgagee.

Section 21.6 **Repair and/or Reconstruction.** If the damage and/or destruction to the Common Area for which insurance proceeds are paid is to be repaired and/or reconstructed, and such insurance proceeds are not sufficient to defray the cost of such repair and/or reconstruction, the Board shall, without the necessity of a vote of the Members, levy a Special Assessment against all Owners calculated in the same manner as the Annual Assessments. The damaged and/or destroyed portions of the Common Area shall be repaired and/or reconstructed to substantially the same condition in which that Common Area existed prior to the damage and/or destruction, allowing for any changes and/or improvements necessitated by changes in the then-applicable building codes.

Section 21.7 **Negligence or Willful Misconduct.** Each Owner shall be liable to the Association for the costs to repair, replace and/or reconstruct any portions of the Common Area damaged by reason of the negligence or willful misconduct of any Owner or that Owner's tenants, guests, invitees, employees, visitors, contractors, subcontractors, agents and/or servants. In this situation, the Owner shall be liable to the Association for any amount not fully covered by any insurance policy of the Association, including but not limited to any deductible. In addition, the Association shall have the right to charge any Owner for the increase, if any, in the insurance premium attributable to damage caused by such Owner or that Owner's tenants, guests, invitees, employees, visitors, contractors, subcontractors, agents and/or servants. The sums due from an Owner under this Section 21.7 shall be an Individual Assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of Individual Assessments.

Section 21.8 **Condemnation of Common Area.** Whenever all or any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation) by any authority having the power of condemnation and/or eminent domain, each Owner shall be entitled to notice thereof. The award, payment and/or settlement made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as herein provided:

If the taking involves a portion of the Common Area on which Improvements have been constructed, then unless within ninety (90) days after such taking Declarant (so long as Declarant has Class B membership) and Members representing at least two-thirds (2/3) of the total vote of the Association otherwise agree not to restore, repair

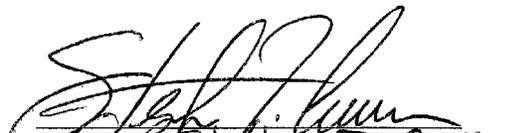
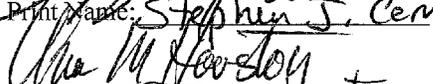
and/or replace such Improvements, the Association shall restore, repair and/or replace such Improvements taken on the remaining land included in the Common Area to the extent lands are available therefore. If such Improvements are to be repaired, restored and/or replaced, the provisions of Article 21 of this Declaration regarding the disbursement of funds in respect to casualty damage and/or destruction which is to be repaired, replaced and/or restored shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made by not to repair, replace and/or restore, or if there are net funds or surplus remaining after any such restoration, repair and/or replacement is completed, then such award, settlement, payment, surplus and/or net funds shall be disbursed to the Association and used for any purposes as the Board shall determine.

Section 21.9 **No Partition.** Except as is permitted in this Declaration or any amendments thereto, there shall be no physical partition of the Common Area or any part thereof, nor shall any person, Owner or entity acquiring any interest in the Property or any part thereof seek any judicial partition unless the Property has been removed from the provisions of this Declaration. This Section 21.9 shall not be construed to prohibit the Board from acquiring and disposing of tangible personal property or from acquiring title to real property which may or may not be subject to this Declaration.

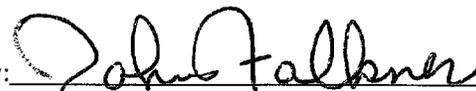
**[SIGNATURES BEGIN ON FOLLOWING PAGE]**

IN WITNESS WHEREOF, Declarant has executed this Declaration on the date first above written.

Signed, Sealed and Delivered  
in the Presence of:

  
Print Name: Stephen J. Cerven  
  
Print Name: Chae M. Houston

RYE RANCH, LLC,  
a Florida limited liability company

By:   
John Falkner, Manager

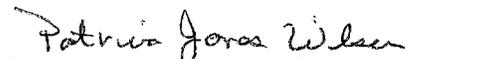
STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me, by means of  physical presence or  online notarization, this 16<sup>th</sup> day of December, 2021, by John Falkner, as Manager of RYE RANCH, LLC, a Florida limited liability company. He is personally known to me or has produced n/a as identification and did not take an oath.

(NOTARIAL SEAL)



PATRICIA JONES WILSON  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# GG180424  
Expires 1/29/2022

  
Patricia Jones Wilson  
(Print Name of Notary Public)  
Notary Public - State of Florida  
My commission expires 1/29/2022  
Commission Number GG180424

**EXHIBIT "A"**  
**Legal Description of the Property**

LEGAL DESCRIPTION - A1

A PARCEL OF LAND BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 2095.10 FEET TO THE POINT OF BEGINNING.

THENCE CONTINUE ALONG SAID EAST LINE, S00°29'55"W A DISTANCE OF 580.95 FEET TO THE NORTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 34 SOUTH, RANGE 19 EAST; THENCE S00°42'19"W, ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, A DISTANCE OF 2632.63 FEET TO THE SOUTHEAST CORNER OF SAID NORTHEAST QUARTER; THENCE S65°59'13"W A DISTANCE OF 1377.15 FEET; THENCE N88°25'52"W A DISTANCE OF 1483.77 FEET; THENCE N02°26'22"E A DISTANCE OF 1744.56 FEET; THENCE S50°35'20"W A DISTANCE OF 538.86 FEET; THENCE S57°46'55"W A DISTANCE OF 423.69 FEET; THENCE S02°26'22"W A DISTANCE OF 1091.72 FEET; THENCE N88°23'59"W A DISTANCE OF 880.94 FEET; THENCE N00°54'56"E A DISTANCE OF 198.67 FEET; THENCE N04°39'49"W A DISTANCE OF 175.46 FEET; THENCE N16°37'11"W A DISTANCE OF 215.60 FEET; THENCE N17°55'47"W A DISTANCE OF 368.23 FEET; THENCE N14°48'39"W A DISTANCE OF 513.12 FEET; THENCE N12°47'16"W A DISTANCE OF 1954.26 FEET; THENCE N66°49'36"E A DISTANCE OF 66.71 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 49°25'45" AND AN ARC LENGTH OF 25.88 FEET TO A POINT OF TANGENCY; THENCE N17°23'52"E A DISTANCE OF 27.12 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°17'43" AND AN ARC LENGTH OF 36.81 FEET TO A POINT OF TANGENCY; THENCE N52°53'51"W A DISTANCE OF 56.70 FEET; THENCE N17°27'57"E A DISTANCE OF 109.88 FEET; THENCE N13°30'18"W A DISTANCE OF 51.37 FEET; THENCE N43°06'22"E A DISTANCE OF 243.87 FEET; THENCE N00°00'38"E A DISTANCE OF 94.46 FEET; THENCE N47°53'50"E A DISTANCE OF 226.61 FEET; THENCE N33°40'58"E A DISTANCE OF 98.64 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 2°11'15" AND AN ARC LENGTH OF 1.15 FEET TO A POINT OF TANGENCY; THENCE N35°52'13"E A DISTANCE OF 133.53 FEET; THENCE S73°58'21"E A DISTANCE OF 100.62 FEET; THENCE S27°03'56" E A DISTANCE OF 60.92 FEET; THENCE S70°27'51"E A DISTANCE OF 178.40 FEET; THENCE S79°33'34"E A DISTANCE OF 115.72 FEET; THENCE N 68°17'14" E A DISTANCE OF 221.53 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N84°58'12"E, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 1°54'37" AND AN ARC LENGTH OF 43.67 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 340.00 FEET, A CENTRAL ANGLE OF 17°42'05" AND AN ARC LENGTH OF 105.04 FEET TO A POINT OF TANGENCY; THENCE N20°49'17"W A DISTANCE OF 312.96 FEET; THENCE N66°32'45"E A DISTANCE OF 11.89 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1408.00 FEET, A CENTRAL ANGLE OF 27°02'34" AND AN ARC LENGTH OF 664.56 FEET TO A POINT OF TANGENCY; THENCE S86°24'41"E A DISTANCE OF 320.87 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1142.00 FEET,

A CENTRAL ANGLE OF 26°07'36" AND AN ARC LENGTH OF 520.75 FEET; THENCE S74°32'42"E A DISTANCE OF 107.90 FEET; THENCE S30°55'08"E A DISTANCE OF 349.51 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF

11°28'42" AND AN ARC LENGTH OF 71.12 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 645.00 FEET, A CENTRAL ANGLE OF 11°28'42" AND AN ARC LENGTH OF 129.22 FEET TO A POINT OF TANGENCY; THENCE S30°55'08"E A DISTANCE OF 487.19 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 5°35'05" AND AN ARC LENGTH OF 92.30 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S74°49'37"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N40°37'36"E, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 31°43'44" AND AN ARC LENGTH OF 524.42 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N60°34'27"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 116°13'22" AND AN ARC LENGTH OF 253.56 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N03°58'19"W, HAVING A RADIUS OF 947.00 FEET, A CENTRAL ANGLE OF 21°52'33" AND AN ARC LENGTH OF 361.57 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1178.00 FEET, A CENTRAL ANGLE OF 25°17'05" AND AN ARC LENGTH OF 519.85 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N55°12'57"E, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°32'49" AND AN ARC LENGTH OF 238.99 FEET; THENCE S89°30'03"E A DISTANCE OF 86.30 FEET TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 427.18 ACRES MORE OR LESS.

#### LEGAL DESCRIPTION - A2

A PARCEL OF LAND BEING A PORTION OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA. BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 12, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA, THENCE S00°29'55"W, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1951.10 FEET; THENCE LEAVING SAID EAST LINE, N89°30'03"W A DISTANCE OF 86.30 FEET TO A POINT OF NON-TANGENT CURVE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S55°19'47"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 109°45'51" AND AN ARC LENGTH OF 239.47 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S00°27'34"E, HAVING A RADIUS OF 1322.00 FEET, A CENTRAL ANGLE OF 25°23'19" AND AN ARC LENGTH OF 585.80 FEET TO A POINT OF REVERSE CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 21°19'19" AND AN ARC LENGTH OF 298.83 FEET TO A POINT OF NON-

TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS S53°52'26"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N09°27'06"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 30°37'16" AND AN ARC LENGTH OF 429.16 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N81°31'39"W, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF 102°49'19" AND AN ARC LENGTH OF 224.32 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS N54°03'02"E, HAVING A RADIUS OF 803.00 FEET, A CENTRAL ANGLE OF 5°01'51" AND AN ARC LENGTH OF 70.51 FEET TO A POINT OF TANGENCY; THENCE N30°55'08"W A DISTANCE OF 623.44 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 26°10'37" AND AN ARC LENGTH OF 89.09 FEET; THENCE N30°55'08"W A DISTANCE OF 326.23 FEET; THENCE N12°42'26"E A DISTANCE OF 107.90 FEET TO A POINT OF NON-TANGENT CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT WHOSE RADIUS POINT BEARS N39°17'59"W, HAVING A RADIUS OF 1142.00 FEET, A CENTRAL ANGLE OF 50°12'07" AND AN ARC LENGTH OF 1000.61 FEET TO A POINT OF TANGENCY;

THENCE N00°29'55"E A DISTANCE OF 670.82 FEET; THENCE S89°30'05"E A DISTANCE OF 1986.00 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 12; THENCE S00°29'55"W, ALONG SAID EAST LINE, A DISTANCE OF 760.57 FEET; TO THE POINT OF BEGINNING.

CONTAINING AN AREA OF 133.84 ACRES MORE OR LESS.

**EXHIBIT "B"**  
**Articles of Incorporation of Rye Ranch Master Property Owner's Association, Inc.**

FILED 13 2011:45  
SECRETARY OF STATE  
TALLAHASSEE, FL

ARTICLES OF INCORPORATION  
OF  
RYE RANCH MASTER PROPERTY OWNER'S ASSOCIATION, INC.  
(A Not-For-Profit Corporation)

The undersigned hereby executes these Articles of Incorporation for the purpose of forming a not-for-profit corporation under Chapter 617 Florida Statutes:

ARTICLE I  
NAME

The name of the corporation shall be RYE RANCH MASTER PROPERTY OWNER'S ASSOCIATION, INC. (hereinafter referred to as the "Master Association"). Its principal office shall be at 35100 State Road 64 E, Myakka City, FL 34251 or at such other place as may be designated, from time to time, by the Board of Directors.

ARTICLE II  
NOT-FOR-PROFIT CORPORATION

The Master Association is a not-for-profit corporation.

ARTICLE III  
DURATION

The period of duration of the Master Association is perpetual. Existence of the Master Association shall commence with the filing of these Articles with the Secretary of State. However, if the Master Association is dissolved, the control or right of access to the property containing the Common Areas, as defined in that certain Master Declaration of Covenants and Restrictions for Rye Ranch, as thereafter amended (the "Declaration"), shall be conveyed or dedicated to an appropriate governmental unit or public utility and if not accepted, the Master Association's right and obligations pertaining to the Common Areas shall be conveyed to a non-profit corporation similar to the Master Association.

ARTICLE IV  
PURPOSE

The powers of the Master Association shall include and be governed by the following provisions:

Section 1. Common Law and Statutory Powers. The Master Association shall have all of the common law and statutory powers granted to it under Florida law, as the same may be amended or supplemented, which are not in conflict with the terms of these Articles and the Declaration.

Section 2. Necessary Powers. The Master Association shall have all of the powers reasonably necessary to exercise its rights and powers and implement its purpose, including, without limitation, the following:

A. The power to adopt budgets and fix, levy, collect, and enforce by any lawful procedure all charges or assessments established by, or pursuant to, the Declaration, including, without limitation, adequate assessment of fees for the costs of operation and maintenance of the Surface Water Management System (if applicable) and assessments for services or materials for the benefit of Owners or the Property for which the Master Association has contracted with third party providers.

B. The power to expend monies assessed and collected for the purpose of paying the expenses of the Master Association, including without limitation costs and expenses of management, maintenance, monitoring, operation, repair and replacement of the Common Areas.

C. The power to purchase supplies, materials and lease equipment required for the maintenance, monitoring, repair, replacement, operation and management of the Common Areas.

D. The power to employ the personnel required for the operation and management of the Master Association.

E. The power to establish and maintain a reserve fund for capital improvements, repairs and replacements as set forth in the Declaration.

F. Subject to applicable laws, ordinances and governmental regulation, the power to adopt rules and regulations and to control and regulate the use of the Areas.

G. The power to enforce by any legal means the provisions of these Articles, the By-Laws and the Declaration.

H. The power to borrow money and to select depositories for the Master Association's funds, and to determine the manner of receiving, depositing, and disbursing those funds and the form of checks and the person or persons by whom the same shall be signed, when not signed as otherwise provided in the By-Laws.

I. The power to enter into a contract with any person, firm, corporation, or management agent of any nature or kind to provide for the management, maintenance, operation, repair, replacement and monitoring of the Common Areas or the operation of the Master Association. The contract may provide that the total operation of the managing agent, firm or corporation shall be at the cost of the Master Association. The contract may further provide that the managing agent shall be paid from time to time a reasonable fee. The power to delegate to the management agent, all of the powers and duties of the Master Association, except those matters which must be specifically approved by Members or the Board of Directors, as provided by the Declaration, these Articles of Incorporation, the By-Laws or applicable law.

J. The power to appoint committees as the Board of Directors may deem appropriate.

K. The power to collect delinquent assessments and fines by suit or otherwise, to abate nuisances and to fine, enjoin or seek damages from Owners, Neighborhood Associations, Members and other Persons in violation of the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

L. Subject to the terms of the Declaration, the power to bring suit and to litigate on behalf of the Master Association.

M. The power to adopt, alter and amend or repeal the By-Laws of the Master Association as may be desirable or necessary for the proper management of the Master Association.

N. The power to contract for all necessary insurance policies in favor of the Master Association.

O. The power to own, purchase, take, receive, lease, devise or bequest, or otherwise

deal in and with real or personal property, or any interest therein.

P. Sell, convey, mortgage, pledge, lease, transfer, or otherwise dispose of all or any part of its property and assets.

Q. The power to acquire, operate and maintain Common Areas, specifically including, but not limited to, roads, parks, trails, recreation areas or facilities, inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

R. Subject to the terms of the Declaration, the power to require all Neighborhood Associations and Owners, as defined in the Declaration, to be members of the Master Association.

S. The power to possess, employ and exercise all powers necessary to implement, enforce and carry into effect the powers above described.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers that may now or hereafter be allowed or permitted by law, subject to such limitations as may be set forth in these Articles, the Declaration or the By-laws. The Master Association's powers may be exercised by its Board of Directors, unless indicated otherwise by these Articles, the Declaration or the By-laws.

Section 3. Funds and Title to Properties. All funds and title to all properties acquired by the Master Association and the proceeds thereof shall be held in the name of the Master Association for the benefit of the Members in accordance with the provisions of the Declaration. No part of the income, if any, of the Master Association shall be distributed to the Members, directors, or officers of the Master Association. Nothing herein shall prohibit the Master Association from reimbursing its directors, officers and committee members for all expenses reasonably incurred in performing service rendered to the Master Association.

Section 4. Limitations. The powers of the Master Association shall be subject to and be exercised in accordance with the provisions of the Declaration.

#### ARTICLE VI QUALIFICATIONS OF MEMBERSHIP

The qualifications for membership and the manner of admission shall be as provided by the By-Laws of the Master Association.

#### ARTICLE VII VOTING RIGHTS

The Members shall have the right to vote on Master Association matters as provided in the Declaration and By-Laws.

#### ARTICLE VIII LIABILITY FOR DEBTS

Neither the Members nor the officers or directors of the Master Association shall be liable for the debts of the Master Association.

ARTICLE IX  
BOARD OF DIRECTORS

Section 1. The number of directors constituting the initial Board of Directors of the Master Association is three (3) and the names and addresses of the persons who will serve as the initial Board of Directors of the Master Association are:

Name	Address
Stephen J. Cerven	35100 State Road 64 E, Myakka City, FL 34251
Scott A. Falkner	35100 State Road 64 E, Myakka City, FL 34251
A. John Falkner	35100 State Road 64 E, Myakka City, FL 34251

Section 2. The Board of Directors shall be the persons who will manage the corporate affairs of the Master Association and are vested with the management authority thereof. The Board of Directors will be responsible for the administration of the Master Association and will have the authority to control the affairs of the Master Association, as are more fully set forth in the Declaration and the By-Laws of the Master Association.

Section 3. The method of election or appointment and terms of office, removal and filling of vacancies shall be as set forth in the By-Laws of the Master Association.

ARTICLE X  
BY-LAWS

The By-Laws of the Master Association may be adopted, amended, altered or rescinded as provided therein; provided, however, that at no time shall the By-Laws conflict with these Articles of Incorporation or the Declaration.

ARTICLE XI  
CONSTRUCTION

These Articles of Incorporation and the By-Laws of the Master Association shall be construed, in case of any ambiguity or lack of clarity, to be consistent with the provisions of the Declaration. In the event of any conflict between the terms of the Declaration, these Articles of Incorporation or the By-Laws, the following order of priority shall apply: the Declaration, the Articles of Incorporation and the By-Laws. Reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles, and the rules of interpretation set forth in the Declaration apply to the interpretation, construction, application, and enforcement of these Articles. By subscribing and filing these Articles, the Incorporator intends their provisions to be consistent with the provisions of the Declaration and to be interpreted, construed, applied, and enforced with those of the Declaration to avoid inconsistencies or conflicting results.

ARTICLE XII  
SOLE INCORPORATOR

The name and address of the sole incorporator is as follows:

Stephen J. Cerven  
35100 State Road 64 E.  
Myakka City, FL 34251

### ARTICLE XIII OFFICERS

The affairs of the Master Association shall be managed by a President, a Vice-President, a Secretary and a Treasurer, and if elected by the Board of Directors, any such other officers and assistant officers as may be designated by the Board of Directors, as more fully described in the By-laws. The names and addresses of the initial officers are as follows:

President:	Stephen J. Cerven
Vice President & Secretary:	Scott A. Falkner
Treasurer:	A. John Falkner

### ARTICLE XIV AMENDMENT

For so long as Declarant has the right to appoint or elect a majority of the Board of Directors, these Articles may be amended by Declarant without a vote of the membership and without the joinder or consent of the holder of any mortgage, lien or other encumbrance affecting any portion of the Property or any other Person. Thereafter, these Articles may be amended only upon a resolution duly adopted by the Board of Directors, with the affirmative vote or written consent of Members representing at least two-thirds (2/3) of the total votes of the Master Association, and the written consent of Declarant for so long as Declarant or any Builder owns and holds any Lot or portion of the Property for sale in the ordinary course of business.

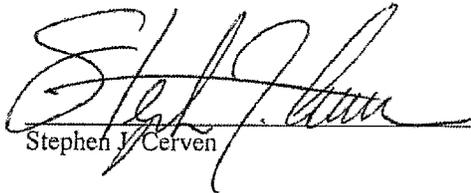
### ARTICLE XV REGISTERED AGENT AND REGISTERED OFFICE

The name of the initial registered agent shall be Blalock Walters, P.A., and the street address of the registered office of the Master Association shall be 802 11<sup>th</sup> Street West, Bradenton, Florida 34205. The Master Association shall have the change and designate a new registered agent, at any time, without amending these Articles of Incorporation.

### ARTICLE XVI INDEMNIFICATION

Every director and every officer of the Master Association shall be indemnified by the Master Association against all expenses and liabilities; including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a part or in which he may become involved by reason of his being or having been a director or officer of the Master Association, whether or not he is a director or officer at the time such expenses are incurred, except when the director or officer is guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Master Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of  
Incorporation this 10<sup>th</sup> day of December, 2021.

  
\_\_\_\_\_  
Stephen J. Cerven

STATE OF FLORIDA  
COUNTY OF MANATEE

BEFORE ME, the undersigned authority personally appeared Stephen J. Cerven, known to me and known by me to be the person described in and who executed the foregoing and who acknowledged before me that he executed the same for the uses and purposes therein expressed. He is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid, this 10<sup>th</sup> day of December, 2021.



Matthew R. Plummer  
\_\_\_\_\_  
(Print Name of Notary Public)  
Notary Public - State of Florida  
My Commission Expires: \_\_\_\_\_  
My Commission Number: \_\_\_\_\_

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN FLORIDA,  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

IN COMPLIANCE WITH SECTION 48.091, FLORIDA STATUTES, THE FOLLOWING IS  
SUBMITTED.

FIRST--THAT RYE RANCH MASTER PROPERTY OWNER'S ASSOCIATION, INC.,  
DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA, WITH  
ITS PRINCIPAL PLACE OF BUSINESS AT 35100 STATE ROAD 64 E, MYAKKA CITY, FL 34251.

SECOND--BLALOCK WALTERS, P.A., A FLORIDA CORPORATION, AS ITS AGENT TO  
ACCEPT SERVICE OF PROCESS WITHIN FLORIDA, WITH ITS PRINCIPAL PLACE OF BUSINESS  
AT 802 11TH STREET WEST, BRADENTON, FLORIDA 34205.

SIGNATURE:



DATE: December 10, 2021.

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED  
CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO  
ACT IN THIS CAPACITY AND I FURTHER AGREE TO COMPLY WITH PROVISIONS OF ALL  
STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES

SIGNATURE:

 on behalf of ~~Blalock Walters, P.A.~~

DATE: December 10, 2021.

RECEIVED  
CLERK OF COURTS  
MANATEE COUNTY  
FLORIDA  
DECEMBER 10 2021

**EXHIBIT "C"**  
**Bylaws of Rye Ranch Master Property Owner's Association, Inc.**

**BYLAWS OF**  
**RYE RANCH MASTER PROPERTY OWNER'S ASSOCIATION, INC.**

ARTICLE I  
NAME, PRINCIPAL OFFICE AND DEFINITIONS

1. Name. The name of the corporation is Rye Ranch Master Property Owner's Association, Inc. ("Master Association").
2. Principal Office. The Master Association's principal office shall at 35100 State Road 64 E, Myakka City, FL 34251, until otherwise changed by the Board of Directors.
3. Definitions and Interpretation. All capitalized terms used herein that are not defined shall have the meaning set forth in the Declaration of Easements, Covenants and Restrictions for Rye Ranch, to be recorded by Rye Ranch, LLC., a Florida limited liability company ("Declarant"), in the public records of Manatee County, Florida, as such declaration may be amended from time to time ("Declaration"). In the case of any conflict between the Declaration, the Master Association's Articles of Incorporation ("Articles") and these Bylaws, the Declaration governs over the Articles and Bylaws, and the Articles govern over the Bylaws, unless otherwise provided by law.

ARTICLE II  
MEETINGS OF MEMBERS

1. Membership. The Master Association shall have two (2) classes of membership, Class A and Class B, as defined in the Declaration. The provisions of the Declaration pertaining to membership are incorporated herein by this reference. Members of the Master Association are referred to generally in these Bylaws as "Members."
2. Place of Meetings. The Master Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate, or as otherwise set forth herein.
3. Annual Meetings. The annual meeting of the Master Association shall be held each year during the month of October or November, on such date and at such time and place as the Board determines. Annual meetings may be conducted electronically (i.e., via the Internet, intranet, or teleconference) if, and to the extent, permitted by law. No annual meeting shall need to be held until such time as the Class A Members are entitled to elect a director pursuant to the provisions of the Declaration.
4. Special Meetings. Special membership meetings may be called at any time: (a) by the President of the Master Association; (b) by the Board of Directors; or (c) upon the written request of the Members in good standing who are entitled to cast at least thirty percent (30%) of the total votes in the Master Association. Such meetings shall be held on such date and at such time and place as the Board of Directors determines.
5. Notice of Meetings. The President, the Secretary or the Officer or other persons calling a meeting of the Members shall give or cause to be given to all Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than fourteen (14) days but no more than forty-five (45) days prior to the meeting. In the case of a special meeting or when otherwise required by law, the Declaration, the Articles or these Bylaws, the purpose of the meeting shall

also be stated in the notice. No business shall be conducted or transacted at a special meeting except as stated in the notice.

6. Proof of Notice. The person or persons actually giving notice of any meeting shall execute an affidavit confirming compliance with the notice requirements for such meeting; and any such executed affidavit, attested by the Secretary and filed among the official records of the Master Association, is conclusive as to the regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

7. Waiver of Notice. A Member's attendance at any meeting constitutes a waiver by such Member of notice of the time, date and place thereof, and of all defects in notice, unless an objection on the basis of lack of proper notice is raised at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

8. Written Action. Any action required to be taken at a meeting of the Members by the Declaration, Articles, these Bylaws or Florida law may be taken without a meeting, without prior notice and without a vote if the action is approved by written consent of Members representing at least the minimum number of votes that would be necessary to authorize such action at a meeting where all Members entitled to vote were present and voted. Such approval shall be evidenced by one (1) or more written consents specifically authorizing the proposed action, dated and signed by approving Members holding the requisite number of votes. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members summarizing the authorized action.

9. Certificate. An instrument signed by any executive Officer of the Master Association, and attested by the Secretary, is conclusive proof that any required approval has been obtained in accordance with these Bylaws as to persons without actual knowledge to the contrary.

10. Quorum. The presence of Members in good standing in person or by proxy entitled to cast thirty percent (30%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members present and entitled to vote shall have the power to adjourn the meeting from time to time, as provided in Section 12 below, until a quorum is present or represented.

11. Adjournment. If any Master Association meeting cannot be held because a quorum is not present, the Members entitled to cast a majority of the votes present at such meeting may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the scheduled date of the original meeting. Unless the time and place at which the adjourned meeting will be held is announced at the original meeting, the Master Association shall give Members notice of the adjourned meeting not less than ten (10) days prior to the meeting. Otherwise, the Board shall provide notice to the Members of the time and place for reconvening the meeting in the manner prescribed for regular meetings of Members. At the reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the original meeting.

12. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing, dated and signed by the Member and filed with the Secretary prior to its use, and shall identify the Lot for which it is given and the meeting for which it is to be effective. No Person shall be permitted to hold more than five (5) proxies. A Member represented by a valid proxy at any meeting is "present" for all purposes. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is revocable at any time at the pleasure of the Member who executes it. A proxy shall automatically expire ninety (90) days from the date

of granting, unless a shorter period is provided in the proxy. A proxy shall not be valid for more than ninety (90) days.

13. Membership List. A complete list of the Members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Master Association's office, open to inspection by any Member. The list must also be available at any meeting for inspection by any Member.

14. Voting Requirements.

(a) Members shall have such voting rights as are expressly set forth in these Bylaws, the Articles or the Declaration, which provisions are specifically incorporated by this reference. Except where these Bylaws, the Articles or the Declaration establish different voting requirements or expressly require the approval of Declarant or any other Person, the majority vote of those Members entitled to vote present in person or by proxy at a duly called and convened meeting at which a quorum is present shall constitute the act of the membership. Only those Members shown as Members in good standing upon the Master Association's books are entitled to vote.

(b) After the Class B membership terminates pursuant to the Declaration ("Turnover"), the following actions must be approved by two-thirds (2/3) of the total votes of each class of Members, present in person or by proxy and voting at a duly convened meeting at which a quorum is present, and by Declarant for so long as Declarant is a Member: (i) any mortgaging of the Master Association's property; (ii) any merger or consolidation of the Master Association; or (iii) any dissolution of the Master Association. Before Turnover, the Members shall have no right to approve or disapprove the matters contemplated in this subsection.

(c) After Turnover, any purchase of additional lands to be owned by the Master Association for the benefit of Owners must be approved by two-thirds (2/3) of the total voting interests of the Members present in person or by proxy, at a meeting duly convened for such a purpose at which a quorum is present, and by Declarant for so long as Declarant is a Member. Before Turnover, the Members shall have no right to approve or disapprove the matters contemplated in this subsection.

(d) The right to cast the vote attributable to each Lot shall be determined, established and limited pursuant to the provisions of this Section:

(i) **Single Owner:** If the Lot is owned by one natural person, that person shall be entitled to cast the vote for the Lot.

(ii) **Multiple Owners:** If a Lot is owned by more than one person, either as co-tenants or joint tenants, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners and filed with the Secretary of the Master Association.

(iii) **Life Estate with Remainder Interest:** If a Lot is owned by a life tenant, with others owning the remainder interest, the life tenant shall be entitled to cast the vote for the Lot. If the life estate is owned by more than one person, the authority to vote shall be determined as herein otherwise provided for voting by persons owning a Lot in fee in the same manner as the life tenants own the life estate.

(iv) **Corporations:** If a Lot is owned by a corporation, the officers or employees thereof entitled to cast the vote for the Lot shall be designated by a certificate executed by an

executive officer of the corporation and attested by the Secretary or an Assistant Secretary, and filed with the Secretary of the Master Association.

(v) Partnership: If a Lot is owned by a general or limited partnership, the general partner entitled to cast the vote for the Lot shall be designated by certificate executed by all general partners and filed with the Secretary of the Master Association.

(vi) Trustees: If a Lot is owned by a trustee or trustees, such trustee or trustees shall be entitled to cast the vote for the Lot. Multiple trustees may designate a single trustee, or a beneficiary entitled to possession, and a single trustee may likewise designate such beneficiary as the person entitled to cast the vote for the Lot by a certificate executed by all trustees and filed with the Secretary of the Master Association.

(vii) Estates and Guardianships: If a Lot is subject to administration by a duly authorized and acting Personal Representative or Guardian of the property, then such Personal Representative or Guardian shall be entitled to cast the vote for such Lot upon filing with the Secretary of the Master Association a current certified copy of his Letters of Administration or Guardianship.

(viii) Tenants by the Entirety: If a Lot is owned by a husband and wife as tenants by the entirety, they may designate a voting member in the same manner as other multiple owners. If no certificate designating a voting member is on file with the Master Association, and only one of the husband and wife is present at a meeting, he or she may cast the vote for their Lot without the concurrence of the other owner. If both spouses are present, they may jointly cast the vote for their Lot, but if they are unable to agree on the manner of casting such vote, they shall lose their right to vote on such matter, although the Lot may still be counted for purposes of a quorum.

(ix) Leases: If a Lot is leased, the owner-lessor shall be entitled to cast the vote for the Lot, except that the owner may designate a lessee as the person entitled to cast the vote for the Lot by a certificate executed by all owners and filed with the Secretary of the Master Association.

(x) Certificate: Whenever a certificate designating a voting representative is permitted or required, such certificate shall, once filed, be valid until revoked. In the absence of a valid certificate, a Lot shall not be counted in determining a quorum unless all owners required to execute such certificate are present, in person or by proxy, and such Lot Owners shall lose their vote on any particular matter unless they concur on the manner in which the vote of the Lot is to be cast on that matter.

15. Joinder in Minutes of Meeting. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of such Members for the purpose of concurring in any action of a meeting.

16. Conduct of Meetings. The President shall preside over all Master Association meetings, provided that in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Master Association's minute books. At any meeting of the membership, a Member shall have the right to speak for at least three (3) minutes on any item properly before the meeting. The Board may adopt reasonable written rules governing the frequency, duration and other manner of Member statements consistent with Section 720.306, Florida Statutes.

17. Order of Business. The order of business at annual meetings, and as far as practical at all special meetings, shall be:

- (a) Election of Chairman of the meeting (if necessary).
- (b) Calling of the roll and certifying of the proxies.
- (c) Proof of notice of the meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers.
- (f) Reports of committees.
- (g) Election of directors.
- (h) Unfinished business.
- (i) New business.
- (j) Announcements.
- (k) Adjournment.

18. Delinquent Members. In accordance with the Declaration if any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Master Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated.

19. Proviso. Until the Declarant has terminated its control of the Master Association and its affairs in accordance with the Declaration, the proceedings of all meetings of the Members of the of the Master Association shall have no effect unless approved by the Board of Directors, except for the rights of the Class A Members to elect Directors following Turnover.

### ARTICLE III BOARD OF DIRECTORS

1. Qualification and Governance. The Board of Directors shall govern the Master Association's affairs. Each Director shall have one (1) vote. Directors, other than those appointed by Declarant, shall be Members. Directors must be at least eighteen (18) years old. If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a Director unless a written notice to the Master Association signed by the Owner specifies otherwise. An Owner or resident of any Lot on which any assessments, fines, or other charges owed to the Master Association are more than ninety (90) days past due is not eligible to serve as a Director. A person who has been convicted of a felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony under Florida law, is not eligible to serve as a Director unless his or her civil rights have been restored for at least five (5) years as of the date on which such person seeks election to the Board. The validity of any Board action is not affected if it is later determined that a Director was ineligible to serve.

2. Number of Directors; Initial Directors. At no time may the Board of Directors (the "Board") consist of fewer than three (3) Directors. Initially, the Board shall consist of three (3) Directors. The Board must consist of an odd number of Directors at all times.

3. Term of Office. So long as Declarant has the right to appoint all Directors, Directors shall hold office as determined by Declarant. Otherwise, the term of office for all Directors shall be one (1) year. Each Director shall hold office until a successor has been appointed or elected, as applicable, unless the Director sooner dies, resigns, is removed, is incapacitated or otherwise unable to serve. Directors may serve any number of consecutive terms.

#### ARTICLE IV

##### APPOINTMENT; NOMINATION, ELECTION, AND REMOVAL OF DIRECTORS:

1. Until Turnover. Until Turnover, Declarant has the right to appoint, remove and replace all members of the Board of Directors, who shall serve at the pleasure of Declarant. The first election of Directors shall be held following Turnover. Any vacancies occurring prior to the first election of Directors following turnover may be filled by the remaining Directors or the Declarant.

2. Upon Turnover. Upon Turnover, Members are entitled to elect at least a majority of the Directors. Declarant is entitled to appoint, remove and replace one (1) Director for so long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Property that will ultimately be operated by the Master Association. After Turnover, nominations for election to the Board of Directors may be made by a nominating committee appointed by the Board ("Nominating Committee"), or in any other manner determined by the Board of Directors from time to time. If there is no Nominating Committee, nominations may be made from the floor at the annual meeting. Nominations for positions on the Board of Directors may include as many persons as the Board of Directors shall in its discretion determine, but not less than the number of vacancies that are to be filled. Any Member other than Declarant or Builders may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee).

3. Election of Directors. Election to the Board of Directors shall be by secret written ballot. Directors shall be elected by the membership at the first meeting of Members held after Turnover. If the number of nominees is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without a vote. If the number of nominees exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the Members entitled to vote is elected. Cumulative voting is not permitted.

4. Removal; Vacancies. Any member of the Board of Directors can be recalled (voted out of office), with or without cause, by a majority vote of the total voting interests of the Master Association. However, if appointed or elected by a certain class of Members, only that class of Members can vote to recall a Director so elected or appointed. In the event of death, resignation or removal of a Director, a majority of the remaining members of the Board of Directors may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term. Following turnover, at any meeting at which a quorum is present, a majority of the Directors may remove any Director who has three (3) consecutive unexcused absences from Board meetings or who is more than thirty (30) days delinquent in the payment of any assessments or other charges due to the Master Association. The Board may appoint a successor to fill the vacancy for the remainder of the term. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose.

ARTICLE V  
MEETINGS OF DIRECTORS

1. Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within thirty (30) days of its election, at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary.
2. Regular Meetings. The Board may, from time to time, establish a schedule of regular meetings to be held at such time and place as the Board may designate.
3. Special Meetings. Special Board meetings must be held when called by the President, or by any two Directors.
4. Open to Members. All meetings of the Board must be open to all Members, except for:  
(a) meetings of the Board held for discussing personnel matters; (b) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; and (c) such other matters, if any, as provided by law.
5. Notice and Quorum.
  - (a) Notice; Waiver of Notice
    - (i) Notice to Directors. Notices of Board meetings shall specify the place and time of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each Director by personal delivery, first class mail, postage prepaid, facsimile, electronic mail or other electronic communication device, with confirmation of transmission. All such notices shall be sent to the Director's fax number, electronic mail address, or address as shown on the Master Association's records. Notices sent by first class mail shall be sent at least seven (7) business days before the time set forth meeting. Except for emergency meetings, notices given by personal delivery, facsimile, or other device shall be delivered or transmitted at least seventy-two (72) hours before the time set for the meeting. A Director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.
    - (ii) Notice to Members. Except for emergency meetings, notice of all Board meetings shall be mailed or delivered to each Member at least seven (7) days before the meeting, or, in the alternative, shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of the meeting. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting petitioned by Members in accordance with this Article V, Section 4 above, or at which special assessments or amendments to rules regarding use of Lots will be considered must be mailed, delivered, or electronically transmitted to each Member and posted conspicuously on the Property not less than fourteen (14) days before the meeting. Notice may be transmitted electronically only to those Members who have consented in writing to receive notice by electronic means, and then only in a manner authorized by law. A Member's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Member at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

(iii) Waiver of Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (1) a quorum is present, and (2) either before or after the meeting each Director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(b) Participation by Telephone. Members of the Board or any committee designated by the Board may participate in Board or committee meetings by means of telephone or other electronic means, through which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

(c) Quorum. At all Board meetings, a majority of the Directors shall constitute a quorum for all purposes, and the votes of a majority of the Directors present at a meeting at which a quorum is present shall constitute the act of the Board, unless otherwise provided in the Governing Documents or by Florida law. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of one or more Directors, if at least a majority of the required quorum for that meeting approves any action taken.

6. Conduct of Meetings. The President shall preside over all Board meetings, provided that in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the minute books. The Board may adopt reasonable written rules governing the right of Members to speak consistent with Section 720.303, Florida Statutes.

7. Adjournment. A majority of the Directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn the meeting to another time and place not less than five (5) but not more than thirty (30) days from the date of the original meeting, but notice of such adjourned meeting must be given to the Directors not present at the time of adjournment. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

8. Voting. Any Director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the Director votes against the action, or abstains from voting because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.

9. Action Without a Meeting. Any Board action taken or to be taken at a Board meeting may be taken without a meeting if a written consent to such action is signed by all Directors and filed in the minutes of the Board. Such consent shall have the same force and effect as a unanimous vote.

## ARTICLE VI POWERS AND DUTIES OF DIRECTORS

### 1. Powers of Directors.

(a) The Board of Directors may exercise for the Master Association all powers, duties and authority vested in or delegated to the Master Association and not reserved to the membership by other provisions of the Governing Documents or Florida law, including but not limited to the following:

(i) Operate the Master Association in accordance with applicable law, including, Chapters 617 and 720, Florida Statutes, the Declaration, Articles and the Bylaws;

(ii) Employ for the Master Association a manager, an independent contractor, or such other consultants or employees as they deemed necessary, and to prescribe their duties, provided, however, that the Board shall not delegate policy-making authority or ultimate responsibility for those duties set forth in this Article VI, Section 2 below. The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager that might arise between Board meetings;

(iii) Adopt, publish, and amend from time to time rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, establish penalties for the infraction thereof; and

(iv) Adopt and amend from time to time procedures for the Master Association's imposition of sanctions for violation of the Governing Documents.

(b) The Board shall not take any action, or implement any policy or program that would tend to impair rights of Declarant or Builders under the Declaration or these Bylaws, interfere with development or construction of any portion of the Property, or diminish the level of services the Master Association provides.

2. Duties of Directors. The Board of Directors has the following duties:

(a) As more fully provided in the Declaration:

(i) Prepare and adopt an annual budget, including maintenance of Common Area, and if elected by the membership in the manner proscribed by Florida law, to establish reserve accounts for replacement of those parts of the Common Area which have a limited useful life span;

(ii) Budget and fix the amount of the Annual Assessment against each Lot at least sixty (60) days before the fiscal year begins;

(iii) establish and fix the amount of the other assessments described in the Declaration;

(iv) send a copy of each annual budget, and written notice of the amount of the Annual Assessments or other assessments to be levied pursuant to such budget, to every Owner at least thirty (30) days before the fiscal year begins;

(v) foreclose the lien against any Lot for which assessments have not been paid, in accordance with the Declaration and applicable law or to bring an action at law against the Owner personally obligated to pay the same; and

(vi) levy fines and impose sanctions for violation of the Declaration and other published guidelines and standards imposed under the Declaration in the manner provided by the Declaration and applicable law;

(b) Provide for the operation, care, upkeep and maintenance of the Common Areas;

(c) Contract with and/or employ any and all contractors, managers, employees, or other personnel or entities necessary to carry out the duties and obligations of the Master Association contained in the Governing Documents;

(d) Supervise employees of the Master Association and, where appropriate, provide for compensation of such employees and for the purchase of necessary equipment, supplies, and materials to be used by such employees in the performance of their duties;

(e) Enter into, perform, and enforce contracts and other agreements between the Master Association and third parties;

(f) Open bank accounts on the Master Association's behalf and designate signatories;

(g) Deposit all funds received on the Master Association's behalf in a bank depository which the Board shall approve, and use such funds to operate the Master Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(h) Prepare, provide and file such financial reports and other reports as may be required by Chapter 720, Florida Statutes, subject to the terms thereof;

(i) Enforce by legal means, or in the manner provided in the Declaration, the provisions of the Governing Documents and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Master Association;

(j) Procure and maintain property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(k) Pay the cost of all services rendered to the Master Association;

(l) Keep a detailed accounting of the Master Association's receipts and expenditures;

(m) Make available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Master Association as provided in Article XIII, Section 3 of these Bylaws;

(n) Initiate or defend litigation on behalf of the Master Association;

(o) Maintain, and retain for the time periods required, the "official records" of the Master Association, as required by Chapter 720, Florida Statutes; and

(p) Otherwise undertake all duties, enforce all rights, and perform all obligations granted to the Master Association pursuant to the Declaration.

3. Standard of Care. The Board shall exercise its powers in a reasonable, fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. Directors shall discharge their duties in a manner that the Director reasonably believes in good faith to be in the best interests of the Master Association.

4. Compensation. No Director shall receive any salary or compensation for the performance of any duties as a Director or for any service he may render to the Master Association. The Master Association

may reimburse any Director or Officer for expenses he or she incurs on the Master Association's behalf upon approval of a majority of the other Directors.

5. Conflict of Interest. Notwithstanding anything in these Bylaws, the Articles or the Declaration to the contrary, any contract or other transaction between the Master Association and any of its Directors or Officers, or with any entity in which a Director or Officer has a financial interest, must comply with the requirements of Section 617.0832, Florida Statutes, and Chapter 720, Florida Statutes. Notwithstanding anything to the contrary contained herein, Directors appointed by Declarant may be employed by or otherwise transact business with Declarant or its affiliates, and Declarant or related entities may transact business with the Master Association or its contractors, subject to applicable law.

#### ARTICLE VII OFFICERS

1. Enumeration. The Master Association's Officers are a President, Vice President, Secretary, and Treasurer. The President and Secretary shall at all times be members of the Board of Directors. The Board may appoint by resolution such other Officers, who shall hold office for such period, have such authority, and perform such duties as the Board may determine, from time to time. Any two or more offices may be held by the same person, except the offices of President and Secretary.

2. Election and Term of Office. The initial Officers of the Master Association shall be elected by the Board at its organizational meeting or by unanimous written consent in lieu thereof, and thereafter at the first Board meeting following each annual meeting of the Members or by unanimous written consent in lieu thereof. Officers shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve. After Turnover, Officers may not hold the same office for more than two (2) consecutive terms.

3. Removal and Vacancies. The Board may remove any Officer with or without cause, by a vote of at least a majority of the Directors, and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4. Resignation. Any Officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

5. Powers and Duties. The Master Association's Officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Master Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Master Association's budgets as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

#### ARTICLE VIII COMMITTEES

1. Permanent Committees. At such time as the Master Association has the right to appoint the Design Review Committee as provided in the Declaration, the Board shall appoint a Design Review Committee on behalf of the Master Association.

2. Other Committees. The Board, from time to time, may appoint and dissolve such other committees as the Board deems appropriate in carrying out the business of the Master Association and to serve for such periods as the Board may designate by resolution. Committees may not act without specific Board authority and may not bind the Master Association contractually or financially.

3. Service Area Committee. To the extent that a Service Area Supplemental Declaration, as such is set forth in the Declaration, is recorded designating a portion of the Property as a Service Area then, after Turnover, an initial Service Area Committee shall be appointed by the Board from among the Owners or occupants of Lots in the Service Area. A Service Area Committee shall be operated in the manner set forth in this section, unless otherwise provided for in the Service Area Supplement. Unless otherwise provided in the Service Area Supplement, members of a Service Area Committee shall serve a 2- year term. After the initial Service Area Committee (appointed by the Board) serves the initial 2- year term, Members owning a Lot within the Service Area shall elect the members of the Service Area Committee. At any election of a Service Area Committee, only one (1) vote may be cast for each Lot in the Service Area and the three (3) candidates with the highest number of votes of the owners of Lots in the Service Area, present in person or by proxy, at a meeting duly convened for such purpose, shall be elected as members of the Service Area Committee. Any such Service Area Committee shall be created for the purpose of advising the Board of Directors on matters concerning Service Area Assessments.

#### ARTICLE IX

#### DECLARANT'S RIGHT TO DISAPPROVE

1. Notice to Declarant. For so long as Declarant or any Builder owns any portion of the Property, the Master Association shall give Declarant written notice of all meetings of the Members, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Master Association shall give such notice to Declarant at Declarant's principal address as it appears on the Department of State's records or at such other address as Declarant has designated in writing to the Master Association, or as to Board meetings, in accordance with Article V, Section 6 of these Bylaws. Such notice shall set forth with reasonable particularity the agenda to be followed at such meeting.

2. Declarant's Right to Disapprove So long as Declarant or any Builder holds any Lot for sale in the ordinary course of business, Declarant shall have a right to disapprove any action, policy, or program of the Master Association, the Board, and any committee that, in Declarant's sole judgment, would tend to impair rights of Declarant or Builders under the Declaration or these Bylaws, interfere with development or construction of any portion of the Property, or diminish the level of services the Master Association provides.

#### ARTICLE X

#### INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Master Association shall indemnify every Officer, Director, employee, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an Officer, Director, employee, or committee member, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Master Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the person did not act in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interest of the Master Association or that he or she had reasonable cause to

believe that his or her conduct was unlawful. The right to indemnification provided herein shall not be exclusive of any other rights to which any present or former Officer, Director, employee, or committee member may be entitled. In accordance with the procedures and subject to the conditions and limitations of Florida law, the Board may authorize the Master Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former Officer, Director, employee, or committee member in any proceeding to which he or she may be a party by reason of being or having been an Officer, Director, or committee member. The foregoing indemnification obligations shall be controlled and interpreted by applicable law with respect to the indemnification of directors and officers of a not-for-profit corporation.

The Board of Directors of the Master Association may purchase liability insurance to insure all directors, officers or agents, past and present, against all expenses and liabilities as set forth above. The premiums for such insurance may be paid by the Members of the Master Association as part of the Common Expenses.

#### ARTICLE XI ACCOUNTING

The Board shall follow the following accounting standards unless the Board specifically determines otherwise by a resolution duly adopted and permitted under Florida law:

1. Budget. The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the current expenses and may include funds for reserves. The budget may provide funds for specifically proposed and approved improvements. The Board of Directors shall adopt a budget in accordance with the Declaration.
2. GAAP. Accounting and controls should conform to generally accepted accounting principles.
3. No Commingling. The Master Association's cash accounts shall not be commingled with any other accounts, and during the period that Declarant has the right to appoint or elect at least a majority of the Board of Directors, operating accounts shall not be commingled with reserve accounts.
4. Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

#### ARTICLE XII EMERGENCY PROVISIONS

In the event of an "emergency" as defined in Sections (f) and (g) below, the Board may execute the emergency powers described in this Article XII and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time:

(a) The Board may name as assistant officers, any Members of the Master Association who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of emergency, to accommodate the incapacity or absence of any officer of the Master Association.

(b) The Board may relocate the principal office of the Master Association or designate alternative principal offices or authorize the officers to do so.

(c) During the emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication, radio, cellular phone, or e-mail. The Director or Directors in attendance at such meeting shall constitute a quorum and all actions taken thereat shall be actions of the Board.

(d) Corporate action taken in good faith during an emergency under this Article in the interest of the Master Association shall bind the Master Association and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any officer, director, or employee of the Master Association acting with a reasonable belief that his actions are lawful in accordance with these emergency provisions shall incur no liability for doing so.

(f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Article only, an "emergency" exists only during the period of the time that the Property or the immediate geographic area in which the Property is located, is subjected to:

- (i) A state of emergency declared by local, state or federal civil or law enforcement authorities;
- (ii) A hurricane warning;
- (iii) A partial or complete evacuation order;
- (iv) Federal or state disaster area status, or
- (v) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Property, such as an earthquake, tidal wave, hurricane, tornado, war, civil unrest, or an act of terrorism.

(h) An emergency also exists for purposes of this Article XII during the time when a quorum of the Board cannot readily be assembled because of the occurrence of an event as defined in subsection (g) above.

#### ARTICLE XIII MISCELLANEOUS

1. Fiscal Year. The Master Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year.

2. Conflicts. If there are conflicts among the provisions of Florida law, the Articles, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles, and these Bylaws (in that order) shall prevail.

3. Books and Records.

(a) Inspection by Members and Mortgagees. The official records of the Master Association shall be maintained within the State of Florida for at least seven (7) years and shall at all times during reasonable business hours, be subject to inspection by any Member within ten (10) business days after

receipt by the Master Association of a written request, subject to rules adopted by the Board from time to time reasonably restricting the frequency, time, place, and manner of inspection. The Board shall provide for such inspection to take place within forty-five (45) miles of the Property or within the County in which the Master Association is located. The Board may comply with this Section by making the records available to a Member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed on request. A Member or the Member's authorized representative may use a portable scanning device or similar technology to make an electronic copy of records which the Member would otherwise be entitled to copy hereunder. Notwithstanding the above, the exempted records listed in Section 720.303(5), Florida Statutes shall not be available to Members for inspection or copying.

(b) Rules for Inspection. The Board may adopt reasonable written rules governing the frequency, time, location, notice, scope, and manner of inspections but may not require that an Owner state or demonstrate any proper purpose for the inspection or state any reason for the inspection, and may not limit an Owner's right to inspect records to less than one 8-hour business day per month. The Master Association shall maintain an adequate number of copies of the recorded governing documents to ensure availability to Members and prospective Members. The Master Association shall have the right to require reasonable proof that any person requesting access to the records of the Master Association is either a Member or an authorized representative of a Member. If the Master Association has a copy machine, it must provide Owners with copies requested if fewer than twenty-five (25) pages. The Master Association may charge up to \$0.25 per page. If the copies requested exceed twenty-five (25) pages, an outside duplicating service may be used and actual costs, as supported by the vendor invoice, may be charged. In addition, the Master Association may charge fees to cover the costs for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and the personnel costs do not exceed \$20.00 per hour; provided, however, that personnel costs may not be charged for records requests that result in the copying of twenty-five (25) or fewer pages.

(c) Inspection by Directors. Every Director shall have the absolute right at any reasonable time to inspect all Master Association books, records, and documents and the physical properties owned or controlled by the Master Association. A Director's right of inspection includes the right to make a copy of relevant documents at the Master Association's expense.

(d) Additional Information. Neither the Master Association nor any authorized agent thereof shall be required to provide a prospective purchaser or lienholder with information about the Property or the Master Association except as required by Section 720.301, Florida Statutes. If, upon request of the current Owner, the Master Association elects to provide information which is not required by law to be provided or disclosed, it may charge a reasonable fee to the current Owner for providing good faith responses to requests for such information, such fee not to exceed the amount set forth in Section 720.303, Florida Statutes, as it may be amended, plus the reasonable cost of photocopying and any attorney fees incurred by the Master Association in connection with such response.

(e) Minutes of Meetings. Minutes of all meetings of Members and of the Board of Directors shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Master Association shall retain these minutes for at least seven (7) years.

#### 4. Amendment.

(a) Prior to Turnover, Declarant shall have the right to unilaterally amend these Bylaws for any purpose, except as prohibited by law. After Turnover, these Bylaws may be amended only with the approval of at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting

duly convened for such purpose, at which a quorum is present, and with the written consent of Declarant for so long as Declarant or any Builder is a Member.

(b) Notwithstanding Subsection (a) above, after Turnover, no amendment to these Bylaws which purports to change the quorum requirement or percentage of votes necessary to take action under a specific clause shall be effective unless approved by at least that fraction or percentage of votes that would be required for action to be taken under that clause. A copy of any amendment shall be provided to the Owners within thirty (30) days after same is executed and all necessary consents (if any) are obtained.

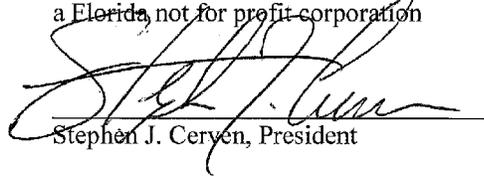
(c) No amendment may remove, revoke, or modify any right or privilege of Declarant without the written consent of Declarant, or the assignee of such right or privilege.

*[Attestation follows.]*

ATTESTATION

IN WITNESS WHEREOF, the undersigned has signed this document for the purpose of authenticating it as the Bylaws of Rye Ranch Master Property Owner's Association, Inc., a Florida not for profit corporation, as adopted by its Board of Directors, this 10<sup>th</sup> day of December, 2021.

RYE RANCH MASTER PROPERTY  
OWNER'S ASSOCIATION, INC.,  
a Florida not for profit corporation



Stephen J. Cerven, President