

Otter Woods Estates

HOA Summary

This summary is provided for general informational purposes and is not part of the recorded HOA documents nor a full list of restrictions and covenants. Refer to the full HOA governing docs for a complete understanding of the Homeowners' Association covenants, bylaws, and restrictions. **WRITTEN APPROVAL FROM THE ARCHITECTURAL REVIEW BOARD IS REQUIRED PRIOR TO MAKING ANY EXTERIOR CHANGES TO THE PROPERTY.**

Fences

Materials: Allowed – White or tan polyvinyl chloride (PVC) or black aluminum fence. Not allowed - chain link barbed wire, or electric strands.

Height: Minimum of three (3) feet and maximum of six (6) feet

Landscaping and Yard Use

Trees, plants, and landscaping: Any changes to the yard, landscaping, shrubbery and any flora must be approved prior to changing.

Garden beds: No limitations noted

Swing sets and sports equipment: Allowed – cannot be seen from any street

Sheds: Sheds are permitted as long as they are no higher than 8 ft, architecturally complimentary to the dwelling, located in back yard and surrounded by a 6 ft fence with prior approval.

Swimming pools: Allowed - In ground. Not allowed - above ground.

Parking and Motor Vehicles

Commercial / Work Vehicles: Allowed in garage

Boats, RV's, ATV's, jet skis, etc.: Allowed in garage

Trailers: Allowed in garage

Animals

Number: No more than a total of three (3) commonly accepted household pets (such as dogs and cats) may be kept on a Lot or within a Home contained on a Lot.

Restrictions: No breed who is noted for its viciousness or ill tempered, in particular, the "Pit Bull".

Livestock: Not allowed

Rentals

Long term: No less than 7 months

Short term: Not allowed

See recorded HOA documents in pages that follow



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For informational purposes only; subject to change without notice. Refer to the full covenants and association governing docs for a complete understanding of the Homeowners' Association.

Return to:
Clayton Properties Group, Inc.
3020 S. Florida Ave.
Suite 101
Lakeland, FL 33803

INSTR # 2023120245
BK 12701 Pgs 1378-1434 PG(s)57
05/23/2023 02:28:14 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 486.00

AMENDED AND RESTATED
DECLARATION OF COVENANTS AND CONDITIONS
FOR
OTTER WOODS ESTATES

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR OTTER WOODS ESTATES ("**Declaration**") is made by all of the Members (as defined herein) reflected on Exhibit "A" attached hereto and joined in by Otter Woods Estates Homeowners' Association, Inc., a Florida not-for-profit corporation ("**Association**").

WHEREAS, Otter Pond Development, LLC, a Florida limited liability company ("**Original Declarant**") previously executed and encumbered the Property with the Declaration of Covenants and Restrictions for Otter Woods Estates, dated and recorded July 26, 2022, Book 12354, Page 0359, in the Official Records of Polk County, Florida ("**Original Declaration**").

WHEREAS, all of the Member desire to amend and replace in its entirety the Original Declaration.

WHEREAS, the Member intends to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties. Member desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration;

WHEREAS, Member hereby declares that all of the property described in **Exhibit "B"** shall be held, sold, and conveyed subject to the following easements, restrictions and covenants, which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, personal representatives, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1: DEFINITIONS. Unless the context expressly or necessarily requires otherwise, the following terms have the following meanings wherever used in the Legal Documents.

(a) “Act” means Chapter 720, Florida Statutes, as may be amended from time to time.

(b) “Applicable Law” means any constitutional provision, statute, ordinance, rule, regulation, order, permit requirement, resolution, or other positive enactment having the force of law and (i) from time to time applicable to the Properties, any activities on or about the Properties, the Association, or any person affected, and (ii) validly enacted, promulgated, adopted, or enforced by any sovereign. To the extent not inconsistent with the context, such term also includes the general principles of decisional law.

(c) “A.R.B.” means the Architectural Review Board.

(d) “Articles of Incorporation” or “Articles”, means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles of Incorporation as filed with the Florida Department of State. Any future amendments to the Articles need not be recorded in the public records of the County.

(e) “Assessment” means any assessment levied hereunder pursuant to Article VIII.

(f) “Association” means OTTER WOODS ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, organized or to be organized under Chapter 617, Florida Statutes, and the Act. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

(g) “Association Documents” shall mean the Association’s Articles of Incorporation and By-laws as the same may from time to time be amended and exist.

(h) “Board” or “Board of Directors” means the Association’s Board of Directors, as from time to time duly constituted pursuant to the Articles and By-Laws, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

(i) “Builder” means any person who from time to time acquired an interest in any of the Properties from Original Declarant for the purpose of constructing Home(s), but who is not designated a “Declarant” in a recorded instrument.

(j) “By-Laws” means the By-Laws of the Association as may be amended from time to time. Any amendments to the By-Laws need not be recorded in the public records of the County.

(k) "Common Property" or "Common Properties" shall mean all real property interests and personality within Otter Woods Estates designated as Common Property from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Otter Woods Estates. The Common Properties include, without limitation, shown on **Exhibit "B"** attached hereto and may also include, without limitation, storm water management system (SWMS), open space areas, recreational facilities, tot lots, landscape easement areas, entrance features, improvements, easement areas owned by others, additions, irrigation pumps, wetlands, wetland mitigation areas, buffer areas, upland conservation areas, drainage easements, lakes, canals, irrigation areas, irrigation lines, sidewalks, streets, parking areas, lights, electronic gates, walls, commonly used utility facilities, signage, other lighting, and landscaping within property owned by the ASSOCIATION. The Common Properties do not include any part of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON PROPERTIES" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT BUILDER OR ASSOCIATION TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON PROPERTIES TO BE OWNED, LEASED BY OR DEDICATED TO THE COMMUNITY ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

(l) "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties pursuant to this Declaration, the Articles, the By-Laws or any rules promulgated thereunder, or any agreement properly entered into by the Association, including, but not limited to, (a) the expenses incurred in connection with the ownership, maintenance, repair, replacement, reconstruction or improvement of the Common Property and/or real property held in title by the Association, if any, as provided for pursuant to this Declaration (which expenses may, but shall not necessarily, include utilities, taxes, assessments, insurance and repairs); (b) the expenses of obtaining, repairing or replacing personal property owned by the Association; (c) the expenses incurred in the administration and management of the Association; (d) the fees associated with bulk service arrangements, if any, entered in to by the Original Declarant or the Association (as the case may be) for the provision of services to the Community; and (e) the expenses declared to be Common Expenses pursuant to this Declaration or the Articles or the By-Laws. Common Expenses do not necessarily apply to all Lot Owners, and Common Expenses shall be collected through the various types of assessments as contemplated hereunder

(m) "Community" shall mean the Lots and Lot Owners within Otter Woods Estates

- (n) "County" means Polk County, Florida
- (o) "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Otter Woods Estates, as from time to time amended.
- (p) "Entry Wall" means one or more walls or similar structure installed on or along any of the perimeter boundaries of the Properties or at any entrances to the Properties or within the Properties, together with any footing, related equipment (including wiring or irrigation systems), landscaping, gates and other appurtenances, and any replacements of any of the foregoing.
- (q) "First Mortgage" means a valid Mortgage (as defined hereinafter) having priority over all other mortgages on the same property.
- (r) "First Mortgagee" means the holder of a recorded First Mortgage encumbering a Lot and the Home thereon, if any.
- (s) "Home" means a single family detached residential housing unit or dwelling consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family as constructed upon a Lot.
- (t) "Homeowner" or "Lot Owner" means any person(s) who from time to time hold(s) record fee simple title to any Lot. If more than one person holds such title, all such persons are Lot Owners, jointly and severally. Builder is a Lot Owners with respect to each Lot from time to time owned by such Builder.
- (u) "Legal Documents" means this Declaration, the Plat, the Articles, the By-Laws, and the Association's rules and regulations.
- (v) "Lot" means each residential subdivision lot delineated as such on the Plat and on future plat(s) of Otter Woods Estates.
- (w) "Lot Assessment" refers to those assessments which shall be imposed upon Lots only, including the General Lot Assessment, Special Lot Assessments and Specific Lot Assessments, as more specifically described herein.
- (x) "Member" means a member in the Association, as provided herein.
- (y) "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation
- (z) "Mortgagee" means the person or persons who, individually or collectively, from time to time is or are the record owner(s) of mortgage.
- (aa) "Mortgagor" means any Person who gives a Mortgage.
- (bb) "Person" means any natural person or artificial entity having legal capacity.
- (cc) "Plat" means the subdivision plat of Otter Woods Estates as recorded in Plat Book 193, Page(s) 12-14, Polk County Public Records, as from time to time amended.

(dd) “Property” or “Properties” means all lands from time to time included within the boundaries of the Plat. The term “Otter Woods Estates” shall also mean the “Properties”.

(ee) “Resident” means a permanent occupant of a Home who is not a Lot Owner, but occupies pursuant to a lease or other formalized arrangement with such Lot Owner pursuant to the terms of this Declaration, including all approvals required herein.

(ff) “Rules and Regulations” shall mean collectively the Rules and Regulations governing Otter Woods Estates as duly promulgated by the Association.

(gg) “Turnover Date” shall mean the date on which transition of control of the Association from Original Declarant to Owners occurs.

(hh) “Work” means the development of the Properties as a residential community by, among other things, the Original Declarant’s construction and installation of streets, buildings, and other improvements, including residential dwellings, and the sale, lease or other disposition of any part of the Properties as completed Lots, with or without residential dwellings.

(ii) “SWFWMD” or “WMD” means the Southwest Florida Water Management District, the governmental entity created to oversee certain water management requirements in connection with the Property, among others.

(jj) “Stormwater Management System” means a 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, overdrainage, environmental degradation, and waster pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. ERP permit on file with SWFWMD.

Section 2: INTERPRETATION. Unless the context expressly or necessarily requires a contrary interpretation, the following shall apply to interpreting the Legal Document:

(a) Number and Gender. The use of the singular includes the plural, and vice versa; and the use of any gender includes all genders.

(b) Expense. Any action is at the expense of the person (with the exception of this Association) required to take it, whether taken by or for the account of such person.

(c) Headings. Headings are for the indexing and organization only and may not be used to interpret any substantive provisions.

(d) Inclusion. Each use of the terms “Common Properties”, “lot”, “Properties”, “Entry Wall”, “Wall” and “Conservation Areas” includes (i) any parts applicable to the context, with the same effect as though the words “all or any applicable portion of the” immediately preceded each use of such term, and (ii) any improvements, structures, fixtures, attachments, trees, vegetation, and other appurtenant property, together with the

benefit of any easements and other appurtenant rights.

(e) Schedule. The terms defined in the attached "Schedule of Defined Terms" have the meanings respectively set forth in such Schedule.

The term "Article" and the term "Paragraph" where used throughout this Declaration shall mean the same, unless the context requires otherwise. The words "must," "should," and "will" have the same legal effect as the word "shall." The term "Section" where used throughout this Declaration shall refer to that portion of the Article indicated, unless the context requires otherwise.

The Legal Documents must be interpreted to avoid inconsistent results and otherwise in a reasonable, practical manner to effect its purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for its development and enjoyment as a residential community. This Declaration will not be interpreted against Builder solely because Builder is the sole Member.

ARTICLE II RETENTION PONDS AND DRAINAGE EASEMENTS

Section 1: DRAINAGE EASEMENTS. The areas marked "Drainage Easement" on the Plat, are dedicated to the ASSOCIATION for installation, maintenance, restoration, and removal of drainage facilities from time to time serving the Properties and other lands in the manner provided by applicable law. The foregoing grant supplements and is cumulative to any drainage easements established by the Plat. No such easement, whether granted by this Declaration, the Plat, or any other instrument authorizes the right of access or use to the general public.

Section 2: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

(a) 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 areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Brooksville Regulation Department (the "SWFWMD").

(b) The Agency 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 and repair of the stormwater management system.

(c) Any amendment of the Declaration that alters the stormwater management system, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the common areas, must have the prior approval of the Agency.

(d) The Association shall exist in perpetuity. However, if the Association ceases to exist, the system shall be transferred to and maintained by one of the entitles

identified in Sections 12.3.1(a) through (f), of the Environmental Resource Permit Applicant's Handbook Volume 1, and such entity shall be responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

(e) The Association shall levy and collect adequate assessments against member of the Association for the costs of maintenance and operation of the stormwater management system.

(f) These restrictions shall be in effect for thirty (30) years and shall continually renew for additional periods of twenty-five (25) years, perpetually.

Section 3: MAINTENANCE. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices, which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Agency. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the Agency.

ARTICLE III LOT SERVITUDE

Section 1: USE. No building, structure or improvement shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling, and only patios, porches, garages, temporary structure (as hereinafter defined), a swimming pool, tennis court with A.R.B. approval, landscaping, walls, fencing, driveways and sidewalks, appurtenant thereto. Each dwelling must have a minimum garage size of 400 square feet.

Section 2: PLAN OF DEVELOPMENT/CERTAIN RIGHTS OF BUILDER. The planning process for Otter Woods Estates is an ever-evolving one and must remain flexible in order to be responsive to and accommodate the needs of the Members. Future phases (if any) of Otter Woods Estates may be developed into residential lots. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Otter Woods Estates as fully developed.

Section 3: TEMPORARY STRUCTURES. No structure of a temporary character, shed, trailer, tent, shack, stand-alone garage, barn or other outbuilding (a) shall be used on any portion of the Property at any time as a residence either temporarily or permanently, except that Builder may place any type of temporary structure on any portion of the Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Property for any other purpose without the prior written approval of the A.R.B. (Builder shall be exempt from this approval requirement with regard to Lots owned by Builder). A utility shed will be permitted as long as said utility shed is no higher than eight (8) feet in height, said utility shed is architecturally complimentary to the dwelling, said utility shed is located in the back yard and the back yard is enclosed by a six (6) foot privacy fence and has been approved by the

A.R.B.

Section 4: MINIMUM RESIDENCE SIZE. No dwelling in the subdivision shall be erected or allowed to remain on any Lot unless the living area of the main dwelling, exclusive of porches, patio or garage, shall be a minimum of 1,400 square feet with a maximum of 10% of the units having a minimum living area of 1,250 square feet. All such Homes shall have at least two (2) inside baths. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub and a toilet and wash basin. All such Homes shall have at least a two (2) car garage attached to and made part of the Home. No such Home shall exceed two and one-half (2 1/2,) stories, nor forty-five (45) feet in height. All such Homes shall be constructed with concrete or brick paver driveways and grassed front, side and rear lawns. Each such Home shall have a shrubbery planting in front of the Home.

Section 5: MINIMUM LOT SIZE. No Lot shall be less than 5,500 square feet (Minimum width 50 feet & Minimum depth 110 feet). Builder may convey a portion of an adjacent lot so long as remainder is not less than 5,500 square foot.

Section 6: NUISANCE PROHIBITED. No residence or other structure on any Lot shall be used for commercial or business purposes, except as otherwise provided for in this Declaration. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices on a non-commercial basis shall be permitted only if screened or shielded from view. The shooting of firearms, fireworks or pyrotechnic devices of any type or size and such other inherently dangerous activities, shall not be pursued or undertaken on any Lot or within the Properties. The term "firearms" includes "B-B" guns, paintball guns, pellet guns, and other firearms of all types, regardless of size.

(b) No rubbish of any character whatsoever, nor any substance, thing, or material, shall be kept or burned upon any Lot which would be unsightly, or which would emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Properties.

Section 7: DRAINAGE SYSTEMS. 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 surface water management system approved and on file with the SWFWMD. Catch basins and draining areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Builder may obstruct or re-channel the drainage flows after relocation and installation of drainage swales, or storm drains. A perpetual easement is hereby reserved across the Properties for the purpose of altering drainage and water flow.

Section 8: ON SITE CONSTRUCTION REQUIRED. No structure shall be moved

onto any Lot except a builder's temporary structure, which shall be used by the Builder in connection with construction work and activities engaged upon any Lot.

Section 9: ANIMALS. No more than a total of three (3) commonly accepted household pets (such as dogs and cats) may be kept on a Lot or within a Home contained on a Lot. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially confirm to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.

(a) Swine, goats, horses, pigs, cattle, sheep, chickens, and the like, are hereby specifically prohibited from being kept in the Community. Animals, fowl, birds and reptiles which are deemed by the Board to be obnoxious are prohibited. The determination of what is or what may be obnoxious shall be determined by the Association in its sole discretion. No animal breeding or sales as a business shall be permitted in the Community.

(b) A determination by the Board that an animal or pet kept or harbored in a Home on a Lot is a nuisance shall be conclusive and binding on all parties. No pet or animal shall be kept on the exterior of a Lot or upon the Common Property, or left unattended in a yard or on a balcony, porch, patio or lanai. All pets shall be walked on a leash and no pet shall be permitted to leave its excrement on any portion of the Property, and the owner of such pet shall immediately remove the same. No pet shall be permitted outside a Home except on a leash. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice.

(c) Each Lot Owner, by virtue of taking title to a Lot, and each Resident shall indemnify the Association, Original Declarant, and Builder and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Lot Owner or Resident having any pet upon a Lot or any other portion of any property subject to this Declaration. The Association shall have the power and right to promulgate Rules and Regulations in furtherance of the provisions of this Section, including, but not limited to, weight limitations, the number of pets and breeds of pets.

(d) Notwithstanding any provision herein to the contrary, Builder in its sole discretion and as it may deem necessary and appropriate, shall be entitled to grant a waiver to the three (3) pet limit. However, no waiver to the three (3) pet requirement shall exceed five (5) pets. In the event such a waiver is granted (which shall be in writing and shall specifically reference this subsection and shall be delivered to the Association for inclusion in its official records), the Lot Owner shall be permitted to maintain any such pet(s) which exceed the three (3) pet limit for the remainder of such pet(s) life, but shall not be entitled to replace any pet that dies for so long as the three (3) pet limit is exceeded. By way of example, if a waiver is granted to permit four (4) pets, when one pet dies, it cannot be replaced, but upon the death of two pets, the owner shall then be permitted to replace one

of the pets so as to be in compliance with the three (3) pet limit. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice by the Association to the Lot Owner thereof or to the owner of the Lot containing such pet. Any waiver is not transferable to subsequent lot owners.

Section 10: SIGNS AND FLAGS. In General. No sign, billboard or advertising of any kind shall be displayed to public view on any part of the Property without the prior written approval of the A.R.B. Any such request submitted to the A.R.B. shall be made in writing, accompanied by a drawing or plan for one (1) standard real estate sign to be placed in the front yard within three feet of a free-standing mailbox, or if no mail box exists then between four and ten feet inside the front Lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of a Lot Owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot in any place. Notwithstanding the foregoing provisions, the Builder specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any portion of the Property. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Property shall be permitted.

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

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

(c) Concerning Signs. Builder is specifically exempt from the provisions of this Section and as such shall be entitled to erect such signs as deemed necessary or desirable in Builder's sole discretion from time to time. No amendment or modification to this Section pertaining to signs shall be effective without the prior written consent of Builder for so long as Builder owns any portion of the Property.

Section 11: EXTERIOR ATTACHMENTS. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home contained on a Lot shall be permitted without any requirement for approval from the Board of Directors. Satellite dishes, aerials and antennas (including, but not limited to, radio antennas) shall not be attached to any dwelling and must be pole mounted and located in the rear of the property

except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996) as amended. The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate Rules and Regulations concerning the size and location of, and safety restrictions pertaining to, the installation of such television signal reception equipment.

Notwithstanding any provision to the contrary, (a) the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Property, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television signals to be utilized by the residents of the Community or for security purposes, and (b) only antennae, aerials and satellite dishes which are designed to receive television signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted).

All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the afore described area which is not between the side street and the side dwelling line. All clothes poles shall be capable of being lifted and removed by one (1) person within fifteen (15) minutes time and shall be removed by the Lot Owner when not in actual use for clothes drying purposes.

Section 12: FENCES. Builder, and/or a Lot Owner shall be permitted to add fences and/or walls to a Home on a Lot in order to privatize their Lot and Home, but no such fence and/or wall shall be erected without the prior written approval of the A.R.B. The A.R.B. shall consider the design, location and specifications of a proposed fence and/or wall to ensure that all elements of same are consistent with the Architectural styling of the Home, surrounding Homes and the Community as a whole. The A.R.B. shall be entitled to determine the materials, height and appearance of each type of fence and wall, based upon location within the Community, the purpose of the fence and/or wall, the durability of the materials to be utilized, the impact of the resulting visual effect of the fence and/or wall, and all other matters deemed to be relevant by the A.R.B., with the goal being to ensure a consistent quality of placement, design and materials.

(a) The location, type and design of all proposed fences and/or walls shall be approved by the A.R.B. prior to installation. Unless otherwise approved by the A.R.B., all fences constructed within the Community by Lot Owners shall be made of white or tan polyvinyl chloride (PVC) or black aluminum. Unless otherwise installed by Builder in connection with development of a Home on a Lot, no chain link fences shall be allowed. No barbed wire or electric strands shall be used as a fence or part of a fence. All walls, where permitted, shall be of the same or complementary material and design as the Home. Fence shall be limited to only white or tan picket (PVC) black vinyl coated chain link fence or black aluminum across the rear of waterfronts or preservation areas.

(b) Where a proposed fence or wall is deemed by the A.R.B. to be unnecessary or unsightly and detracting from the character of the Community, a landscape screen in lieu of a fence or wall may be required. In general, fences or walls are not encouraged

within the Community except where integrated with the design of the Home and enhance the overall character of the Community. Hedges and/or clusters of trees and understory shrubs are preferred.

(c) Fences and/or walls, where permitted, shall be high enough to provide definition and privacy, yet low enough to remain unobtrusive. Heights shall range from a minimum of three (3) feet to a maximum of six (6) feet, measured from grade. No fence or wall over six (6) feet in height shall be permitted, except as may be installed by Builder.

(d) Notwithstanding anything herein to the contrary, any Owner upon whose Lot contains approved fences and/or walls pursuant to this Section which have gate or locking mechanisms (such gate/locking mechanisms to be pre-approved via prior written approval of the A.R.B.) shall submit a valid key/code to any such gate/locking mechanisms to the Association in order to allow the Association reasonable access to the premises for purposes of maintenance obligations of the Association, as provided herein, or in the event of other need for entry onto the enclosed premises as otherwise provided herein.

(e) Fences and/or walls in the front yard areas of a Lot shall not be permitted except where such elements are integral with the architecture of the Home and, in the opinion of the A.R.B., enhance the character of the Community. In such instance, the maximum height of such elements shall not exceed three and one-half (3-1/2) feet in height, measured from grade. Complete enclosure of rear yards by walls and/or fencing is also discouraged, as the feeling of open space and the unity of the surrounding area is an important part of reinforcing the natural character of the Community.

(f) Builder has pre-established, or shall establish prior to the first closing of the sale of a Lot to a third party, certain standards for fences and/or walls which are acceptable for the Community. Such standards shall be provided to Lot Owners, and may include, as deemed appropriate, specifications pertaining to permitted materials and locational and sight criteria, as well as other specifications. The Board shall promulgate such standards as rules of the Association and the A.R.B. shall be required to utilize such standards in consideration of a request for installation of a fence or wall by a Lot Owner. Builder shall have the right and power, from time to time and without requirement for consent of or approval from any Person or party, to modify such standards for fences and walls, and the A.R.B. shall be required to enforce and utilize all such modifications that are made from time to time.

(g) Notwithstanding any provision to the contrary contained in this Declaration or in any rules promulgated by the Association, a Lot Owner shall be required to satisfy all applicable governmental requirements pertaining to fences or walls prior to installation and construction.

(h) Notwithstanding any provision to the contrary contained in this Declaration or in any rules promulgated by the Association, a Lot Owner shall be required to satisfy all applicable governmental requirements pertaining to fences or walls prior to installation and construction.

Section 13: COMMERCIAL USES. No trade or business may be conducted in or from any Home on a Lot, except that a Lot Owner, Resident or occupant residing in a Home on a Lot may conduct business activities within such Home so long as: (a) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Home and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Home shall not be considered a trade or business within the meaning of this Section.

Every person, firm or corporation purchasing a Lot recognizes that the Builder and its agents and designated assigns have and shall have the right to (i) use Lots for sales offices, field construction offices, construction trailers, parking facilities, storage facilities, general business offices, washout areas, a sales/model center and (ii) maintain fluorescent lighted or spotlight furnished model homes in the Community open to the public for inspection seven (7) days per week for such hours as are deemed necessary by the Builder. Builder's rights under the preceding sentence shall terminate on the date that is twenty (20) years after this Declaration is recorded, or for so long as Builder operates a sales model center within the Community; provided, however, that if Builder determines it is appropriate to terminate such rights prior to either of the foregoing occurrences, Builder may do so by recording its abandonment of such rights by an instrument recorded in the public records of the County. It is the express intention of this Section that the rights granted to Builder to maintain sales offices, general business offices, a sales/model center and model homes shall not be restricted or limited to Builder's sales activity relating to the Community but shall benefit Builder in the construction, development and sale of such other property and Lots which Builder may own.

Section 14: REQUIRED ENCLOSURE. All garbage or trash containers, oil tanks, bottle gas tanks, water tanks, water softeners, wood piles, and other similar items, structures, equipment, apparatus or installations shall be placed under the surface of the ground or within walled or fenced or landscaped areas so as not to be visible from the public streets, street rights of way, or neighboring Lots.

Section 15: BURNING OF TRASH PROHIBITED. Burial or burning of trash will not be permitted. All trash and debris shall be removed on a continuing basis from each Lot.

Section 16: APPEARANCE OF LOTS. No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether occupied or unoccupied, shall be maintained

reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative, or unlicensed vehicles or portions thereof, or similar unsightly items, nor furniture or appliances designed for normal use or operation within (as distinguished from outside of) a dwelling, shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the street, or the neighboring Lots. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purposes of construction or completion of the improvements in which same is to be used.

No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be maintained in sanitary containers with lockable tops. All trash containers shall be kept in a clean and sanitary condition and out of plain view from the public. Lot Owners shall not discard yard waste or solid waste in to the ditch system located around the perimeter of the Community. On certain Lots, the Association may require screening of the area within which a trash receptacle may be stored, and such screening shall be subject to prior written approval of the A.R.B. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twenty-four (24) hours of such expected removal

Section 17: LOT UPKEEP AND MAINTENANCE. All Homeowners shall keep and maintain their lots, together with the exterior of all buildings, structures, and improvements located thereon, in a first class, neat attractive, sanitary and substantial condition and repair, including without limitation, having the growth regularly cut, and trimmed back to exercise generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth. All Homeowners shall install and maintain a sprinkler/irrigation system for the full yard of their respective lots. All Homeowners shall maintain their roofs, gutters, down-spouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, painting and pressure washing of the dwelling, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

Section 18: PARKING AND MOTOR VEHICLES: No vehicle shall be parked anywhere but on paved areas intended for that purpose. Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated for such purpose. Lot Owners' or Residents' automobiles shall be parked in the garage or driveway of or pertaining to a Lot. No parking of vehicles shall be permitted in roadways.

(a) No more than four (4) vehicles of any type may be parked in a driveway of a Lot overnight.

(b) No unlicensed vehicle or vehicle which cannot operate on its own power shall remain in the Community for more than twelve (12) hours, except as contained within the closed confines of the garage of or pertaining to a Lot.

(c) No repair, except for emergency repair, of vehicles shall be made within the

Community, except within the closed confines of the garage of or pertaining to a Lot.

(d) No "commercial vehicle" (i) shall be permitted to be parked in the Community unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance or repair of a Lot or the Home thereon or other improvements in the Community, or (ii) shall be permitted to be parked overnight or stored in the Community unless fully enclosed within a garage. For the purposes of this Declaration, "commercial vehicle" means a vehicle which is determined by the Association to be for a commercial purpose in excess of 7,500 pounds (and the Association shall take into consideration, among other factors, lettering, graphics or signage located on or affixed to the exterior of the vehicle which identifies a business or commercial enterprise, but the existence of such lettering, graphics or signage shall not be absolute). Police cars shall not be deemed commercial vehicles.

(e) No boats, jet skis, wave runners, boat trailers, trailers of any kind, campers, motor homes, mobile homes, truck campers, mopeds, all-terrain (i.e., 3-wheel or 4-wheel) vehicles, motorcycles, trucks or vans with a towing capacity of more than three-quarters (3/4) of a ton, or buses shall be permitted to be parked in the Community unless kept at all times fully enclosed within a garage or parked in an area designated by Builder for such purposes (if any).

(f) No vehicle shall be used as a domicile or residence, temporarily or permanently.

(g) This Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by, Builder, or the Association.

(h) No amendment or modification to this Section shall be effective without the prior written consent of Builder for so long as Builder owns any portion of the Property.

(i) The Association may, but shall not be obligated to, promulgate Rules and Regulations and clarify the provisions and objectives of this Section.

(j) No mobile homes or campers may be used as a residence whether on a Lot or Common Property. No recreation vehicle, including but not limited to golf carts, all-terrain vehicles, mini cycles and other non-street legal vehicles, may be used for any purpose on any of the Lots or Common Properties including rights of way within the Properties. Nothing in this Section shall prohibit the use of bicycles, skateboards or non-motorized scooters, on rights of way or Common Properties in accordance with the Rules and Regulations.

Section 19: INITIAL CONSTRUCTION, REPAIR, REBUILDING. Construction of any dwelling or other structure or improvement shall be commenced within two (2) years from the date of closing thereon, and completed within eighteen (18) months of the date of commencement, unless a longer period of time is allowed by the A.R.B. in its sole discretion.

No building, structure or improvement which has been partially or totally destroyed by fire or other casualty shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure, or improvement is not so commenced within six (6) months, the Homeowner shall raze and/or remove the same promptly from any such Lot. Any Homeowner who has suffered damage to his residence by reason of fire or any other casualty may apply to A.R.B. for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by Homeowner, as provided in the Article pertaining to Architectural Control.

Every building, structure, or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction, until the same be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, and other similar causes.

Section 20: CONTRACTORS. Each home and out-building shall be erected by a licensed contractor.

Section 21: STREET LIGHTS. The cost of maintaining the street lights and payment of electrical bills for the street lights and any other lit signs or building, or any other use of electricity for common area purposes, shall be borne by the Association.

Section 22: ACCESS RAMP. Any Lot Owner may construct an access ramp on their Lot, if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress, under the following conditions:

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

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

(c) The Lot Owner must submit to the Association an affidavit from a physician attesting to the medical necessity or disability of the resident or occupant of the Lot requiring the access ramp. Certification as required under Section 320.0848, Florida Statutes, shall be sufficient to meet the affidavit requirement.

Section 23: SOLAR COLLECTORS. The A.R.B. must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Home contained on a Lot. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable governmental regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the Architectural design of a structure, as reasonably

determined by the A.R.B. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than one (1) foot above the surface of the roof of a Home contained on a Lot, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

Section 24: AUTOMOBILE GARAGE. No automobile garage shall be permanently enclosed and converted to other use without the substitution of another enclosed automobile storage facility upon the Lot. All Lots shall have a paved driveway of stable and permanent construction. Unless prior approval of the A.R.B. is obtained, the driveway base shall be concrete or brick pavers. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior approval of the A.R.B.

Section 25: SEWAGE DISPOSAL; SEPTIC TANKS. No individual sewage disposal system shall be permitted on any portion of the Community unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of all applicable governmental authorities.

Section 26: INSURANCE RATES. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Lot or the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 27: SIGHT DISTANCE AT INTERSECTIONS. All portions of the Property located at street intersections shall be landscaped in a manner so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board; provided, however, that the foregoing restriction shall in no manner be deemed applicable to any walls which serve to border or exist along or directly adjacent to one or more Lots.

Section 28: UTILITY LINES. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Property, except for temporary lines as required during construction and lines within the Property as the same may exist on the date hereof or as are otherwise required by the utility.

Section 29: INCREASE IN THE SIZE OF LOTS; CHANGES IN ELEVATION. No Lot shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, except upon the prior written approval of the A.R.B. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots without the prior written approval of the A.R.B.

Section 30: SWIMMING POOLS. No above-ground swimming pools shall be erected, constructed or installed on any Lot. In-ground swimming pools may be constructed or installed subject to prior written approval by the A.R.B. All pool equipment shall be shielded from view. All swimming pools shall be screened or otherwise enclosed (including any applicable "baby"

barriers) so as to meet all applicable local and state governmental requirements for screening and barriers, and all such screening and barriers may be constructed or installed subject to previous approval by the A.R.B.

Section 31: AIR CONDITIONING UNITS. No window air conditioning units may be installed on any Home or Lot except in connection with a temporary structure operated by Builder.

Section 32: LIGHTING. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the A.R.B. prior to installation.

Section 33: YARDS & TREES. Any changes to a Lot's yard, landscaping, shrubbery and any flora (including the replacement or addition of flora, plantings or modification of swales) to be performed by an Owner with respect to the Owner's Lot must be approved by the A.R.B. Furthermore, no Lot Owner shall remove, damage, trim, prune or otherwise alter any tree in the Community, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except (a) with the express written consent of the Association, or (b) if the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for its approval. Notwithstanding the foregoing limitation, a Lot Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Lot Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

It is the express intention of this Section 33 that the trees existing in the Community at the time of the recording of this Declaration, and those permitted to grow in the Community after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

Notwithstanding any provision to the contrary contained in this Declaration or in any rules promulgated by the Association, a Lot Owner shall be required to satisfy all applicable governmental requirements pertaining to the trimming, pruning or other alteration of trees contained within the Community.

Section 34: ARTIFICIAL VEGETATION, EXTERIOR SCULPTURES AND SIMILAR ITEMS. All artificial vegetation, exterior sculpture, fountains, and similar items must be approved by the A.R.B. prior to installation; provided, however, that nothing herein shall prohibit the appropriate display of any flag as otherwise permitted hereunder.

Section 35: ON-SITE FUEL STORAGE. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to five (5) gallons of fuel may be stored at each Home on a Lot for emergency purposes and/or operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings,

pools, gas grills and similar equipment or for emergency use and power (through use of a generator) may be permitted on a Lot only if approved by the A.R.B. prior to installation. Notwithstanding the foregoing to the contrary, small propane tanks which are utilized directly and solely in connection with a barbecue grill shall be permitted on any Lot, subject to applicable fire code and safety regulations. Above ground tanks may be installed on a Lot if the lot dimension prohibits the placement of an in ground tank and said tank is properly screened from view by fencing and/or landscaping and further provided the tank is permitted by local, state or federal regulations and is installed and maintained in accordance with such regulations. Prior approval for such tank must be received from the A.R.B. The A.R.B. may establish rules and regulations for the installation screening and maintenance of tanks.

Section 36: OUTSIDE WINDOW COVERINGS. Reflective window coverings are prohibited within a Home on a Lot. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless approved by the A.R.B. prior to installation (this provision shall not be deemed to apply to any such awnings, canopies or shutters installed in connection with the initial construction of the Home).

Section 37: EXTENDED VACATION OR ABSENCES. In the event a Home on a Lot will not be occupied for an extended period of time, such Home must be prepared prior to departure by notifying the Association of such absence and the anticipated date of return; removing all removable furniture, plants and other items of personal property from the exterior of the Home; and designating a person or entity to care for the Home and lawn/landscaping during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Home (the Lot Owner is required to provide the Association with the name and telephone number of the designated person or entity).

The Association hereby disclaims any responsibility with regard to each unoccupied Home on a Lot, and the Lot Owner hereby acknowledges and agrees that the Association has no duty with regard to any unoccupied Home under this Section.

Section 38: STORM SHUTTERS. Subject to applicable law, storm shutters and other similar equipment shall only be permitted upon the prior written approval of the A.R.B. in accordance with the A.R.B. Guidelines. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather.

Section 39: GARAGE SALES. No Lot Owner shall be permitted to hold more than two (2) garage sales or other private sales of a similar nature within any twelve (12) month period, it being the intention to restrict and control such events from being a constant basis within the Community. A Lot Owner shall be required to provide the Board with prior written notice that a sale will be occurring, and such notice shall be delivered to the Association not less than five (5) business days prior to the date of such sale.

Section 40: SOUND TRANSMISSION. Each Lot Owner, by acceptance of a deed or other conveyance of their Lot, hereby acknowledges and agrees that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Homes and Lots

and/or mechanical equipment can be heard in another Home or upon another Lot. Builder does not make any representation or warranty as to the level of sound or impact noise transmission between and among Homes and Lots and the other portions of the Property, and each Lot Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

Section 41: BASKETBALL GOALS. The use of portable basketball equipment shall be permitted on a Lot, provided that such equipment shall be stored inside the Home's garage when not in use and all basketball play shall occur on the Lot surface and not within or upon any roadway surface. No basketball equipment or hoops shall be affixed to the exterior portion of any Home.

Section 42: SWING SETS AND PLAYGROUND EQUIPMENT. No swing set or playground equipment or other similar devices or items shall be placed on a Lot without the prior written consent of the A.R.B. Playground equipment must be located in the rear of yard and yard must be enclosed with a privacy fence.

Section 43: WELLS. The drilling, construction, installation or use of an underground well of any kind on any Lots is strictly prohibited. This restriction shall not preclude the Builder from developing wells in the Common Property in conformance with governmental regulations.

Section 44: FRONT DOOR & PORCH. The front door and front porch shall be permitted to be screened subject to prior written approval by the A.R. B.

Section 45: DOORS. No garage door on a Home shall have a screen door or be enclosed with permanent or temporary screening.

Section 46: MAILBOXES. Mailboxes shall be constructed and located by Builder in its sole discretion, unless a central mailbox is required, and in accordance with United States Postal Service requirements. A perpetual, non-exclusive easement is hereby declared across the Common Property for purposes of permitting delivery of the mail. Replacement and maintenance of mailboxes shall be the obligation of the Lot Owner, provided that the replacement of a mailbox shall only be permitted if the replacement is of the brand and type specified by the A.R.B. pursuant to the A.R.B. Guidelines. If the mailbox structure contains a light fixture, the Lot Owner shall be responsible for changing the light bulb contained therein and otherwise performing maintenance, repairs and replacements of such fixture.

Section 47: RULES AND REGULATIONS. The Board may from time to time adopt, or amend previously adopted, rules and regulations governing (i) the interpretation and more detailed implementation of the restrictions set forth in this Declaration, including those which would guide the A.R.B. in the uniform enforcement of the foregoing general restrictions, and (ii) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such Rules and Regulations shall be furnished to each Lot Owner prior to the time of the same becoming effective and provided that said Rules and Regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts and provisions of this Declaration.

Section 48: PROVISIONS INOPERATIVE AS TO INITIAL CONSTRUCTION.

Nothing contained in this Declaration will be interpreted, construed or applied to prevent Builder or with the prior written consent of Builder so long as Builder is an owner of any portion of the Property, and then the Association or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by Builder as same determines to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to:

(a) Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of Builder or other permitted Lot Owner's business of completing the development of the Community.

(b) Development. Conducting thereon its business of completing the development and disposing of the same by sale, lease or otherwise. However, any and all Work described herein and proposed to be performed must be performed in accordance with the provisions of the A.R.B. Guidelines.

(c) Signs. Maintaining such signs as may be reasonably necessary or convenient in connection with the development or the sale, lease or other transfer of Homes and/or Lots.

Section 49: INGRESS AND EGRESS. Each Lot Owner shall have a perpetual, unrestricted easement over, across and through the Common Property for the purpose of ingress to and egress from his Lot, subject only to the right of the Association to impose reasonable and non-discriminatory Rules and Regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot.

Section 50: CONTINUOUS MAINTENANCE OF EASEMENTS BY THE ASSOCIATION. The ASSOCIATION shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Property. This obligation shall run with the land as do other provisions of this Declaration, and any Lot Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Article XIV, Section 1 hereof, which result from such enforcement.

Section 51: RESTRICTIONS ON USE OF LAKES, WATERWAYS, WETLANDS, OR OTHER BODIES OF WATER. With respect to any lakes, waterways, wetlands or other bodies of water located on the Property, no Lot Owner, Resident, guest or any temporary occupant of a Home shall: (i) disturb, remove, alter or in any way disrupt vegetation thereon; (ii) construct permanent or temporary docks or seawalls; or (iii) connect to any lake, waterway, wetland or other body of water through the use of a well, pump, ditch or other system of any nature for any purpose, including, but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. In addition, no Lot Owner, Resident or any temporary occupant of a Home shall dig a well on any Lot for any purpose, including but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. The provisions of this Section shall not

apply to Builder. No amendment to this Section shall be effective without the express prior written consent of Builder.

ARTICLE IV ARCHITECTURAL CONTROLS

Section 1: A.R.B. GUIDELINES. The A.R.B. has adopted, and shall adopt from time to time, restrictions and guidelines that shall apply to each and every Lot and Home now or hereafter located on a Lot within the Community, which restrictions and guidelines may change from time to time ("A.R.B. Guidelines"). Lot Owners may contact the Association to obtain a copy of the A.R.B. Guidelines.

Section 2: APPROVAL OF PLANS; ARCHITECTURAL REVIEW BOARD. For the purpose of further insuring the development of the Community as a residential area of the highest quality and standards, and in order that all improvements on each Lot and with regard to a Home (including landscaping) shall present an attractive and pleasing appearance from all side of view, the A.R.B., consisting of not less than three (3) nor more than five (5) members appointed by the Board, shall have the exclusive power and discretion to control and approve all of the improvements on each Lot in the manner and to the extent set forth herein.

(a) Notwithstanding any provision to the contrary, Builder shall be entitled to appoint all members of the A.R.B. until such time as Builder no longer owns any portion of the Property. Upon such time as Builder no longer owns any portion of the Property, the members of the A.R.B. shall be appointed by the Board.

(b) No Home, building, fence, wall, mail box, utility yard, driveway, walkway, deck, sign (including "For Sale" signs), recreation equipment, patio, swimming pool, spa, landscaping or other structure or improvement, regardless of size or purpose, whether attached to or detached from the Home, shall be commenced, placed, erected, or allowed to remain on any Lot, nor shall any modification, addition to, or exterior change or alteration thereto be made, unless and until a request therefor has been submitted to and approved in writing by the A.R.B.

(c) The A.R.B. is authorized, but shall not be obligated, to require that the applicant for such approval include together with the request therefor such plans, specifications, drawings, information and materials as the A.R.B. may request in order to make an informed decision, which may include in the case of a request for approval of the construction of a Home the following:

(d) Two (2) copies of a site plan showing the location of all improvements, structures, pools, enclosures, fences, walls, driveways, sidewalks, and mechanical equipment for air conditioning, pools and the like. The site plan may also include the overall dimensions of the Lot and the overall dimensions of all improvements and the distances from the Lot lines. The site plan may set forth the information pertaining to grading and drainage, including, but not limited to, finished floor elevation(s) of the Home and elevations of the pool deck, patio(s) and other exterior slabs, the elevation of all Lot corners and the directions of surface water runoff. One copy of such site plan shall be

retained by the A.R.B. as a permanent record.

(e) Two (2) copies of complete, final building plans setting forth the foundation and floor plans, front, rear and side elevations and such cross sections as may be required for evaluation of the plans by the A.R.B. Such plans shall show all appropriate dimensions, roof pitches and sizes and types of exposed materials. One copy of such final building plans shall be retained by the A.R.B. as a permanent record.

(f): The A.R.B. is authorized, but shall not be obligated to require two (2) copies of outline (summary) specifications detailing the size, kind, type and quality of materials to be utilized in the construction of the Home to be erected on the Lot. Color specifications may include accurate representations or samples of all exterior materials including, but not limited to, roofing, paints, stains, masonry and tile. One copy of such specifications and samples shall be retained by the A.R.B. as a permanent record.

(g): The A.R.B. is authorized, but shall not be obligated to require two (2) copies of complete landscaping plans detailing the kind, quality, location and dimensions of all plants, trees, and shrubs, ground cover, decorative structures and planters, and landscape materials. The A.R.B. may require that landscaping plans submitted for the initial construction of a Home may also include a detailed breakdown of the quantities of individual plant materials to be utilized and their respective prices in order for the A.R.B. to evaluate the value of the landscaping as required hereunder. One copy of such landscaping plan and budget shall be retained by the A.R.B. as a permanent record.

Notwithstanding the foregoing, Builder shall be exempt from this Section 2.

Section 3: REVIEW FACTORS. In passing upon plans and specifications, the A.R.B. may take into consideration such factors as it deems appropriate, including, without limitation, the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the Lot upon which they are proposed to be installed, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding Community, and the effect and appearance of such construction as viewed from neighboring Lots and Common Properties.

Section 4: TIMING. The A.R.B. shall have thirty (30) business days from submittal of a full and complete package within which to approve or reject said plans and specifications. In the event the A.R.B. fails within said thirty (30) business days to approve or disapprove such plans and specifications, or request additional information, approval of such plans and specifications shall be deemed denied. The A.R.B. shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons relating to future development plans of the Community and adjacent properties. In the event the A.R.B. rejects such plans and specifications as submitted, the A.R.B. shall so inform the Lot Owner in writing (by U.S. Mail addressed to the applicant's address indicated on the submittal) stating with reasonable detail the reason(s) for disapproval and the A.R.B.'s recommendations to

remedy same if, in the sole opinion of the A.R.B., a satisfactory remedy is possible. In the event that the applicant makes the changes requested by the A.R.B. within ninety (90) days after approval is denied and resubmits its application in conformity with the requirements of this Declaration, the plans and specifications shall be approved by the A.R.B. within thirty (30) business days after re-submission.

Upon the A.R.B.'s written approval, construction shall be started and pursued to completion diligently, continuously and promptly and in substantial conformity with the approval plans and specifications. Except as provided herein for construction of a Dwelling, in no event shall the construction period extend more than one year and best efforts made so that any exterior construction may be completed within six (6) months unless otherwise provided by the A.R.B. The A.R.B. shall be entitled to stop any construction in violation of these restrictions, and any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original approved condition at the Lot Owner's expense.

Section 5: REVIEW FEES. The A.R.B. shall have the right (but shall not be required) to charge a fee for reviewing each application for approval of plans and specifications and an additional fee for reviewing the landscaping plans.

Section 6: PUBLISHED STANDARDS. The A.R.B. may, from time to time, publish certain restrictions, specifications, materials, and standards to be followed. The provisions of such published information promulgated by the A.R.B. from time to time shall be deemed to be a part of this Declaration and are incorporated herein by this reference.

Section 7: RESTITUTION. Any damages to roads, ditches, natural areas, ponds, lakes or other water bodies, or other improvements on or serving the Community as a whole caused by any Lot Owner, Lot Owner's contractor or subcontractor shall be repaired (in conformity with such requirements as the Board may impose) by the Lot Owner of the Lot upon which or for whose benefit the construction activity is taking place. Should any Lot Owner, after ten (10) days' notice, fail or refuse to make said repairs, the Association may make said repairs and the cost therefor shall be payable by the Lot Owner to the Association within five (5) days after demand therefor.

Section 8: LIABILITY OF THE A.R.B. AND THE BOARD OF DIRECTORS. Notwithstanding anything in this Article to the contrary, the A.R.B. and the Board shall merely have the right, but not the duty, to exercise architectural control in a particular matter, and shall not be liable to any Lot Owner, the Association, or any other entity due to the exercise or non-exercise of such control, or the approval or disapproval of any improvements. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvements are complete or do not contain defects; or in fact meet any standards, guidelines and/or criteria of the A.R.B. or Board; or are in fact architecturally or aesthetically appropriate; or comply with any applicable governmental requirements. Furthermore, the A.R.B. and the Board shall not be liable for any defect or deficiency in such plans or specifications or improvements or any injury resulting therefrom.

Section 9: COMPLETION OF WORK REMEDY. When Work on any improvement is once begun, such Work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason such Work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then the A.R.B. shall have the right to notify the Lot Owner of its intentions herein, enter the Lot and take such steps as might be required to correct the undesirable appearance or existence of the Home, including, but not limited to, demolition and/or removal thereof, and/or pursuit of any of the remedies under this Declaration as the A.R.B. determines, and charge the Lot Owner for all costs associated therewith, which shall include all costs and attorneys' fees. The reason for such correction shall be solely in the discretion of the A.R.B. and may include, but shall not be limited to, aesthetic grounds. The A.R.B. shall have the authority, on behalf of the Board, to enter into such contracts as may be necessary to undertake the remedial and necessary actions on the Lot, including the right to enter into a contract with Builder, or its affiliates to undertake such actions. In addition, any failure to undertake Work under this Section shall require the offending Lot Owner to resubmit plans and specifications to the A.R.B. for approval prior to undertaking any new Work on the Lot.

ARTICLE V ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1: MEMBERSHIP. Every Lot Owner that is subject to assessment under Article VIII of this Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person is a Member. A Lot Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Lot Owner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Lot Owner who is a contract seller to such Lot Owner's vendee in possession.

Section 2: VOTING. The Association shall have two (2) classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members are all Lot Owners except Original Declarant. The Class B Member shall be Original Declarant. Upon termination of Class B membership, as provided below, the Class A Members are all Lot Owners including Original Declarant so long as such Original Declarant is a Lot Owner. Subject to the provisions of Section 3 of this Article, all Class A Members are entitled to cast one (1) vote for each Lot owned. Prior to termination of Class B Membership and the Transfer of Control described in Section 4 of this Article, the Class B Member shall be entitled to ten (10) votes for each Lot owned. As provided in the Articles of Incorporation, the Class B Member is entitled to appoint the Association's directors until termination of Class B membership.

Section 3: CO-OWNERSHIP. If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is

permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at 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 in a tenancy by the entirety, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4: TERMINATION OF CLASS B MEMBERSHIP; TRANSFER OF CONTROL. Prior to termination of Class B membership, Original Declarant shall be entitled to solely appoint all members of the Board. From time to time, Class B membership may cease and be converted to Class A membership, and Members other than Original Declarant shall be entitled to elect a majority of the members of the Board, upon the happening of the earliest of the following events:

(a) Three (3) months after 90% of the Lots in all portions of the Community which are or may be ultimately subject to governance by the Association have been conveyed to third party Lot Owners; or

(b) when the Original Declarant waives in writing its right to Class B membership, which waiver shall be evidenced by the recording of a certificate to such effect in the public records of the County; or

(c) Twenty (20) years after this Declaration is recorded in the Public Records Polk County, Florida.

Notwithstanding the foregoing, despite an event of transfer of control having occurred, Original Declarant shall be entitled to appoint at least one member to the Board, but not more members which would constitute a majority of the Board, as long as the Original 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 Community.

ARTICLE VI RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1: ASSOCIATION. The Association shall govern, make Rules and Regulations, control and manage the Lots and Common Properties, if any, located on the Property pursuant to the terms and provisions of this Declaration and the Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the Association as differentiated from being billed to the Lot Owner and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and purchasing and maintaining such equipment as may be necessary for maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein, as follows:

(a) Notwithstanding the foregoing, the Association may, but is not obligated to, employ community access or patrol services or personnel. If community access or patrol services or personnel are employed by the Association, the Board of Directors shall determine, in its sole discretion, the schedule and cost of expense of such access or patrol services or personnel. Builder does not intend to hire or pay for access or patrol services or personnel. Each Lot Owner, by virtue of taking title to a Lot, consents and agrees that Builder or Association is and shall be under no obligation to provide any access or patrol services or personnel within the Community, and shall hold Builder and Association harmless for any occurrences in such regard.

(b) The Association shall maintain the Common Properties and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Any Common Properties which are to be maintained by the Association shall be maintained in good condition and repair. In the event the Association fails to maintain and/or repair any portion of the Common Property, the County has the right to enter upon the Common Property to remedy such failure of the Association. In addition, the County has the right to enter the Community to perform emergency services. Should real property ad valorem taxes or governmental liens as to any Common Properties be assessed against the billed Lots, the Board of Directors shall have the right to determine, in its sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Association shall be levied as a Special Lot Assessment pursuant to Article VIII of this Declaration.

(c) The Association shall maintain any and all landscaping islands and all landscaping and/or signage located, placed, installed or erected thereon contained within all portions of the Property.

(d) In the event the Association in the future acquires any Common Properties, the Association shall obtain, maintain and pay the premiums for the hazard insurance, flood insurance, liability insurance and fidelity bond coverage as set forth below and as consistent with state and local insurance laws, and such other types of insurance as the Board may deem advisable:

(i) Hazard insurance covering all Common Properties, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of communities, including those covered by the standard "all risk" endorsement. The policy shall cover 100% of the current replacement cost of all covered facilities and shall include the following endorsements: agreed amount and inflation guard (if available); and construction code (if the local construction code requires changes to undamaged portions of buildings even when only part of the Property is destroyed by an insured hazard).

(ii) Flood insurance covering the Common Property buildings and any other common personal property if any part of the Community is in a special flood hazard area as defined by the Federal Emergency Management Agency. The amount of flood insurance shall be for not less than the littlest of (a) 100% of the current replacement cost of all buildings and insurable property within the flood hazard area, or (b) the maximum coverage available for the Property under the National Flood Insurance Program.

(iii) Comprehensive general liability insurance covering all Common Properties and any other areas under the Association's supervision, including public ways and commercial spaces owned by the Association. The policy must provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. The policy must cover bodily injury and property damage resulting from the operation, maintenance or use of the Common Properties and other areas under the Association's control and any legal liability resulting from law suits related to employment contracts to which the Association is a party. The policy must provide for at least ten (10) days' written notice by the insurer to the Association prior to cancellation or substantial modification.

(iv) Fidelity bond coverage for any person (including a management agent) who either handles or is responsible for funds held or administered by the Association, whether or not such persons are compensated for such services. The bond shall name the Association as an obligee and shall cover the greater of (i) the maximum funds that will be in the custody of the Association or its management agent while the bond is in force, and (ii) the sum of three (3) months' General Assessments on all Lots (including reserves, if any). The bond shall provide for ten (10) days' written notice to the Association and all servicers of FNMA-owned mortgages in the Property prior to cancellation of or substantial modification to the bond.

(e) Except as otherwise specifically provided herein, the Association shall care for and maintain any entryway walls and signage intended for and/or identifying the Property and shall maintain any landscaping located within the Common Property, road right-of-way or any landscaping easement which is owned by or runs in favor of the Association, which maintenance activities may, but not necessarily will, include without limitation any of the following: replacement and/or replanting of existing landscaping, excavation, construction of berms, end installation, maintenance and repair of irrigation facilities.

(f) If any lake or other water body is part of the Common Property, the Association shall be responsible for the operation and maintenance of such lake or other water body, except for those lakes or other water bodies which may be specifically operated and maintained by another entity. The Association also shall be responsible for the operation and maintenance of the Surface Water Drainage and Management System for any portion of the Property in accordance with the WMD Permit, as more particularly

described in Article XI hereof. The Association shall levy Lot Assessments for the costs and expenses associated therewith against the Lots. The Association shall have the power to contract with any other Association or entity to share the expense of operating and maintaining any lake and associated equipment which is not located wholly on the Property but which is contiguous to any portion of the Property, and such contractual obligations shall be a valid expense of the Association.

The foregoing constitutes the basic and general expenses of the Association, and said expenses are to be paid by Members of the Association as hereinafter provided, except as otherwise provided herein. It shall be the duty and responsibility of the Association, through its Board of Directors, to fix and determine from time to time the sum or sums necessary and adequate to provide for the expenses of the Association. The procedure for the determination of such assessments shall be as hereinafter set forth in this Declaration or the By-Laws or the Articles of Incorporation. The Board of Directors shall have the power and authority to levy a Special Lot Assessment against the Lot Owners, should one become necessary, as determined by it in its sole discretion, and said Special Lot Assessment shall be determined, assessed, levied and payable in the manner determined by the Board of Directors as hereinafter provided in this Declaration or the Articles incorporation or the By-Laws.

Section 2: MANAGEMENT CONTRACTS AND LEASES OF COMMON PROPERTY. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all of the powers and duties of the Association respecting the contract granted or property demised. Any contract for the management of the Association and/or the Common Property, if any, shall be terminable for cause upon thirty (30) days' notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties thereto. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

The undertakings and contracts authorized by the first Board of Directors shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership of the Association.

Section 3: EASEMENTS. Easements for installation and maintenance of utilities (including, but not limited to, those required for cable television service) and drainage facilities are reserved as shown on the Plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channel in the easements, or which are or might be prohibited by the public authority to whom said easement is given.

(a) Easements over, under, across and through each Lot, and the Common Properties are hereby expressly granted to the Association for the purpose of making any

repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed.

(b) The easement area of each Lot and all improvements in it shall be maintained by the Lot Owner, except for those improvements for which a public authority or utility company is responsible.

ARTICLE VII MAINTENANCE BY LOT OWNERS; FAILURE TO MAINTAIN

Section 1: MAINTENANCE BY LOT OWNERS. Except as otherwise provided herein, each Lot Owner shall be responsible for the maintenance, repair and replacement of all improvements on such Lot Owner's Lot and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by the Lot Owner.

Specifically, each Lot Owner shall care for, painting and pressure washing of the dwelling, driveway, sidewalk, walkway and fencing, repair and replace all trees, grass and other landscaping which are located on lands directly adjacent to the boundary of the Lot and adjacent to the right-of-way of the road providing access to or otherwise adjacent to such Lot Owner's Lot and through the Community (the "**Right-of-Way Obligations**"). If a Lot Owner does not satisfy his Right-of-Way Obligations, the Association shall have the right, but not the obligation, to repair and replace all trees, grass and other landscaping contained within such right-of-way, and the costs of such activities shall be charged to the Lot Owner of such Lot as a Specific Lot Assessment. Each Lot Owner, by virtue of taking title to a Lot, acknowledges and agrees, and shall be deemed to acknowledge and agree, that the performance of the Right-of-Way Obligations is an essential element to the continued high standards and aesthetic qualities of the Community.

Section 2: FAILURE TO MAINTAIN LOTS/HOMES. In the event a Lot Owner shall fail to maintain or repair the Lot and/or the Home in a manner required under this Declaration and as determined by the Board of Directors of the Association from time to time, within thirty (15) days' written notice of same, the Association, after approval by a majority vote of the total membership of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and/or the Home as required under this Declaration and as determined by the Association. The cost of same shall be charged to the Lot Owner as Specific Lot Assessment, the nonpayment of which may lead to foreclosure of the lien for such Specific Lot Assessment in accordance with the provisions of Article VIII hereof.

ARTICLE VIII COVENANT FOR ASSESSMENTS; FINES

Section 1: ASSESSMENTS ESTABLISHED. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to operate and manage the Association and the Common Properties, if any, and to perform such

duties as may be required by this Declaration and the Articles of Incorporation and By-Laws of the Association.

In addition to the assessment established by this Article, each Lot Owner shall pay all taxes, if any, that from time to time may be imposed upon all or any portion of the assessments established by this Article.

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made, as more particularly described in Section 4 hereof. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the owner(s) of such Lot when such assessment fell due.

Section 2: LOT ASSESSMENTS. Each Lot Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to such Lot by any manner including by purchase at a judicial sale, is deemed to covenant to pay to the Association the various assessments contained in this Section 2 whether or not it is so expressed in such deed or instrument. The Assessments levied by the Association shall be used for among other things, the purpose of operating and maintaining the Association and Otter Woods Estates.

(a) The Association may levy an annual, semi- annual, quarterly or monthly general lot assessment ("**General Lot Assessment**") to provide and be used for the operation, management and all other general activities and Common Expenses of the Association as pertaining solely to the Lots.

(b) **Initial Contribution.** The first purchaser of each Home from a Builder, at the time of closing of the conveyance from the Builder to the purchaser, shall pay to the Association an initial contribution in the amount of Two Hundred Fifty Dollars and No/100 Dollars (\$250.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association to be used for the operation, management, and all other general activities and Common Expenses of the Association. Notwithstanding any other provision of this Declaration to the contrary, the Builder owning a Lot shall not be obligated to pay to the Association the Initial Contribution.

(c) **Determination of General Lot Assessment.** The Board of Directors shall fix the amount of the General Lot Assessment. The designation of the amount of the General Lot Assessment must be approved by the Builder. The Initial Contribution is Two Hundred Fifty Dollars and No/100 Dollars (\$250.00) until such time as changed by the Board. The General Lot Assessment shall be based upon the Association's adopted budget and the General Lot Assessment period shall coincide with the Association's fiscal year. Written notice of the amount of the General Lot Assessment should be given to every Lot Owner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid General Lot Assessment. The General Lot Assessment shall be paid in equal quarterly installments without interest until delinquent, and is pre-payable in whole at any time or times during the applicable assessment period without penalty or other

consideration; provided, however, at the discretion of the Association's Board of Directors, the General Lot Assessment may be collected on a monthly, semi-annual or annual basis rather than collected on a quarterly basis.

(d) Builder Requirements for the Payment of Lot Assessments. Builder, so long as it owns a Lot, shall be excused, in its sole discretion, from payment of its share of the Common Expenses and Lot Assessments related to the Lots owned by Builder from time to time, provided that Builder pays any operating expenses incurred by the Association that exceed the Lot Assessments receivable from other Lot Owners and other income of the Association, as further provided herein. Such deficit funding shall not preclude the levying of Special Lot Assessments and/or Specific Lot Assessments against the Lot Owners to defray the costs of Association expenses pertaining solely to the Lots and not contemplated under the Association's estimated operating budget for that fiscal year. In no manner shall Builder be required to pay or fund any portion of a Lot Assessment being utilized for reserves for future repairs or replacements. Subsequent to Transfer of Control, Builder shall be responsible for the payment of Lot Assessments only upon Lots which it owns and upon which a Home has been constructed for which a certificate of occupancy has been issued.

Notwithstanding the above, to the extent permitted by Law, in the event of an Extraordinary Financial Event (as hereinafter defined) the costs necessary to effect restoration shall be assessed against all Lot Owners owning Lots on the date of such Extraordinary Financial Event, and their successors and assigns, including Builder (but only with respect to Lots owned by Builder upon which a Home has been fully constructed, as evidenced by a final certificate of occupancy). As used in this subsection, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the expiration of the guarantee period (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from insurance which may be maintained by the Association.

When all Lots within the Community are sold and conveyed to purchasers, neither Builder nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions. Original 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.

(e) Special Lot Assessments. In addition to the General Lot Assessment, the Association may levy in any fiscal year a special assessment ("**Special Lot Assessment**") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Lot Assessment was based, or as otherwise described in this Section 2. Notwithstanding the foregoing, no Special Lot Assessment against the Lot Owners shall exceed 1½ times of the total of the General Lot Assessments levied against the Lot Owners for that fiscal year without the prior approval of 75% of the voting interests in the Association that will be affected by such Special Lot Assessment, e.g., the Lot Owners.

(f) Specific Lot Assessments. Any and all accrued liquidated indebtedness of any Lot Owner to the Association arising under any provision of this Declaration also may be assessed by the Association against such Lot Owner's Lot after such Lot Owner fails to pay it when due and such default continues for thirty (30) days after written notice; provided, however, that no Specific Lot Assessment shall be levied in connection with a fine levied by the Association pursuant to the Act.

(g) Uniformity of Lot Assessments. The General Lot Assessment and any Special Lot Assessment must be uniform for each Lot Owner throughout the Community.

Section 3: COMMENCEMENT OF ASSESSMENT. The Assessments as to each Lot owned by a Lot Owner other than Builder shall be prorated as of the day of closing for the current installment period, and thereafter the first full payment shall be due and owing on the first day of the next full installment period.

Section 4: LIEN FOR ASSESSMENT. All sums assessed against any Lot (as applicable), together with interest and all costs and expenses of collection, including reasonable attorneys' fees and costs and any late fees as may be imposed by the Association, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien. In the event that any Lot Owner desires to sell or otherwise transfer title of his or her Lot (by sale, gift or judicial decree), the transferor shall be jointly and severally liable with the transferee for all of the transferor's obligations to the Association which have become due and payable on or before the date of the transfer with respect to the transferred Lot, including payment of all applicable Assessments, notwithstanding the transfer of title to the Lot.

Section 5: CERTIFICATE. Upon demand, and for a reasonable charge, the Association will furnish to any interested person a certificate signed by an officer of the Association setting forth whether any applicable Assessments have been paid and, if not, the unpaid balance(s).

Section 6: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within thirty (30) days after its due date bears interest at the rate of 15% per annum or such other rate as may be from time to time determined by the Board, provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury. The Association may bring an action at law against the Lot Owner personally obligated to pay such Assessment, or foreclose its

lien against such Lot Owner's Lot. No Lot Owner may waive or otherwise escape liability for Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. The Association shall be entitled impose a late fee for costs associated with and/or incurred in connection with non-payment of any Assessment.

Section 7: FORECLOSURE. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Lot Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Lot Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Lot Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Lot Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Lot Owner for such deficiency.

Section 8: SUBORDINATION OF LIEN. Pursuant to Section 720.3085 of the Act, as may be amended from time to time, except where a notice of lien has been filed in the public records prior to the recording of a valid First Mortgage, the lien for the assessments provided in this Article is subordinate to the lien of any such First Mortgage. Sale or transfer of any Lot does not affect the assessment lien. The Association may give any encumbrancer of record thirty (30) days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

Notwithstanding anything to the contrary contained in this Section, the liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Lot by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the First Mortgagee's acquisition of title, shall be the lesser of (1) the Lot's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (2) one percent (1%) of the original mortgage debt.

The limitations on First Mortgagee liability provided by this Section 8 paragraph apply only if the First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the First Mortgagee.

It is the intent of this Section to conform to the Act as it may be amended from time to time. Should a conflict develop between this Section and the Act, the Act shall prevail and govern the requirements for subordination of an Association lien and in determining the liability of a subsequent holder of the First Mortgage.

Section 9: APPLICATION OF PAYMENTS RECEIVED FROM A LOT OWNER. Any payments received by the Association from a delinquent Lot Owner shall be applied first to any interest accrued as provided in this Article VIII, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of this Declaration, the By-Laws, and the Act, then to costs and reasonable attorneys' fees incurred in collection as provided in this Article VIII, and then finally to any delinquent and/or accelerated Association assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment.

Section 10: HOMESTEADS. By acceptance of a deed to any Lot, each Lot Owner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 11: RESERVES. At the commencement of the Community, the Association shall not collect reserves for future or deferred maintenance, and there is and shall be no requirement for the collection of any reserves for such maintenance. From time to time, the Association, through the Board, may elect to collect reserves, in which event such amounts shall be a Common Expense. If the Board determines that reserves are to be collected, (a) the Board shall determine the appropriate level of the reserves based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, and/or performance of required maintenance of Homes pursuant to this Declaration, and (b) the Association's budget shall disclose the exact monies collected and the reserve categories involved.

Section 12: RESALE CONTRIBUTION. After the Home has been conveyed by Builder, there shall be collected upon every conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to Two Hundred and No/100 Dollars (\$200.00) (the "Resale Contribution"). The Resale Contribution shall not be applicable to conveyances from Builder to an Owner. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Original Declarant shall not be obligated to pay to the Association the Resale Contribution.

(a) Subsequent to the initial sale of a Lot, upon the conveyance of a Lot from Lot Owner to another, the purchaser of the Lot may be required to pay to the Association

a **"Resale Capital Contribution."** This sum shall be used and applied to offset administrative and other costs and expenses associated with the transfer of ownership of the Lot, and shall not be refundable or applied as a credit against the Lot Owner's payment of Assessments.

(b) **Fines.** The Association shall have the power, but not the duty, to impose reasonable fines against a Lot Owner tenant, guest or invitee for the failure of the Lot Owner, or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws, or the Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing as provided below, and there shall be no aggregate ceiling on the total fine which may be imposed for a recurring violation for each and any violation of the provisions of this Declaration, the Articles, the By-Laws and/or the Rules and Regulations; provided, however, that any such fine shall only be levied in accordance with the applicable provisions of the Act. The maximum fine to be levied against a Lot Owner shall not exceed the lesser of \$100.00 per violation per day or the maximum amount permitted under the Act. A fine may also be levied against a Lot Owner for violations committed by any tenant, guest, licensee or invitee of such Lot Owner. Additional provisions pertaining to fines may be contained in the By-Laws for purposes of amplification.

ARTICLE IX MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

The following provisions are intended for the benefit of a First Mortgagee and to the extent, if at all, that any other provisions of this Declaration conflict with the following provisions, the following provisions shall control:

Section 1: NOTICES OF OVERDUE ASSESSMENTS; FORECLOSURE. Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot ("**Insurer or Guarantor**") and the Lot number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of such Lot Owner's obligations under this Declaration which is not cured within sixty (60) days. Except in the case of a notice of lien having been filed in the public records prior to the recording of a First Mortgage (and in such event, subject to Article VIII, Section 8 herein), any First Mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the Mortgage, foreclosure or a deed in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments or charges in favor of the Association against the mortgaged Lot which become due prior to (i) the date of the transfer of title, or (ii) the date on which the holder comes into possession of the Home, whichever occurs first.

Section 2: RIGHTS OF FIRST MORTGAGEES, INSURERS AND GUARANTORS. Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, all Rules and

Regulations, and the books and records of the Association during normal business hours;

(b): to receive, without charge and within a reasonable time after such request, any annual audited or unaudited financial statements which are prepared and distributed by the Association to the Lot Owners at the end of each of its respective fiscal years; provided, however, that in the event an audited financial statement is not available, any First Mortgagee shall be entitled to have such an audited statement prepared at its expense;

(c): to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d): to receive written notice of any decision by the Lot Owners to make a material amendment to this Declaration, the By-Laws or the Articles of Incorporation;

(e): to receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

(f): to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

Section 3: DISTRIBUTION OF PROCEEDS. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give a Lot Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

Section 4: TERMINATION OF THE COMMUNITY. Unless the First Mortgagees of the individual Lots representing at least 67% of the votes in the Association have given their prior written approval, neither the Association nor the Lot Owners shall be entitled to terminate the legal status of the Community for reasons other than substantial destruction or condemnation thereof.

Section 5: NOTICE OF DAMAGE, DESTRUCTION OR CONDEMNATION. Upon specific written request to the Association, a First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds \$10,000.00. If damages shall occur to such Lot in excess of \$1,000.00, notice of such event shall also be given.

Section 6: CONDEMNATION; PRIORITY OF AWARDS. If any Lot, Home thereon or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed

acquisition, and no provisions of any document will entitle the Lot Owner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

Section 7: RIGHTS OF MORTGAGEES. Any First Mortgagee has the following rights:

(a) Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect the books, records, and papers of the Association.

(b) Copies. Upon payment of any reasonable, uniform charge that the Association may impose to defray its costs, to receive copies of the Association's books, records, or papers, certified upon request.

(c) Financial Statements. Upon written request to the secretary of the Association, to receive copies of the annual financial statements of the Association; provided, however, the Association may make a reasonable charge to defray its costs incurred in providing such copies.

(d) Meetings. To designate a representative to attend all meetings of the membership of the Association, who is entitled to a reasonable opportunity to be heard in connection with any business brought before such meeting but in no event entitled to vote thereon.

By written notice to the secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that it required to be given to the Class A Members of this Association under any provision of this Declaration or the Articles of Incorporation or By-Laws.

ARTICLE X DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF IMPROVEMENTS

Section 1: DAMAGE, DESTRUCTION AND RESTORATION. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus reserves (if any), shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and the reserves (if any), shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within 180 days after said damage or destruction, the Lot Owners shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the reserves (if any) are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Lot Owners and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or

reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Lot Owners, after first paying from the share of each Lot Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Section 2: WITHDRAWAL OF PROPERTY FROM DECLARATION. In the case of damage or other destruction, upon the unanimous affirmative vote of the Lot Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from this Declaration. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Lot Owners, shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Lot Owners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Assessments on such Lot or portion thereof by the Lot Owner shall cease.

Section 3: EMINENT DOMAIN. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Lot Owner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Lot Owners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Lot Assessments on such Lot or portion thereof by the Lot Owner shall cease. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association, after first paying from the share of each Lot Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

ARTICLE XI TERMINATION OF THE COMMUNITY

At a meeting called for such purpose and attended by all Lot Owners, the Lot Owners, by affirmative vote of 90% of the Lot Owners, may elect to terminate the legal status of the Community and sell the Common Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers and Guarantors entitled to notice under Article IX of this Declaration, and the termination shall only be effective upon the affirmative vote required under Article IX, Section 4 hereof. Such action shall be binding upon all Lot Owners, and it shall thereupon become the duty of every Lot Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination and sale. The Association shall represent the Lot Owners in any negotiations, settlements and agreements in connection with termination of the Community and sale of the Common Property. Any proceeds from the sale of

the Common Property shall be first used to pay all expenses and outstanding obligations of the Association in connection with such portion of the Common Property, and thereafter shall be divided among all Lot Owners on the basis of an equal share for each Lot.

ARTICLE XII OPERATION

The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns.

ARTICLE XIII DISCLOSURES

Section 1: MILDEW. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Home and/or the Property. Each Lot Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Lot, each Lot Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Builder from any and all liability resulting from same.

Section 2: MITIGATION OF DAMPNESS AND HUMIDITY. No Lot Owner shall install, within his or her Lot, or upon the Common Properties, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Lot must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Lot Owners, whether or not occupying the Lot, shall periodically run the air conditioning system to maintain the Lot temperature, whether or not occupied, at 78°F, to minimize humidity in the Lot. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Lot Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Builder does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Lot Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Lot (without requiring the consent of the Lot Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Lot to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Lot Owner). To the extent that electric service is not then available to the Lot, the Association shall have the further right, but not the obligation (without requiring the consent of the Lot Owner or any other party) to connect electric service to the Lot (with the costs thereof to be borne by the Lot Owner, or if advanced by the Association, to be promptly reimbursed by the Lot Owner to the Association, with all such costs to be deemed charges

hereunder).

Section 3: WARRANTY DISCLOSURE. To the maximum extent lawful, Builder hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Builder has not given and the Lot Owner has not relied on or bargained for any such warranties. Each Lot Owner, by accepting deed to a Lot, or other conveyance thereof, shall be deemed to represent and warrant to Builder that in deciding to acquire the Lot, the Lot Owner relied solely on such Lot Owner's independent inspection of the Lot. The Lot Owner has neither received nor relied on any warranties and/or representations from Builder of any kind, other than as expressly provided herein. All Lot Owners, by virtue of their acceptance of title to their respective Lots (whether from the Builder or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Lot Owner, including a tenant thereof. Buyer acknowledges and agrees that Builder does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

Section 4: LOT MEASUREMENTS. Each Lot Owner, by acceptance of a deed or other conveyance of a Lot, understands and agrees that there are various methods for calculating the square footage of a Lot, and that depending on the method of calculation, the quoted square footage of the Lot may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Lot, and settling and shifting of improvements, actual square footage of a Lot may also be affected. By accepting title to a Lot, the applicable Lot Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Lot, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Builder's promotional materials or otherwise. Without limiting the generality of this Section, Builder does not make any representation or warranty as to the actual size, dimensions or square footage of any Lot, and each Lot Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Lot.

Section 5: BUILDING AREA. Lots adjacent to water bodies within the Community may actually contain less building area than reflected on the Plat, and no Lot Owner shall have any claim(s), cause(s) of action or basis for any demand(s) against Declarant, Builder, and/or the Association as a result thereof or in relation thereto.

Section 6: SECURITY. The Association will strive to maintain the Community as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION NOR THE BUILDER SHALL IN ANY WAY BE CONSIDERED GUARANTORS OF SECURITY WITHIN THE COMMUNITY, NEITHER THE ASSOCIATION NOR THE BUILDER SHALL

HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION IN ORDER TO MAINTAIN THE COMMUNITY AS A SAFE, SECURE RESIDENTIAL ENVIRONMENT, AND NEITHER THE ASSOCIATION NOR THE BUILDER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL LOT OWNERS, TENANTS, GUESTS AND INVITEES OF ANY LOT OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD, THE BUILDER AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT GUARANTORS AND THAT EACH LOT OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THE ASSOCIATION, ITS BOARD, THE BUILDER AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY LOT OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

Section 7: NOTICES AND DISCLAIMERS AS TO MULTI-MEDIA SERVICES. Declarant, its affiliated entity, Builder and, the Association, their successors or assigns may enter into contracts for the provision of security services through any Multi-Media Services. DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY LOT OWNER OR OCCUPANT OF PROPERTY RECEIVING SECURITY SERVICES THROUGH THE MULTI-MEDIA SERVICES ACKNOWLEDGES THAT DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE LOT OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE LOT, DO NOT HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION TO PREVENT SUCH OCCURRENCES, AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the party of a security service provider to perform any of its obligations with respect to security services and, therefore, every Lot Owner or occupant of property receiving security services through the Multi-Media Services agrees that Declarant, its affiliated entity, the Association, any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Lot Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire,

flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Lot Owner or occupant of a Lot obtaining security services through the Multi-Media Services further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, its affiliated entity, the Association, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, its affiliated entity, the Association, their successor or assign of any of same. Further, in no event will Declarant, its affiliated entity, the Association, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Multi-Media Services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Multi-Media Services shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Multi-Media Services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

Section 8: NOTICES AND DISCLAIMERS AS TO WATER BODIES.
NEITHER DECLARANT, BUILDER, CDD, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. THERE IS NO GUARANTY BY THE LISTED PARTIES THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. FURTHER, ALL LOT OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN WATER BODIES WITHIN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS OTHERWISE AUTHORIZED BY THE PERMITS. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY

SAID PERMITS, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH LOT OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY WATER BODY WITHIN THE PROPERTY EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION OR THE RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION; (iii) DECLARANT, BUILDER THE ASSOCIATION, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO BUILDER TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND 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 OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

NEITHER DECLARANT, BUILDER, NOR THE ASSOCIATION SHALL BE OBLIGATED TO ERECT FENCES, GATES OR WALLS AROUND OR ADJACENT TO ANY WATER BODY WITHIN THE COMMUNITY.

ARTICLE XIV GENERAL PROVISIONS

Section 1: ENFORCEMENT. Unless expressly provided otherwise, the Association, or any Lot Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations

now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Lot Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Lot Owner's Lot, as provided in Article VIII of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

Section 2: EXCLUSIVE REMEDY: Lot Owner(s) hereby agree that all express or implied warranties, including any oral or written statements or representations made by the Original Declarant, Builder, or any other person, and any implied warranty of habitability, merchantability or fitness, are disclaimed by the Original Declarant and Builder and are hereby waived by the Lot Owner(s) to the fullest extent possible under the law. In addition, the Lot Owner(s) waive the right to seek damages or other legal or equitable remedies from the Original Declarant or Builder, its subcontractors, agents, vendors, suppliers, design professionals and material men, under any other common law or statutory theory of liability, including but not limited to negligence, strict liability, or the alleged existence of a construction defect.

Section 3: ARBITRATION/MEDIATION: Any controversy, claim or dispute arising out of, or in any manner relating to this Declaration, the construction of, Lot Owner'(s) purchase of the Home, including any claim alleging a construction defect as that term is defined under Florida Law shall be resolved in its entirety by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act (Title 9 of the United States Code) and the judgment rendered by the arbitrator(s) may be confirmed, entered, and enforced in any State court of having jurisdiction over the parties. Any issues relating to whether or not a particular claim or claims is subject to arbitration, as well as any claim by any party to an award costs including attorney's fees shall be determined by the Arbitrators. As a condition precedent to any demand for arbitration, the dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation organization selected by Builder (if such dispute involves Builder as a Lot Owner).

Section 4: NO JOINDER WITH ANY OTHER ACTIONS; RETENTION OF ALL RIGHTS; AND WAIVER OF RIGHT TO JOIN A CLASS: Lot Owner(s) agrees that it will retain, and neither grant, nor assign to others, pursuant to Chapter 720 Florida Statutes, or in any other manner, any rights claims or causes of action arising out of, or in connection with these declarations. Lot Owner(s) will not institute any claim, action, or cause of action with others, nor join in any claim with others, and Lot Owner(s) shall not voluntarily join, or participate as a member of any class, in any judicial action or alleging, involving, or relating to matters which are capable of, or subject to arbitration pursuant to this paragraph.

Section 5: RIGHT TO CURE PROVISION: CHAPTER 558, FLORIDA

STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY (60) DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS. WHILE YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE, YOU HEREBY WARRANT, AFFIRM, AND AGREE THAT YOU, AND ANY ENTITY ACTING ON YOUR BEHALF, WILL AFFORD BUILDER THE OPPORTUNITY TO MAKE ALL REPAIRS BUILDER WISHES TO MAKE AS A RESULT OF ANY ALLEGED CONSTRUCTION DEFECT, OR LEGAL ACTION INSTITUTED BY YOU, OR ON YOUR BEHALF ALLEGING ANY MANNER A CONSTRUCTION DEFECT. THIS FLORIDA LAW AS WELL AS YOUR AGREEMENT SET FORTH IN THE PRECEDING SENTENCE APPLIES TO AND IS ENFORCEABLE IN ANY ARBITRATION PROCEEDING WHICH TAKES PLACE.

Section 6: AMENDMENT. Except as may be otherwise provided herein, commencing on the date that Original Declarant shall have conveyed 90% of the Lots on the Property, this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of a majority of the total voting interests in the Association who are present in person or by proxy at a duly-called and noticed meeting of the Association membership. In lieu of a vote taken at a meeting, the instrument executed by each of the owners agreeing to an amendment shall be deemed effective, provided that (i) each owner executes the amendment instrument with the formalities of a deed, and (ii) the Association, through its president, certifies the proper approval of the amendment. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record. Notwithstanding the foregoing, (a) no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless 100% of the Class B Members shall approve and join in such instrument, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the WMD. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded.

Section 7: SPECIAL AMENDMENT. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, Builder reserves the right and power to record a special amendment ("Special Amendment") to this Declaration, at any time and from time to time, which amends this Declaration and any provision therein: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities

to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Homes; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Builder to make or consent to a Special Amendment on behalf of each Lot Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Home and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Builder to make, execute and record Special Amendments. The right and power of Builder to make Special Amendments hereunder shall terminate on December 31, 2033, or on the date of the conveyance of all Lots in the Community by the Builder to third parties, whichever occurs last.

Section 8: ADDITIONS TO THE PROPERTY. Additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Section, provided such is done within thirty (30) years from the date this Declaration is recorded. All additional land which, pursuant to this Section, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Property" as used in this Declaration.

Section 9: PROCEDURE FOR MAKING ADDITIONS TO THE PROPERTY. Additions to the Property may be made by the following procedure:

(a) Builder shall have the right from time to time, in its discretion and without need for consent or approval by either the Association, any Lot Owner, Resident or other Person to make additional land owned by Builder subject to the scheme of this Declaration and to bring such land within the jurisdiction and control of the Association; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Builder must obtain the consent and approval of each holder of such mortgage(s).

(b) The addition shall be accomplished by Builder filing of record in the public records a supplement to this Declaration with respect to the additional land extending the terms of the covenants and restrictions of this Declaration to such land as specifically and legally described. Such supplement need only be executed by Builder and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of mortgage(s) on such additional land. No joinder or consent of the Association, any Lot Owner, Resident or other Person shall be required. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted uses thereof.

(c) Nothing contained in this Section shall obligate Builder to make additions to the Property.

Section 10: WARRANTIES. Original Declarant nor Builder make any warranties, express or implies, as to the improvements located in, on or under the Common Property. Each Lot 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 agree that there are no merchantability, fitness or otherwise, either express or implies, made or given, with respect to the improvements in, on or under the Common Property, all such warranties being specifically excluded.

Section 11: SEVERABILITY. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating the original intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Community.

Section 12: JOINDER. Should title to any Lot of the Community have been conveyed by Original Declarant, or Builder prior to the recording of this Declaration, such Lot Owners of Lots by their signature to a Joinder shall be deemed to have joined with the Lot Owner in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

Section 13: COVENANT RUNNING WITH THE PROPERTY. Except as otherwise provided herein, the covenants, conditions and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and the Lot Owners, their heirs, successors and assigns, for a term of thirty (30) years after the date this Declaration is recorded in the public records of the County, and shall be automatically renewed for successive periods of Twenty-Five (25) years.

Each Lot Owner, by virtue of taking title to a Lot, hereby agrees that the deed of conveyance of the Lot to a third party shall specifically state that the Lot is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Lots.

Section 14: AMPLIFICATION. The provisions of this Declaration are amplified by the Articles of Incorporation and By-Laws, but no such amplification will alter or amend substantially any of the rights or obligations of the Lot Owners set forth in this Declaration. It is intended that this Declaration, on the one hand, and the Articles of Incorporation and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, the provisions of this Declaration control anything in the Articles of Incorporation or By-Laws to the contrary. The terms defined in this Declaration shall have same meanings in the Articles of Incorporation and By-Laws, unless

otherwise provided.

Section 15: LOT OWNER COOPERATION. No person shall use the Property, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations and any provisions set forth in the By-Laws. The Lot Owners shall not permit or suffer anything to be done or kept in a Home or upon a Lot which will increase the rate of any insurance purchased by the Association for the Property or any portion thereof, or which will obstruct or interfere with the rights of other Lot Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Lot Owners commit or permit any nuisance, immoral or illegal acts in or about the Property.

Section 16: EXISTING POWER LINES. Each Lot Owner, by virtue of taking title to a Lot acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that there are existing overhead power lines within and adjacent to portions of the Community.

Section 17: RESOLUTION OF DISPUTES. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

Section 18: FLOOD ZONES. Flood zone determinations are made by the Federal Emergency Management Agency. No assurance shall be construed herein, with regard to any portion of the Property, that any flood zone designation for a Lot existing as of a particular date will remain the same. Any such flood designation could be changed due to re-grading of the land as a result of the land development process. Each Lot Owner, by virtue of taking title to a Lot, acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that Builder has no involvement in the determination or designation of flood zone designations for any portion of the Property.

Section 19: ACCESS CONTROL AND SYSTEMS. Builder and the Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to make the Community more secure than they otherwise might be. Neither the Association nor Builder shall in any way be considered insurers or guarantors of privacy or safety within the Community or upon the Property, and in no manner shall the Association or Builder be held liable for any loss or damage by reason of failure to provide adequate privacy or ineffectiveness of privacy or safety measures undertaken.

(a) Each Lot Owner, occupant of a Home, family members, residents, tenants, guests and invitees of any Lot Owner, as applicable, acknowledge and agree, and shall be deemed to have acknowledged and agreed, that:

(b) Builder and the Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other privacy system designated by or installed according to guidelines established by the Association or the A.R.B. may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other privacy systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that

fire protection or electronic monitoring systems or other privacy systems will in all cases provide the detection or protection for which the system is designed or intended.

(c) Each Lot Owner, occupant of a Home, a Lot Owner's family members, and residents, tenants, guests and invitees of any Lot Owner, as applicable, assumes any and all risks for loss or damage to persons, to Homes and the contents thereof; and

(d) The Association and Builder have made no representations or warranties, nor has any Lot Owner, occupant of a Home, a Lot Owner's family members, or residents, tenants, guests and invitees of any Lot Owner, as applicable, relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other privacy systems recommended or installed or any privacy measures undertaken within the Community and upon the Property.

Section 20: COMMON PROPERTY IMPROVEMENTS. Builder nor Association hereby gives any warranties, expressed or implied, as to the improvements located in, on or under the Common Property. Each owner of a Lot, other than Builder, 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 agree that there are no warranties of merchantability, fitness or otherwise, either expressed or implied, made or given, with respect to the improvements in, on or under the Common Property, all such warranties being specifically excluded.

Section 21: CONFLICTS WITH THE ACT: It is the intent of this Declaration to conform to the Act as it may be amended from time to time. Should a conflict necessarily develop between this Declaration and the Act, the Act shall control.

Section 22: ENVIRONMENTAL RISKS. Any home and its occupants may be exposed to various environmental conditions in or near the home including, but not limited to, radon gas, gamma radiation, electromagnetic fields from power lines and appliances, the presence of surface and underground utility facilities, and the possibility of air, water, and soil pollution. Builder has no expertise concerning such conditions or any affect they may have on the home or its occupants. Builder makes no representations or warranties, express or implied, about the existence and/or extent of such conditions and expressly disclaims any liability for any damage which such conditions might cause to the home or its occupants. Lot Owner(s) agrees to hold Builder harmless in the event any of these conditions are discovered and waives and releases Builder in advance from any claims against Builder in any way related to the presence of, or which may arise out of, said conditions. These conditions may be identified and investigated by Lot Owner(s) at any time through their exercise of due diligence including, but not limited to making inquiry regarding the matters, and/or with a site inspection or home inspection. It is the Lot Owner's sole responsibility to obtain such an inspection. For additional information, Lot Owner's can contact local, state or federal environmental agencies or other available sources.

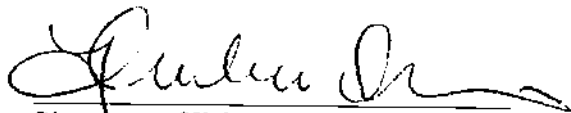
Section 23: INTERPRETATION. any provision or provisions of this Declaration shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be

affected or impaired thereby.

Section 24: WAIVER OF TRIAL BY JURY. It is understood that any dispute arising out of, or in any way related to this Declaration shall be resolved by Arbitration, however, if for any reason that does not occur, the Lot Owner(s) waives all right to trial by jury and shall make no request or demand for jury trial in any legal proceeding.

(Signatures on following page)

Executed this 22 day of May, 2023.



Signature of Witness

Kimber Cromer

Printed Name of Witness



Signature of Witness

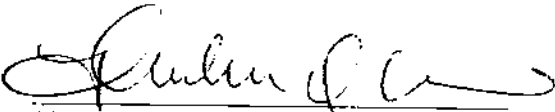
Denise Abercrombie

Printed Name of Witness

Clayton Properties Group Inc.,
a Florida Corporation

By: D. Joel Adams

Its: Vice President



Signature of Witness

Kimber Cromer

Printed Name of Witness



Signature of Witness

Denise Abercrombie

Printed Name of Witness

OTTER WOODS ESTATES HOMEOWNERS
ASSOCIATION, INC., a Florida non-profit
corporation

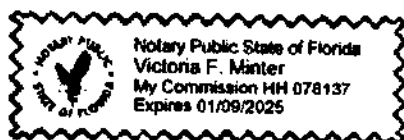
By: D. Joel Adams

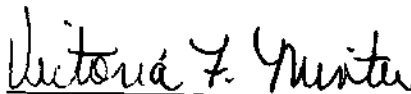
Its: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of X physical presence or online notarization, this 22 day of May, 2023, by D. Joel Adams, as President of OTTER WOODS ESTATES HOMEOWNERS ASSOCIATION, INC. a Florida Corporation, on behalf of the corporation, who is personally known to me.

(seal)





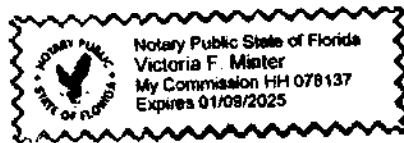
Notary Public

My commission expires: 01/09/25

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ✓ physical presence or online notarization, this 22 day of May, 2023, by D. Joel Adams, as Vice President of Clayton Properties Group, Inc., Florida limited liability companies, on behalf of the company, who is personally known to me.

(seal)



Victoria F. Minter
Notary Public
My commission expires 01/09/25

Exhibit A

MEMBERS OF OTTER WOODS ASSOCIATION, INC.

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|------------------------------|---------------------|
| Clayton Properties Group Inc | 1504 OTTER WOODS LN |
| Clayton Properties Group Inc | 1508 OTTER WOODS LN |
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| Clayton Properties Group Inc | 1513 OTTER WOODS LN |
| Clayton Properties Group Inc | 1509 OTTER WOODS LN |
| Clayton Properties Group Inc | 1505 OTTER WOODS LN |

Exhibit B
PROPERTY SUBJECT TO THE DECLARATION
(Plat to Follow)

Plat Name: Otter Woods Estates

Section 35
Township 27 South
Range 25 East

STATE OF FLORIDA
COUNTY OF POLK

FILED FOR RECORD this 8th day of July 2022

Recorded in Plat Book: 193
Page(s) ----- 12-14

Record verified 7/8/2022

Stacy M. Butterfield
Clerk of Circuit Court



By: *Stephanie May*
Stephanie May
Deputy Clerk

Support Services

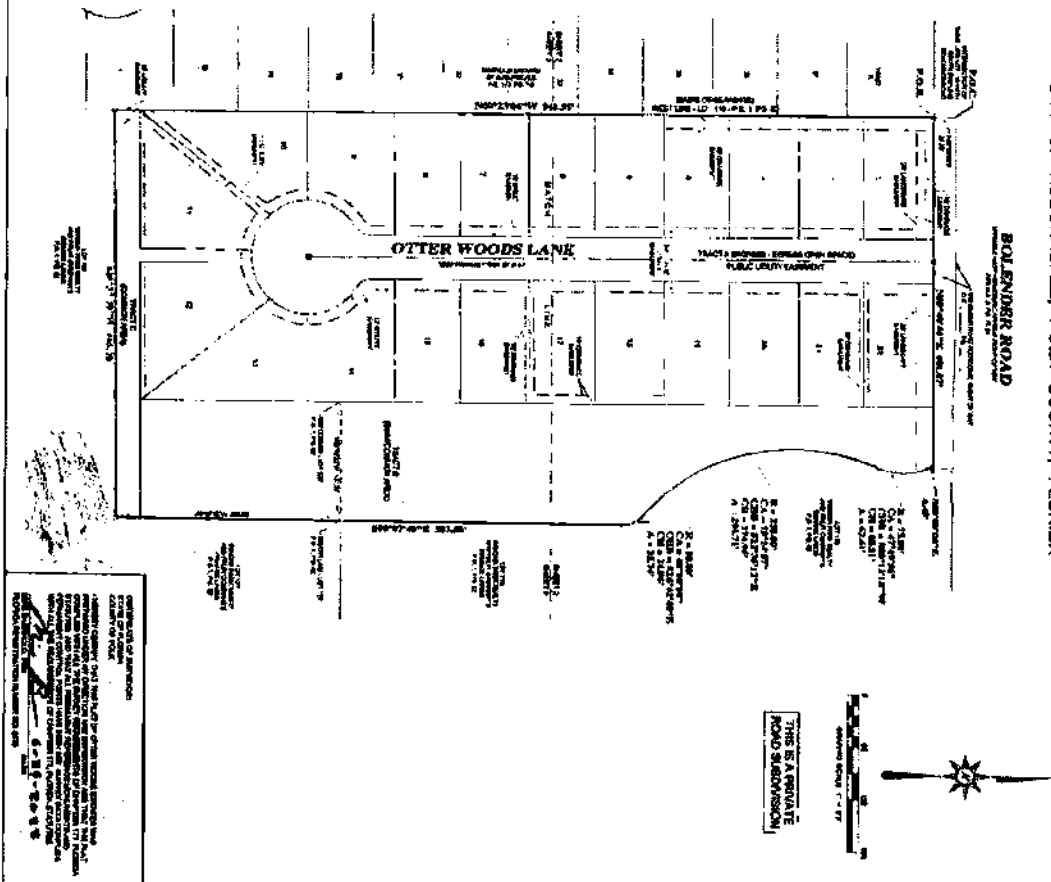
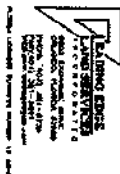
SHEET 1 OF 3

A REPLAT OF A PORTION OF LOTS 110, 126 AND 127
WINONA PARK REALTY AND FRUIT COMPANY'S ORANGE LANDS
PLAT BOOK 1, PAGE 62, PUBLIC RECORDS OF POLK COUNTY, FLORIDA
LOCATED IN SECTION 36, TOWNSHIP 27 SOUTH, RANGE 25 EAST
CITY OF AUBURNDALE, POLK COUNTY, FLORIDA



the results of the study. The authors conclude that the use of a single, standardized, and validated instrument to assess the prevalence of mental health problems in the community is a valuable tool for public health research. The authors also note that the use of a single, standardized, and validated instrument to assess the prevalence of mental health problems in the community is a valuable tool for public health research.

SEVERE WEATHER NOTICES

[illegible][illegible][illegible]

PLAT BOOK: 103 PAGE: 14

**PUBLICATION
STATE OF ALABAMA
COUNTY OF MOBILE**

ence. As he is being released, Paul O'Brien, an attorney, tells him to "keep your head down, and don't get involved with any more of this." O'Brien says that he is "tired of being a victim." He is being released on \$100,000 bail and is being released on the condition that he must not contact any of the other victims or the other people involved in the case. He is being released on the condition that he must not contact any of the other victims or the other people involved in the case. He is being released on the condition that he must not contact any of the other victims or the other people involved in the case.

to James M. Smith
now near Lone Mt. Station
P.O. Albany

ACKNOWLEDGEMENT
STATE OF FLORIDA
COUNTY OF POLK

THE HONORABLE MEMBERS
OF THE HOUSE OF COMMONS
OF GREAT BRITAIN
AND IRELAND

[illegible]MORTGAGEE'S ADDRESS AND COUNTY TO PLAT
STATE OF ALABAMA
COUNTY OF POLK

including full-time for several years. Atlanta Consolidation, Atlanta and suburbs is expected to pay more equity, bonds,

DATE OF ORDER: 10/10/2010

DATE: 7/28/12 TIME: 5:00
 THE PREVIOUS PRISONER
 IS NOT A REPEAT OFFENDER

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James T. King
WILLIAM
APPROPRIALS

**ESTABLISHMENT
STATE OF ALABAMA
COUNTY OF FOLK
CITY OF ALBUQUERQUE**

THE FIRM IS NOT A PARTY TO THE
DISPUTE AND HAS NO INTEREST IN THE MATTER.

1000

RECEIVED
JAN 10 1964

CITY SHERIFF - CONSUMERS
STATE OF ALABAMA
COUNTY OF JEFFERSON
DRIVE OF ALABAMA

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IS TO USE THE METHOD OF THE
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[illegible]

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WILLIAM H. BENTLEY