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**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SADDLEWOOD**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SADDLEWOOD (this "Declaration", as such term is hereinafter further defined) is made this 25th day of March, 2021 by **MATTAMY PALM BEACH LLC**, a Delaware limited liability company authorized to do business in Florida (the "Declarant", as such term is hereinafter further defined), and is joined by **POLO LEGACY HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation, to be known as **SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.** (the "Association"); CHARLES LEONARD HAYES II and GEORGETTE SUFFRIN, as owners of Lot 134 of the "Plat" (as such term is hereinafter defined); SONNIE DENNIS, as owner of Lot 136 of the Plat; and MANUEL IGNACIO JIMENEZ and VICTORIA YULISSA OSORIA DE JIMENEZ, as owners of Lot 137 of the Plat, in acknowledgement of their duties, responsibilities, and obligations hereunder.

WHEREAS, the Declarant and the aforementioned owners are the record title owners of the real property located in Palm Beach County, Florida, more particularly described on Exhibit "A" attached hereto and incorporated as if fully set forth herein, as may be supplemented from time to time (the "Property", as such term is hereinafter further defined), and desires to develop a planned community to be known as "**SADDLEWOOD**" (the "Community") on the Property; and

WHEREAS, in order to preserve and enhance the values and amenities of the Community, the Declarant declares, commits, and subjects the Property and the "Improvements" (as such term is hereinafter defined) now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements, and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance, and enforcement; and

WHEREAS, this Declaration is a covenant running with all of the land comprising the Property, and each present and future owner of interests therein and their heirs, successors, and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the promises and covenants contained in this Declaration, the Declarant hereby declares that every portion of the Property is to be

owned, held, transferred, sold, conveyed, leased, mortgaged, improved, used, and occupied subject to the covenants, conditions, restrictions, easements, reservations, rules, regulations, charges, and liens hereinafter set forth.

ARTICLE I DEFINITIONS

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

1.1 "ACC" shall mean the Association's Architectural Control Committee established pursuant to Article XI hereof.

1.2 "Access Control System" shall mean any system intended to control access to the Community, as further set forth in Section 3.6 hereof.

1.3 "Articles" shall mean the Amended and Restated Articles of Incorporation of Polo Legacy Homeowners Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit "C", as may be amended from time to time.

1.4 "Assessments" shall mean any assessments made in accordance with this Declaration and as further set forth in Article X hereof, whether "General Assessment(s)", "Individual Assessment(s)", "Special Assessment(s)" (as such terms are hereinafter defined), or any combination thereof, and any and all other assessments and monetary fines and charges which are or may be levied by the Association in accordance with the "Governing Documents" (as such term is hereinafter defined).

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

1.6 "By-Laws" shall mean the By-Laws of Saddlewood Homeowners Association, Inc., attached hereto and incorporated as if fully set forth herein as Exhibit "D", as amended from time to time.

1.7 "Commercial Property" shall mean that portion of the property subject to the "Master Declaration" (as such term is hereinafter defined), less and except the Property, which is intended for commercial and/or multifamily development and use.

1.8 "Common Areas" shall mean all real property interests and personalty and Improvements within the Property designated as Common Areas from time to time by the Declarant, by the "Plat" (as such term is hereinafter defined), or by recorded amendment to this Declaration and which is not included in any "Lot" (as such term is hereinafter defined) and is provided for, owned, leased by, or dedicated to, the common use and enjoyment of the "Owners" (as such term is hereinafter defined) within the Community. The Common Areas may include, without limitation, the "Recreational Facilities" (as such term is hereinafter defined), private roadways, entrance features, buffer or landscaped areas, open space areas, internal buffers, perimeter buffers, perimeter walls and fences,

easement areas owned by others, private rights-of-way, irrigation facilities, sidewalks, street lights, and commonly used utility facilities. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE, OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY, IF ANY, AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

1.9 "Common Expenses" shall mean all actual and estimated costs and expenses of the Association, including, without limitation, the following: (i) all costs and expenses of ownership, maintenance, repair, replacement, reconstruction, operation, and administration of the Common Areas, any portion thereof and Improvements thereon, and all other property owned by the Association; (ii) all amounts payable by the Association under the terms of this Declaration; (iii) all costs and expenses of Community lighting, including, without limitation, up-lighting and entrance lighting; (iv) all amounts payable in connection with any private street lighting agreement between the Association and a utility provider; (v) all costs and expenses of utilities providing services for the Common Areas or to the Lots on a bulk basis (if any), such as water, gas, electricity, telephone, cable television, internet, sanitation, sewer, and any type of utility or any other type of service charge which is not separately billed to an Owner; (vi) all amounts payable to a "Telecommunications Provider" for "Telecommunications Services" (as such terms are hereinafter defined) furnished to all Owners; (vii) all taxes, assessments, and tax liens which may be assessed or levied at any and all times against the Common Areas or against any and all personal property or Improvements thereon; (viii) the premiums on policies of insurance, including, but not limited to, liability and casualty insurance for the Common Areas, fidelity bonding, and liability insurance for the "Directors" and "Officers" (as such terms are hereinafter defined) of the Association; (ix) salaries, management fees, professional fees, and associated costs for all employees, management firms and agents, and professionals hired or retained by the Association; (x) all amounts payable in connection with Association sponsored social events; (xi) all costs and expenses relating to the discharge of the Association's powers and duties; (xii) all costs and expenses as determined to be part of the Common Expenses by the Board; and (xiii) all other costs and expenses incurred and lawfully imposed by the Association.

1.9.1 Any expenses which are required by the Declaration to be a matter of Individual Assessment or Special Assessment (unless levied against all Owners) shall not be deemed to be Common Expenses. The Common Expenses with respect to the Common Areas are payable by each Owner to the Association notwithstanding the fact that the Declarant may not have as yet conveyed title to the Common Areas to the Association.

1.9.2 Notwithstanding anything to the contrary herein, Common Expenses shall not include "Reserves" (as such term is hereinafter defined). Prior to "Turnover" (as such term is hereinafter defined), use of the term "reserves" or "Reserves" in any budget shall not be construed to mean the Declarant created "Statutory Reserves" (as such term is hereinafter defined) in accordance with the requirements of the "Homeowners' Association Act" (as such term is hereinafter defined). Pursuant to the requirements of the Homeowners' Association Act, the Association may, if it so determines by a vote of the Owners, include Statutory Reserves in the Association's annual budget, and the Board may establish "Non-Statutory Reserves" (as such term is hereinafter defined). However, through the "Community Completion Date" (as such term is hereinafter defined), no such vote to establish Statutory Reserves nor Board establishment of Non-Statutory Reserves shall be effective against the Declarant.

1.10 "Community Completion Date" shall mean the date upon which each and every "Home" (as such term is hereinafter defined) within the Community, as ultimately planned and as fully developed, have been conveyed by the Declarant to Owners.

1.11 "Community Standards" shall mean such standards of maintenance, repair, replacement, reconstruction, refurbishment, addition, alteration, improvement, or other activity, if any, established pursuant to Section 11.4 hereof.

1.12 "County" shall mean Palm Beach County, Florida.

1.13 "Declaration" shall mean this Declaration, together with all amendments, supplements, modifications, and exhibits hereto.

1.14 "Declarant" shall mean MATTAMY PALM BEACH LLC, a Delaware limited liability company authorized to do business in Florida, and any successor or assignee who has or takes title to any portion of the Property for development and/or sale and who is designated as Declarant in a written instrument which is signed by the Declarant and recorded among the Official Records of the County or which succeeds to such rights by merger or consolidation. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise only those rights, or shall be responsible for only those obligations, of the Declarant assigned to such assignee. Additionally, any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

1.15 "Director" shall mean a member of the Board.

1.16 "Florida Not For Profit Corporation Act" shall mean Chapter 617 of the Florida Statutes as it exists through the date of recording this Declaration.

1.17 "General Assessment(s)" shall mean and refer to Assessments levied to fund the Common Expenses of the Association as further set forth in Section 10.4 hereof.

1.18 "Governing Documents" shall mean this Declaration, the Articles, the By-Laws, the Community Standards, the "Rules and Regulations" (as such term is hereinafter defined), and any applicable "Supplemental Declaration" (as such term is hereinafter defined), all as amended from time to time.

1.19 "Home" shall mean a residential attached dwelling and appurtenances thereto constructed on a Lot within the Community designed and intended for use and occupancy as a single-family residence. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g. by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. Upon completion of construction of a Home on a Lot as evidenced by issuance of a Certificate of Occupancy, the Lot and Improvements thereon, or other property appurtenant to the Home may collectively be referred to as a Home.

1.20 "Homeowners' Association Act" shall mean Chapter 720 of the Florida Statutes as it exists through the date of recording this Declaration.

1.21 "Improvement" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within the Property, including, but not limited to, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouse, streets, drives, roads, driveways, fences, underground footers and other foundation supports, stairs, roofs, landscaping, trees, hedges, plantings, flower pots, poles, swings, gym sets and play structures, swimming pools, spas, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site and perimeter walls, gazebos, benches, mailboxes, street lights, and signs. The foregoing list of Improvements is for example purposes only and shall not create any obligation of the Declarant to construct or fund construction of same.

1.22 "Individual Assessment(s)" shall mean Assessments levied against one (1) or more Lots and/or one (1) or more Owners for such matters as set forth in this Declaration and/or as related to a specific level of service provided by the Association to a Lot and/or Owner in accordance with section 720.308, Florida Statutes, and as further set forth in Section 10.6 hereof.

1.23 "Legal Fees" shall mean all fees for attorney and paralegal services and all costs and expenses and court costs through and including all trial and appellate levels and post judgment proceedings incurred in connection with: (i) enforcement of the Governing Documents, whether or not mediation, arbitration, and/or litigation is actually begun; (ii) negotiation and preparation for mediation, arbitration, and/or litigation, whether or not an action is actually begun; (iii) collection of past due Assessments including, but

not limited to, preparation of notices and liens; and (iv) litigation regarding the entitlement to Legal Fees, including, without limitation, determining or quantifying the amount of Legal Fees due. Additionally, and without limitation of the foregoing, Legal Fees shall include any and all costs that are taxable pursuant to any applicable statute, rule, or guideline (including, but not limited to, the Statewide Uniform Guidelines for Taxation of Costs), as well as costs not taxable thereunder, including, without limitation, the following: (i) costs of investigation; (ii) costs of copying documents and other materials, whether for discovery, filing with the court, internal review, or any other purpose; (iii) costs for electronic discovery; (iv) Westlaw, Lexis Nexis, or other electronic research service charges; (v) telephone charges; (vi) mailing, commercial delivery service, and courier charges; (vii) travel expenses, whether for investigation, depositions, hearings, trial, or any other purpose; (viii) information technology support charges; (ix) any and all consultant or expert witness fees, whether or not such fees are incurred in connection with a court-ordered report or testimony at a deposition, hearing, or trial; (x) court reported and transcript fees, whether for deposition, trial, or an evidentiary or non-evidentiary hearing; (xi) mediator fees; and (xii) any other reasonable cost incurred in connection with the dispute.

1.24 "Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Home or (ii) the Declarant and its affiliates, to the extent the Declarant or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage.

1.25 "Lot" shall mean any platted parcel of land shown on the Plat upon which a Home is permitted to be constructed, together with the Improvements thereon or other property appurtenant to the Lot. Upon completion of construction of a Home on a Lot as evidenced by issuance of a Certificate of Occupancy, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot.

1.26 "Master Association" shall mean Polo Legacy Property Owners Association, Inc., a Florida not for profit corporation.

1.27 "Master Declaration" shall mean the Declaration of Covenants, Conditions, and Restrictions for Polo Legacy, recorded in the Official Records of the County in Official Records Book 32017, Page 1818, together with all amendments, supplements, modifications, and exhibits thereto.

1.28 "Member(s)" shall mean any person(s) or entity(ies) that is an Owner as evidenced by a deed or other title instrument in the name of such person(s) or entity(ies) recorded in the Official Records of the County.

1.29 "Officer" shall mean an officer of the Association.

1.30 "Owner(s)" shall mean the record title owner(s) (whether one (1) or more persons or entities) of fee simple interest to any Lot, but excluding those having such interest merely as security for the performance of an obligation and excluding purchasers

under executory contracts of sale. The term "Owner" shall not include the Declarant, even after Turnover, unless the Declarant, in a writing addressed to the Association, elects otherwise.

1.31 "Plat" shall mean the plat of Polo Legacy MXPD, recorded in the Official Records of the County in Plat Book 130, Page 138, and any replat of any portion thereof and amendment thereto as may be recorded in the Official Records of the County from time to time, unless such replatted property is not intended to remain subjected to this Declaration. This definition shall be automatically amended to include the plat of any additional property added or removed to this Declaration and any replat of any portion thereof as may be recorded in the Official Records of the County from time to time.

1.32 "Property" shall mean the property described in Exhibit "A" hereto (including all Improvements thereon), and as may be applicable, such additions thereto as may hereafter be brought within the jurisdiction of this Declaration and such withdrawals therefrom as may be removed from the jurisdiction of this Declaration.

1.33 "Reserves" shall mean any reserve accounts for capital expenditures and/or deferred maintenance created in accordance with section 720.303(6)(d), Florida Statutes, and subject to the provisions of section 720.303(6), Florida Statutes ("Statutory Reserves"), and reserve accounts for capital expenditures and/or deferred maintenance established at the discretion of the Board which are not subject to the provisions of section 720.303(6) ("Non-Statutory Reserves"), or any combination thereof.

1.34 "Rules and Regulations" shall mean the rules and regulations governing the Community as adopted by the Board from time to time. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Board.

1.35 "Special Assessment(s)" shall mean Assessments levied against one (1) or more Lots or one (1) or more Owners for such matters as set forth in this Declaration as further set forth in Section 10.5 hereof.

1.36 "SFWMD" shall mean the South Florida Water Management District.

1.37 "SFWMD Permit" shall mean the Individual Environmental Resource Permit No. 50-103537-P and conceptual Permit No. 50-102172-P issued by SFWMD to the Master Association for all property subject to the Master Declaration, including without limitation, the Property, a copy of which is attached hereto and incorporated as if fully set forth herein as Exhibit "B". Copies of the SFWMD Permit and any future permit actions of SFWMD shall be maintained by the Secretary of the Master Association for the benefit of the Association.

1.38 "Stormwater Management System" means a system that is designed and constructed or implemented to control discharges that are necessary 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 water

pollution otherwise affecting the quantity and quality of discharges from the system, as applicable.

1.39 "Supplemental Declaration" shall mean and refer to an instrument filed in the Official Records of the County pursuant to Article V hereof which subjects additional property to this Declaration, withdraws property from this Declaration, designates neighborhoods, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership, with such rights, privileges, and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

1.40 "Telecommunications Provider" shall mean any party contracting with the Association to provide Owners with one (1) or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one (1) or more Telecommunications Providers.

1.41 "Telecommunications Services" shall mean delivered entertainment services, if provided, or none at all; all services that are typically, and in the future, identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

1.42 "Title Documents" shall mean, if any, certain land use and title documents recorded in the County's Official Records to which all or a part of the Property may be subject, and upon the Community Completion Date, the Association shall assume all of the obligations of the Declarant under the Title Documents, unless otherwise provided by the Declarant by amendment to this Declaration and in the sole and absolute discretion of Declarant.

1.43 "Turnover" shall mean the transfer of operation of the Association by the Declarant to the Owners, such that the Owners are entitled to elect a majority of the Board, which occurs upon the earliest of the following events in accordance with section 720.307, Florida Statutes: (i) three (3) months after the conveyance of ninety percent (90%) of all of the Lots to Owners; (ii) the Declarant voluntarily relinquishes control of the Association in a writing delivered to the Association; (iii) upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as set forth in this Declaration as evidenced by a court order; (iv) upon the Declarant filing a petition seeking protection under Chapter 7 of the Federal Bankruptcy Code; (v) upon the Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant rights and responsibilities first arising after the date of such assignment; or (vi) upon a receiver for the Declarant being appointed by a circuit court and not being

discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its Members.

ARTICLE II
DESCRIPTION OF THE COMMUNITY

2.1 General Plan of Development. The Property is part of the mixed-use development, containing both residential and commercial uses, known as "Polo Legacy". The Property, constituting a residential use within Polo Legacy, comprises the Community intended to encompass one hundred fifty-two (152) Lots and Common Areas, and, in addition, lands which the Declarant may add or remove, but shall in no way be obligated to add or remove, by one (1) or more Supplemental Declarations. The Declarant makes no representations concerning development both within and outside the boundaries of the Community including, but not limited to, the number, design, boundaries, configuration, and arrangements, prices of Lots and Homes and buildings in all other proposed forms of ownership and/or other Improvements on the Property or adjacent to or near the Property, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Lots or Homes, number of buildings, location of easements, parking, and landscaped areas, and services and amenities offered. The Declarant hereby reserves the right to modify its general plan of development of the Community (including, without limitation, the right to modify the site plan of the Community and the right to supplement, change, or reduce the number of Homes, Lots, and/or Recreational Facilities to be constructed within the Community) and/or the right to add land to the Property or to withdraw land from the Property, all in the Declarant's sole and absolute discretion. Therefore, in the event the Declarant modifies its general plan of development of the Community, adds land to the Property and/or withdraws land from the Property, the number of Lots, the layout of Lots and/or the size of Lots within the Community may change and the Assessments required to be paid pursuant to this Declaration may increase or decrease, as applicable. Further, the Declarant hereby reserves the right to modify, amend, or revise the Plat or any replat thereof, from time to time, and the right to record, modify, amend, or revise, from time to time, one (1) or more additional plats or replats thereof, setting forth such information as the Declarant may deem necessary with regard to the Property, including, without limitation, the locations and dimensions of Lots, Homes, Common Areas, "Limited Common Areas" (as such term is hereinafter defined), additional property, roads, sidewalks, utility systems, drainage systems, and easements. The Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures the Declarant may choose which are in conformance with this Declaration. THE DECLARANT MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER DOCUMENTS RESPECTING THE COMMUNITY. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER DOCUMENTS ARE NOT A GUARANTEE OF HOW THE COMMUNITY WILL APPEAR UPON COMPLETION, AND THE DECLARANT RESERVES THE RIGHT

TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS THE DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

2.2 Absence of Obligation. The planning process for the Community is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the Community. Subject to the Title Documents (if any), the Declarant may and has the right to develop the Community and adjacent property owned by the Declarant into commercial projects and/or residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of the Community as finally developed. Additionally, the Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when the Declarant desires; (ii) develop the Property (including, without limitation, the Recreational Facilities) upon such timetable as the Declarant, without obligation and in its sole discretion, chooses; and (iii) modify the general plan of development of the Property (including, without limitation, the right to modify the site plan of the Community and the right to change the Recreational Facilities and the number of Homes to be constructed within the Community) in such manner as the Declarant, in its sole and absolute discretion, chooses. Nothing contained herein shall be construed as obligating the Declarant to construct the Community according to the present general plan of development or as obligating the Declarant to declare any additional property to be Property hereunder.

2.3 Model Homes. The Declarant hereby reserves the right to construct and operate model homes within the Community. The model homes may contain models for the Community or other communities being developed by the Declarant or affiliate(s) of the Declarant, as the Declarant and/or any of the Declarant's affiliates may so determine, in their sole discretion. The model homes may also contain parking, landscaping, and fencing, including, without limitation, across roadways and sidewalks, as the Declarant may determine in its sole discretion. In the event the Declarant and/or any of the Declarant's affiliates constructs model homes in the Community, such model homes may be used for such period of time that the Declarant and/or any of the Declarant's affiliates determine to be necessary in its or their sole discretion including, without limitation, after Turnover. Each Owner, by acceptance of a deed or title to a Lot, acknowledges and agrees that: (i) the Declarant and/or any of the Declarant's affiliates have a right to construct and/or operate model homes even after Turnover; (ii) the Declarant, its affiliates, guests, invitees, and prospective purchasers, have an easement over the Community for ingress and egress to and from each and every model home and to use and show the model homes to prospective purchasers in the Community or other communities being developed by the Declarant and/or any of the Declarant's affiliates, for so long as such model homes exist; and (iii) the Owners, tenants, residents, guests, and invitees shall not interfere in any manner whatsoever in the sales process by the Declarant and/or any of the Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes (which the Declarant has the right to do in its unfettered discretion), or other types of demonstrations in or around the Community or any public

right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any sales interference by an Owner, tenant, resident, guest, or invitee shall be deemed a nuisance and therefore detrimental to: (x) the quiet enjoyment of the Community by other residents, (y) the value of the Homes within the Community, and (z) the Declarant's and/or any of the Declarant's affiliates' ability to conduct their business.

ARTICLE III **COMMON AREAS**

3.1 Common Areas. The Declarant anticipates it will construct certain facilities and Improvements as part of the Common Areas to include whatever facilities and Improvements the Declarant considers in its sole judgment to be appropriate to the Community, as well as any changes thereto. By way of example, and not limitation, the facilities and Improvements may include, without creating any obligation to provide same: private streets, roads, rights-of-way and sidewalks; streets, roads, and rights-of-way dedicated to the public; water collection, treatment, and distribution facilities; sewage collection facilities and related wastewater treatment and disposal facilities; mailbox facilities; and utility and maintenance buildings. The description of the Common Areas on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements and facilities will be constructed as Common Areas. Site plans, the Plat, and renderings used by the Declarant in its marketing efforts may illustrate the types of Improvements and facilities that may be constructed as Common Areas but such site plans, the Plat, and renderings are not a guarantee of what Improvements will actually be constructed. Each Owner should not rely on the Plat or any site plans or renderings used for illustration purposes as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas. The Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right to add to, delete from, or modify any of the Common Areas at its discretion without notice and to dedicate and/or transfer any portion of the Common Areas for various public purposes, or to make any portions of the Property part of the Common Areas. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE AND UNFETTERED DISCRETION.

3.2 Recreational Facilities. Certain of the Common Areas may be intended for recreational activities (collectively, the "Recreational Facilities"). The Declarant shall be the sole judge of the composition of any Common Area Improvements constructed by the Declarant, including, without limitation, the Recreational Facilities. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Improvements on the Common Area within the Community, from time to time, in its sole discretion, and to remove, add to, modify, and change the boundaries, facilities, and improvements now or then part of the Common Areas. The Declarant is not obligated to,

nor has it represented that it will, construct any Common Area Improvements, including, without limitation, the Recreational Facilities. The Declarant is the sole judge of the Common Area Improvements constructed by the Declarant, including, without limitation, the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, Improvements, appurtenances, personal property, color, textures, finishes, or changes or modifications to any of them. Notwithstanding anything contained herein, neither the Declarant nor the Association makes any representations whatsoever to commence, complete, or construct any of the Recreational Facilities within any specific time period.

3.3 Public Facilities. The Community may include one (1) or more public facilities, including, without limitation, a lift station dedicated to the County as part of the waste water treatment system.

3.4 Retention/Detention Areas. Any retention/detention areas within the boundaries of the Community shall be maintained, administered, and operated by the Master Association in accordance with the Master Declaration as part of the Stormwater Management System. In furtherance of the foregoing, the Declarant hereby reserves and grants an easement in favor of the Declarant and the Master Association throughout all portions of the Property as may be necessary for the purpose of constructing, accessing, maintaining, and administering the retention/detention areas, and no Owner, tenant, resident, guest, or invitee, nor the Association, shall do any act which may interfere with the performance by the Declarant or the Master Association of their obligations under the Master Declaration.

THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION MAKE NO REPRESENTATIONS CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE COMMUNITY; PROVIDED, FURTHER, THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION BEAR NO RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER, SUN EXPOSURE, AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION. THERE IS NO GUARANTEE BY THE DECLARANT, THE MASTER ASSOCIATION, OR THE ASSOCIATION THAT WATER LEVELS OR RETENTION/DETENTION AREAS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. EACH OWNER, BY ACCEPTANCE OF A DEED OR TITLE TO SUCH OWNER'S LOT, HEREBY ACKNOWLEDGES THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY AND HEREBY RELEASES THE DECLARANT, THE MASTER ASSOCIATION, THE ASSOCIATION, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, EMPLOYEES, MANAGERS, MANAGEMENT AGENTS, CONTRACTORS, AND SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS, AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT

LIMITATION, LEGAL FEES, RELATED TO, ARISING OUT OF AND/OR RESULTING FROM WATER LEVELS IN THE RETENTION/DETENTION AREAS REGARDLESS OF THE CAUSE THEREOF.

EACH OWNER, BY THE ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREES THAT NONE OF THE LISTED PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY OR WATER QUALITY OF ANY RETENTION/DETENTION AREAS WITHIN OR AROUND THE COMMUNITY. THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN OR AROUND THE COMMUNITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE OR RESPONSIBLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY RETENTION/DETENTION AREAS. ALL PERSONS USING RETENTION/DETENTION AREAS DO SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY RETENTION/DETENTION AREAS SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED OR TITLE TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE AND HOLD HARMLESS THE LISTED PARTIES FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, DEMANDS, LIABILITIES, DAMAGES, COSTS, AND EXPENSES OF WHATEVER NATURE OR KIND (INCLUDING, WITHOUT LIMITATION, LEGAL FEES, RELATED TO, ARISING OUT OF AND/OR RESULTING FROM ANY AND ALL OF THE FOREGOING IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, CHANGES IN THE SAFETY OR QUALITY OF WATER IN RETENTION/DETENTION AREAS. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY INHABIT OR ENTER INTO RETENTION/DETENTION AREAS 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.

3.5 Special Taxing Districts. Prior to Turnover, the Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas to a special taxing district, or a public agency or authority under such terms as the Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

3.6 Access Control System and Monitoring Systems. The Declarant may install an Access Control System, including, without limitation, a gatehouse, entry gate, exit gate, and perimeter walls/fences, at one or more access points to the Community, either within or outside the Property. The Access Control System, or a portion thereof, may be subject to the Master Declaration and therefore, be under the control of the Master Association. Without limitation, as to any portion of the Access Control System subject to the Master Declaration, the Access Control System may or may not include staffed gatehouse(s) as determined in the sole discretion of the Declarant or, after the Community Completion Date, the Master Association. In addition thereto, the Association shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for the Community. If provided, all costs associated with any Access Control System facilities shall be part of the Common Expenses. The Declarant hereby reserves for itself and the Master Association, and their respective contractors and suppliers, their respective agents and employees, and any prospective purchasers of Homes or Lots from the Declarant, an easement for free and unimpeded access through any such Access Control System facilities, subject only to such controls and restrictions as are agreed to in writing by the Declarant and/or the Master Association, as applicable. If the Association attempts to restrict or control access into the Community through means not approved by the Declarant and/or the Master Association, as applicable, the Declarant and the Master Association may take any and all measures necessary to eliminate same, including, without limitation, disabling any entry system during any hours desired by the Declarant or the Master Association, and the Declarant and the Master Association shall have no liability in this regard.

Additionally, the Declarant may install a fire protection system, burglar alarm system, or other security/safety system within the Common Areas and/or within Homes and contract for service for same. Thereafter, the Association shall have the right, but not the obligation, to contract for the service of any fire protection system, burglar alarm system, or other security/safety system to the Homes on a bulk basis and to the Common Areas as Common Expenses.

THE OWNERS ACKNOWLEDGE THAT THE ACCESS CONTROL SYSTEM IS DESIGNED ONLY TO RESTRICT VEHICULAR ACCESS TO THE COMMUNITY AND WILL NOT BE ABLE TO PREVENT CRIME. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION MAKE NO REPRESENTATIONS WHATSOEVER TO COMMENCE, COMPLETE, CONSTRUCT, OR STAFF ANY ACCESS CONTROL SYSTEM WITHIN ANY SPECIFIC TIME PERIOD, IF AT ALL.

ALL OWNERS, RESIDENTS, TENANTS, GUESTS, AND INVITEES ACKNOWLEDGE THAT THE DECLARANT AND THE ASSOCIATION DO NOT REPRESENT OR WARRANT THAT: (i) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY/SAFETY SYSTEM, IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DECLARANT OR THE ASSOCIATION MAY NOT BE COMPROMISED OR

CIRCUMVENTED, OR (ii) THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM, OR OTHER SECURITY/SAFETY SYSTEM WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED.

THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION MAKES NO REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PROPERTY OR THE ADEQUACY OR EFFECTIVENESS OF ANY ACCESS CONTROL SYSTEM, MONITORING SYSTEM, OR SECURITY/SAFETY SYSTEM OR SERVICE. THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE DECLARANT, THE MASTER ASSOCIATION, AND/OR THE ASSOCIATION.

THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH ACCESS CONTROL SYSTEM, MONITORING SYSTEM, OR SECURITY/SAFETY SYSTEM OR SERVICE, OR THAT ANY SUCH SYSTEM OR SERVICE WILL PREVENT INTRUSION, THEFT, FIRE, DAMAGE, INJURY, DEATH, OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT SUCH SYSTEM OR SERVICE IS DESIGNED TO MONITOR SAME. THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY OR OF THE HEALTH, SAFETY, OR WELFARE OF ANY OWNER, RESIDENT, TENANT, GUEST, OR INVITEE, OF THE LOT OR THE HOME, OR OF ANY PROPERTY, REAL OR PERSONAL, LOCATED WITHIN THE LOT OR HOME. THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION SHALL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A LOT OR HOME.

EACH OWNER, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE PROPERTY, BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE, SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS, DAMAGES, LOSSES, AND CAUSES OF ACTION AGAINST THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION HAS BEEN DISCLAIMED. ALL OWNERS, TENANTS, RESIDENTS, GUESTS, AND INVITEES AGREE TO HOLD THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM (INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY AND/OR DEATH) ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT.

AS USED IN THIS SECTION 3.6, "DECLARANT", "MASTER ASSOCIATION", AND "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE DECLARANT'S, THE MASTER ASSOCIATION'S, AND THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS.

3.7 Road Drainage. EACH OWNER, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, HEREBY ACKNOWLEDGES THAT THE ROAD(S) WITHIN THE COMMUNITY ARE DESIGNED AS A SECONDARY RESERVOIR FOR STORMWATER AND SURFACE WATER. THEREFORE, THE ROAD(S) MAY FLOOD IN THE EVENT THE PRIMARY RESERVOIR SYSTEM FAILS OR EXCEEDS CAPACITY. THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION, SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF ANY LOT, HOME, IMPROVEMENT, OR PERSONAL PROPERTY OF ANY OWNER, TENANT, RESIDENT, GUEST, OR INVITEE IN THE EVENT THE ROAD(S) BECOME FLOODED.

3.8 Conveyance. Upon Turnover, all Common Areas, except as otherwise set forth herein, shall be owned by the Association as if specifically deeded to the Association as follows: the Declarant shall convey to the Association the fee simple title to the Common Areas, and the Association shall be obligated to accept such conveyance, including responsibility for (i) all real estate taxes and assessments due with respect to the Common Areas from and after the date of recording of this Declaration; (ii) subject to all laws, ordinances, regulations, restrictions, prohibitions, and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes, and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Areas; (iv) easements, covenants, conditions, restrictions, reservations, limitations, and other matters of record; and (v) the terms and provisions of this Declaration.

The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance, and administration of the Common Areas. The Association shall, and does hereby, indemnify and hold the Declarant, its directors, officers, members, shareholders, agents, employees, affiliates, successors, and assigns (collectively, the "Declarant Parties") harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of the Community, as modified and/or amended. The Association shall cooperate with the Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents, or consents required to effectuate any such transfer of permits to the Association.

The Association shall also accept the Common Areas and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, with all faults, and without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Areas or any portion thereof, and the personal property and Improvements appurtenant thereto being conveyed. TO THE FULL EXTENT PERMITTED BY LAW (INCLUDING, WITHOUT LIMITATION SECTION 553.835, FLORIDA STATUTES), THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND THE DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE LOTS, THE HOMES, THE COMMON AREAS, PERSONAL PROPERTY, AND OTHER IMPROVEMENTS ON OR UNDER THE PROPERTY WHETHER ARISING FROM CUSTOM, USAGE, OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY, OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE. TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED, OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED, OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY, OR EMOTIONAL DISTRESS).

The Declarant hereby reserves the right, until the Community Completion Date, to require the Association to reconvey all or a portion of the Common Areas by quitclaim deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

3.9 Mortgaging the Common Areas by the Declarant. Subject to Section 3.8, the Declarant may mortgage any part or all of the Common Areas to finance construction and development provided the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor the Owners shall be personally liable for paying the mortgage. Neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage.

3.10 Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to Turnover, the approval of (a) a majority of the Board and (b) the written consent of the Declarant, or (ii) after Turnover, approval of (a) a majority of the Board and (b) sixty percent (60%) of the Owners present, in person or by proxy, at a duly noticed meeting of the Members at which a quorum is attained.

3.11 Assumption of Risk. All persons using the Common Areas do so at their own risk. Without limiting any other provision herein, each Owner, resident, tenant, guest, and invitee accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of the Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides, and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Property; and (v) design of any portion of the Property. Each Owner expressly indemnifies and agrees to hold harmless the Declarant Parties and the Association and its directors, officers, committee members, managers, agents, and employees (collectively, the "Association Parties"), from any and all actions, injuries, deaths, claims, losses, liabilities, damages (whether actual, consequential, incident, or otherwise), judgements, orders, fines, liens, encumbrances, penalties, costs, and expenses of any kind or nature whatsoever, including, without limitation, Legal Fees (collectively, "Losses"), arising from or related to the person's use of the Common Areas, including, without limitation, the Recreational Facilities. BY THE ACCEPTANCE OF A DEED OR TITLE TO A LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS AND AREAS IN THE VICINITY OF THE COMMON AREAS MAY CONTAIN WILDLIFE, SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. THE DECLARANT, THE MASTER ASSOCIATION, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER, RESIDENT, TENANT, GUEST, AND INVITEE IS RESPONSIBLE FOR THEIR OWN SAFETY.

3.12 Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Association Parties against any and all Losses incurred by or asserted against any of the Association Parties, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by Owners, residents, tenants, guests, or invitees. Should any Owner bring suit against any of the Association Parties for any claim or matter and fail to obtain judgment therein against such Association Parties, such Owner shall be liable to such parties for all Losses incurred by the Association Parties in the defense of such suit. Additionally, the Association and each Owner covenant and agree, jointly and severally, to indemnify, defend, and hold harmless the Declarant Parties from and against any and all Losses incurred by or asserted against any of the Declarant Parties, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the Common Areas by the Association, the Owners, residents, tenants, guests, or invitees, or to other property serving the Association and the Owners, and Improvements thereon, or resulting from or arising out of activities or operations of the Association or the Owners within the Property. The costs of fulfilling the Association's indemnification, defense, and hold harmless obligations in this Section 3.12 shall be Common Expenses to the extent such matters are not covered by insurance maintained by the Association. Notwithstanding the foregoing, the indemnification and

defense obligations in this Section 3.12 shall not apply to: (i) any damage claim directly asserted by the Association against the Declarant for defects in construction of Improvements constructed by the Declarant on the Common Areas provided such claim does not arise out of or result from any third-party claim, and/or (ii) any gross negligence or willful misconduct by the indemnified parties.

ARTICLE IV **PROPERTY RIGHTS AND EASEMENTS**

4.1 **Owners' Easement of Enjoyment.** As long as this Declaration is in effect, each Owner, resident, tenant, guest, and invitee shall have, except as otherwise may be provided in this Declaration, a permanent and perpetual, non-exclusive easement for ingress and egress over, enjoyment in, and use of the Common Areas in common with all other Owners, residents, tenants, guests, and invitees. This easement shall be appurtenant to, shall pass with title to that Owner's Lot, and shall be subject to the following:

(i) The right of the Declarant, prior to the Community Completion Date, and thereafter, of the Association, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

(ii) The right of the Declarant and/or the Association to enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association, and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be a part of the Common Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

(iii) The right of the Association to reasonably limit the number of guests or invitees of an Owner, resident, or tenant who may use the Common Areas and to prohibit such use of the Common Areas upon failure to abide by the provisions of the Governing Documents.

(iv) The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing, and replacing the Common Areas in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by the Declarant.

(v) The right of the Association in accordance with the Governing Documents to borrow money for the purpose of maintaining, repairing, replacing, and improving the Common Areas and, in aid thereof, to mortgage, pledge, or hypothecate the right of assessment and/or any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Common Areas.

(vi) The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Areas owned by the Association to any public agency, authority, or utility; and to grant any covenant, restriction, or reservation against the Common Areas in favor of any such public agency, authority, or utility subject to the approval required in accordance with Section 3.10 hereof, except for such circumstances where the government is condemning the property through eminent domain.

(vii) The right of the Association, without any vote of the Owners, to grant easements and rights-of-way where necessary or desirable, for utilities, water, and sewer facilities, cable television, and other services over the Common Areas to serve the Common Areas and any other portions of the Property.

(viii) The right of the Declarant and its officers, directors, partners, employees, agents, licensees, and invitees to the non-exclusive access and use of the Common Areas, and any portion thereof, without charge and without notice, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes or for any other purpose deemed appropriate by the Declarant without interference from any Owner or any other person or entity whatsoever, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration Until the Community Completion Date.

(ix) The easements, restrictions, reservations, conditions, limitations, and rights provided elsewhere in this Declaration and as designated on the Plat.

(x) The right of the Association, the Declarant, and their respective officers, directors, employees, agents, licensees, and invitees to come upon the Property (including, without limitation, a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on their respective duties, obligations, and responsibilities hereunder, and all other work reasonably inferred therefrom (including, without limitation, the Declarant's development and construction of the Community and Homes therein).

(xi) The right of the Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give the Declarant unfettered access, ingress, and egress to the Common Areas so the Declarant and/or its agents can perform all tests and inspections deemed necessary by the Declarant. In the event the Declarant exercises the rights in this Paragraph (xi), it is acknowledged by the Association and all Owners that the Declarant is performing any such rights for its own

benefit and not for the benefit of the Association or the Owners and further, the Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection or testing. The Declarant shall have the right to make all repairs and replacements deemed necessary by the Declarant. At no time shall the Association or any Owner prevent, prohibit, or interfere with any testing, repair, or replacement deemed necessary by the Declarant relative to any portion of the Common Areas.

(xii) The right of the Association to promulgate, amend, and abolish Rules and Regulations governing the use of the Property, including, without limitation, the Common Areas and the Lots.

(xiii) The right of the Association, in addition to all other remedies available to the Association, to suspend the rights of Owners, residents, tenants, guests, and invitees to use the Common Areas and Recreational Facilities in accordance with Article XIII of this Declaration.

(xiv) The right of the Master Association to own any property within the boundaries of the Community in accordance with and subject to the SFWMD Permit for the purposes of operating, maintaining, repairing, and replacing the Stormwater Management System in accordance with the SFWMD Permit.

(xv) All of the provisions of the Master Declaration, and the Articles of Incorporation and By-Laws for the Master Association, and all rules and regulations adopted by the Master Association, as they all may be amended from time to time.

4.2 Ingress and Egress Easement. A perpetual and non-exclusive ingress and egress easement is hereby created and reserved by the Declarant for itself, the Master Association, the Association, and the Owners, residents, tenants, guests, and invitees, for pedestrian and vehicular traffic over, through, and across all sidewalks, paths, walkways, driveways, passageways, roadways, streets, and lanes as the same may exist upon, or be designed as part of, the Common Areas.

4.3 Public Easements. All of the Property shall be subject to a permanent and perpetual easement to provide for governmental services, including, without limitation, fire, police, school sponsored transportation, mail, health, sanitation, emergency services, and other public service personnel for the purpose of performing their appropriate functions, including, without limitation, ingress and egress over, through, and upon the Property and reasonable rights of access for persons and equipment necessary for such purposes.

4.4 Utilities Easement. A blanket easement upon, across, through, and under the Property is hereby created and reserved by the Declarant for the ingress, egress, installation, service, maintenance, repair, replacement, relocation, expansion, and operation of any and all utilities and other service lines, facilities, and systems (including, without limitation, those for supplying electricity, gas, cable television, internet, wireless nodes, and telephone service, for collecting, treating, and distributing water and for

collecting, treating, and disposing of sewage and wastewater) servicing or intended to service any one (1) or more Improvements on the Property. A blanket easement upon, across, through, and under the Common Areas is hereby created for the disposal, through an irrigation system or otherwise, of treated effluent from any sewage and wastewater collection and disposal system servicing or intended to service one (1) or more Improvements. Without limiting the generality of the foregoing, the Declarant or any party providing any such utilities or other service may, by virtue of the easements created by this Section 4.4, install, maintain, repair, and replace on the Property any and all facilities that are necessary or useful for providing the utilities or service, may perform whatever excavations it considers necessary or helpful in doing so, and may perform whatever meter installations and meter reading it considers necessary or helpful in operating the utilities or service. The Declarant is hereby authorized to execute and record whatever instruments it deems necessary or desirable to effect or evidence the easements created by this Section 4.4, and shall be considered and deemed an agent of each Owner for purposes of executing and recording any such instrument with respect to the Lots owned by the Owner.

4.5 Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself over, upon, across, through, and under the Property as may be required or convenient in connection with the development of the Property, the development of the Commercial Property, and/or the development of other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction, and sale and/or leasing of Lots and Homes, any portion of the Property, any portion of the Commercial Property, and/or any other lands designated by the Declarant. Without limiting the generality of the foregoing, the Declarant specifically reserves the right to use all streets, roads, and rights of way within the Property for vehicular and pedestrian ingress and egress to and from construction sites. Each Owner acknowledges construction vehicles and trucks may use portions of the Common Areas. The Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Common Expenses. Without limiting the foregoing, at no time shall the Declarant be obligated to pay any amount to the Association on account of the Declarant's use of the Common Areas. The Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section 4.5, and the rights reserved herein in favor of the Declarant, shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration. At no time shall the Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements.

4.6 Easement for Encroachments. In the event that any Improvement upon the Common Areas as originally constructed, shall encroach upon any other property or

Improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist. If any building or Improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by the Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvement and for any natural water runoff from roof overhangs, eaves, and other protrusions onto an adjacent Lot.

4.7 Support Easement. An easement is hereby created for the existence and maintenance, repair, and replacement of supporting structures in favor of the person or entity required to maintain same.

4.8 Drainage Easement. A non-exclusive easement shall exist in favor of the Declarant, the Association, the Master Association, SFWMD, the County, and/or any governmental agency having jurisdiction over, across, through, under, and upon the Property for drainage, irrigation, and water management purposes and in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. Such drainage easement shall not be removed from its intended use by any Owners or others. No structure, landscaping, or other material or Improvement shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Property and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Property and/or water management areas and facilities or otherwise interfere with any drainage, irrigation, and/or easement provided for in this Section 4.8 or the use rights set forth elsewhere in this Declaration. Any such drainage easement shall not contain permanent Improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges, or landscaping other than grass, except for (i) Improvements installed by the Declarant, (ii) initial landscaping of the Stormwater Management System, (iii) as required by the County or the SFWMD Permit, and/or (iv) Improvements approved by the Master Association. Additionally, a non-exclusive easement is hereby granted to all Owners, the Association, the Master Association, any condominium association as may be established within Polo Legacy, and all owners of the Commercial Property and the commercial association created therefor over, across, through, under, and upon the Property, including, without limitation, the Lots, for surface water drainage purposes.

4.9 Emergency Access Easement. The Association shall have the right, without obligation, to enter upon any Lot for emergency, security, and safety reasons, as determined in the discretion of the Association, and to perform any act deemed necessary by the Association, including, without limitation, shutting off water or electricity and conducting any necessary maintenance, repairs, and replacements. The fees, costs, and expenses incurred by the Association in accordance with the foregoing shall be assessable against the Owner and the Lot as an Individual Assessment. Any entry into a

Lot by the Association, its directors, officers, committee members, managers, agents, and employees, in accordance with the Association's rights set forth in this Declaration shall not be deemed a trespass.

4.10 Association Easement. The Association is hereby granted an easement over, across, through, under, and upon all of the Property for the purposes of: (i) performing any obligation the Association is obligated to perform under this Declaration, and (ii) performing any obligation of an Owner for which the Association intends to impose an Individual Assessment, including, without limitation, entering a Lot for the purpose of inspecting, maintaining, repairing, and replacing the Lot and Improvements thereon in the event the Owner thereof fails to do so. Any entry into a Lot by the Association, its directors, officers, committee members, managers, agents, and employees, in accordance with the Association's rights set forth in this Declaration shall not be deemed a trespass.

4.11 Master Association Easement. The Master Association is hereby granted an easement over, across, through, under, and upon all of the Property for the purposes of performing any obligation or exercising any right the Master Association is obligated or entitled to perform under this Declaration and/or the Master Declaration. Any entry into a Lot by the Master Association, its directors, officers, committee members, managers, agents, and employees, in accordance with the Master Association's rights set forth in this Declaration and/or the Master Declaration shall not be deemed a trespass.

4.12 Assignments and Additional Easements. Until the Community Completion Date, the Declarant reserves the exclusive right to grant, modify, amend, relocate, and terminate, in its sole discretion, easements, permits, and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services, and other purposes over, under, through, upon and across the Property so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to the Owners. All easements necessary for such purposes are reserved in favor of the Declarant, in perpetuity, for such purposes. The Declarant shall have the sole right to any fees of any nature associated therewith, including, without limitation, license or similar fees on account thereof. The Association and the Owners shall, without charge, collect and remit fees associated with any easement, license, or permit, received, if any, to the Declarant. The Association will not grant any easements or licenses to any other entity providing the same services as those granted by the Declarant, nor will it grant any such easement or license prior to the Community Completion Date without the prior written consent of the Declarant, which may be granted or denied in the Declarant's sole discretion. After the Community Completion Date, the Association shall have the rights of the Declarant only as set forth in this Section 4.11. The Owners hereby authorize the Declarant and the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary in accordance with the provisions of this Declaration and/or requirements of prevailing law.

4.13 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary. In the event that any easements granted

herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

4.14 Non-Interference with Easement Rights. No portion of the Common Areas may be obstructed, encumbered, or used by any Owner, resident, tenant, guest, or invitee for any purpose other than as permitted by the Declarant or the Association. No Owner, resident, tenant, guest, or invitee shall place any Improvements, material, or obstacle in, under, or over any easement area which would unreasonably interfere with the rights of the owner of the easement. Any such Improvement, material, or obstacle shall be promptly removed by the Owner at the Owner's sole cost and expense when requested by the owner of the easement, the Declarant, or the Association notwithstanding any lapse of time since such Improvement, material, or other obstacle was placed in or over the easement area. In the event an Owner fails to remove such Improvement, material, or obstacle, then the Declarant or the Association may remove same and the expense of such removal shall be charged to the Lot and collected as an Individual Assessment. The Declarant's or the Association's installation of any traffic calming devices shall not be considered an obstruction or unreasonable impediment to any use of the Common Areas, easements, or rights-of-way.

ARTICLE V **ANNEXATION TO AND WITHDRAWALS FROM THE PROPERTY**

5.1 Annexation by the Declarant. Prior to the Community Completion Date, the Declarant may, from time to time, without obligation and in its sole discretion, add any real property, including any Improvements thereon, to the Property by recording a Supplemental Declaration to this Declaration in the Official Records of the County. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party, including, without limitation, the Association, the Owners, or any Lenders; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of the Declarant, but the absence of such joinder shall not affect the validity of the Supplemental Declaration. The Supplemental Declaration shall subject the annexed property to the covenants, conditions, and restrictions contained in this Declaration as though the annexed property were described herein as a portion of the Property. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant and as may be necessary to reflect the different character, if any, of the annexed property. The Declarant may designate any annexed property as Common Areas or Lots as set forth in the Supplemental Declaration annexing such property. Except as otherwise provided herein, prior to the Community Completion Date, only the Declarant may add additional lands to the Property. Nothing in this Declaration shall be construed to require the Declarant to add any real property to the Property or to require the Declarant to declare any portion of any properties added to the Property to be Common Areas or Lots.

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional property may be

annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners present, in person or by proxy, at a duly noticed meeting of the Members at which a quorum is attained.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of the Property, or any additions thereto, may be withdrawn by the Declarant from the provisions and applicability of this Declaration by recording a Supplemental Declaration to this Declaration in the Official Records of the County. The right of the Declarant to withdraw portions of the Property, or any additions thereto, shall not apply to any Lot that has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner is obtained. The withdrawal of any portion of the Property, or any additions thereto, shall not require the consent or joinder of any other party, including, without limitation, the Association, the Owners (except as set forth above) or any Lenders; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of the Declarant, but the absence of such joinder shall not affect the validity of the Supplemental Declaration. If the Declarant withdraws portions of the Property, or any additions thereto, from the operation of this Declaration, the Declarant may, but is not required to, subject to governmental approvals (if any), create other forms of residential property ownership or other Improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by the Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant. The Association shall have no right to withdraw land from the Property.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Article V shall be effective upon recording in the Official Records of the County, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

ARTICLE VI

MAINTENANCE AND IMPROVEMENT OF THE PROPERTY

6.1 Maintenance by the Association.

6.1.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace, and operate the Common Areas in a continuous and satisfactory manner. Except as otherwise provided herein, the Association only shall maintain those Common Areas that

are readily accessible to the Association. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot. The Association shall also be responsible for the payment of property taxes and governmental assessments levied against the Common Areas. Except as otherwise set forth herein, the fees, costs, and expenses in performing such maintenance, repair, replacement, and operation shall be Common Expenses.

6.1.2 Paved and Concrete Areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair, replacement, and resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including, without limitation, private roadways, parking areas, pathways, and sidewalks. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The Association shall determine periodically the parameters of the inspection to be performed, if any. The cost of such inspection shall be a part of the Common Expenses.

6.1.3 Private Right-of-Way. Except as otherwise provided in Section 6.4, the Association shall maintain, repair, and replace as part of the Common Expenses the sidewalk, irrigation, trees, and other landscaping located in the private right-of-way adjacent to any Common Areas.

6.1.4 Retaining Walls. The Declarant may construct retaining walls within the Property (the "Retaining Walls"). Retaining Walls located within the Common Areas shall be maintained, repaired, and replaced by the Association as part of the Common Expenses. Structural maintenance and repairs of Retaining Walls located within Lots shall be the responsibility of the Association; however, the Owner of the Lot that includes the Retaining Wall shall be responsible for day-to-day maintenance and cleaning of such Retaining Wall. Failure of the Association to undertake any maintenance, replacement, or repair of the Retaining Wall shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section 6.1.4 to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Retaining Walls. NO STRUCTURES OR LANDSCAPING, INCLUDING, WITHOUT LIMITATION, FENCES, IRRIGATION PIPES, AND TREES, SHALL BE INSTALLED WITHIN TWO FEET (2') FROM ANY RETAINING WALL.

6.1.5 Perimeter Walls/Fences. The Declarant may install perimeter walls or fences within the Property (the "Perimeter Walls/Fences"). The Association at all times shall have the exclusive right and obligation to maintain, repair, and replace any Perimeter Walls/Fences, including, without limitation, Perimeter Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning of the interior of any Perimeter Walls/Fences, or portion thereof, located on the Owner's Lot. The Association shall perform any such maintenance, repair, or replacement of the Perimeter Walls/Fences at the Board's discretion and the costs of such maintenance, repairs, or replacement shall be Common Expenses. Failure of the Association to undertake any such maintenance, repair, or replacement of the Perimeter Walls/Fences

shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section 6.1.5 to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

6.1.6 Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after Turnover), maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after Turnover) upon areas that are within or outside of the Property. Such areas may abut, or be proximate to, the Property, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity, or a property owners' association. These areas may include, for example purposes only and not limited to, parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, and/or community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the Members or to amend such agreements or arrangements if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

6.1.7 Maintenance of the Exterior of the Home. The Association shall be responsible for normal and routine pressure cleaning of the exterior of the Homes and the "Shared Roofing" (as such term is hereinafter defined). The Association shall also be responsible for normal and routine painting of the exterior of the Homes. The Board shall determine the need for such cleaning and painting from time to time and in its sole discretion. All fees, costs, and expenses related to said cleaning and painting shall be Common Expenses.

6.1.8 Maintenance of Lot Landscaping. The Association shall maintain all landscaping within the Lots and the Limited Common Areas. Such maintenance shall include mowing, trimming, edging, weeding, fertilizing, irrigation, insect and disease control, and mulching, as may be further set forth below:

(i) Grass. Grass shall be maintained in a neat and appropriate manner and shall be mowed no less than weekly during spring and summer months and bi-weekly during winter and fall months. In no event shall lawns within any Lot be in excess of five inches (5") in height. Edging of all streets, curbs, beds, and borders shall be performed as needed. Chemical edging shall not be permitted.

(ii) Mulch. Mulch shall be replenished as needed on a yearly basis or sooner, if circumstances warrant.

(iii) Insect and Disease Control. Insect and disease control shall be performed on an as needed basis.

(iv) Fertilization. Fertilization of all grass, trees, shrubs, and other plantings shall be performed according to Best Management Practices as provided by the County Extension Service (if any) or The University of Florida IFAS Extension.

(v) Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

(vi) Modifications to Landscaped Areas. In the event an Owner alters, improves, or otherwise changes any landscaped areas in accordance with this Declaration which increases the landscaping maintenance, and cost therefor, to be performed by the Association, the increase in landscaping maintenance costs incurred, or to be incurred, by the Association shall be assessable against the Owner and the Lot as an Individual Assessment.

(vii) Association Access. In accordance with the easement rights granted in Section 4.10 of this Declaration, the Association, its directors, officers, committee members, managers, agents, and employees, shall be permitted access to the Lots to carry out the maintenance obligations as set forth in this Section 6.1.8. Any entry by the Association, its directors, officers, committee members, managers, agents, and employees, in accordance with this Section 6.1.8 shall not be deemed a trespass. The foregoing rights shall not be deemed to include entry into any Home. In the event any Owner refuses to provide the foregoing access, the Owner shall be deemed to have voluntarily and knowingly assumed responsibility to perform, at the Owner's sole cost and expense, all landscaping maintenance as to the landscaped areas for which access is denied. No Owner shall be exempt from such Owner's share of Common Expenses attributable to landscape maintenance by refusal to provide the Association with access to the Owner's Lot for the purpose of performing maintenance upon such Lot in accordance with this Declaration or by voluntarily undertaking any maintenance upon such Lot which is otherwise the responsibility of the Association in accordance with this Declaration.

6.1.9 Negligence. The fees, costs, and expenses incurred by the Association for any maintenance, repair, or replacement of any portion of the Common Areas or other areas for which the Association is responsible to maintain occasioned by the negligent or willful acts of an Owner, resident, tenant, guest, or invitee or caused by the failure of an Owner, resident, tenant, guest, or invitee to comply with the Governing Documents shall be borne solely by such Owner, and the Lot owned by such Owner shall be subject to an Individual Assessment for all such fees, costs, and expenses. Further, the Owner shall be responsible for all fees, costs, and expenses of maintenance, repair, or replacement of any portion of the drainage facilities located on such Owner's Lot if such maintenance, repair, or replacement is occasioned by the negligent or willful acts of an Owner, resident, tenant, guest, or invitee or caused by the failure of an Owner, resident, tenant, guest, or invitee to comply with the Governing Documents.

6.1.10 Alterations and Improvements. The Association, by and through the Board, may make alterations and improvements to the Common Areas, any portion thereof and any improvements thereon, costing, in the aggregate, equal to or less than of Five Thousand Dollars (\$5,000.00) without the approval of the Owners. Alterations and improvements costing, in the aggregate, in excess of Five Thousand Dollars (\$5,000.00) must first be approved by a majority of the Owners present, in person or by proxy, at a meeting of the Members at which a quorum is attained.

6.1.11 Declarant Indemnification. The Association, being the entity responsible for the ownership, operation, maintenance, repair, and replacement of the Common Areas, hereby agrees to indemnify, defend, and hold the Declarant Parties harmless from and against any and all Losses arising out of or in any way resulting from or in any way connected with: (i) any acts or omissions of the Association Parties and their respective heirs, successors, and assigns; (ii) personal injury, loss of life, or damage to property sustained on or about the Common Areas, or other property serving the Association, and improvements thereon; and/or (iii) activities or operations of the Association or the Owners. The Association's obligation to defend the Declarant Parties shall be triggered upon any allegation or claim being asserted that, in whole or in part, is to be indemnified or defended pursuant to this Section 6.1.10. If any indemnified party is compelled to enforce the Association's obligations in this Section 6.1.10, such indemnified party shall recover any and all Legal Fees incurred in prosecuting such enforcement action in addition to Legal Fees incurred in defending the underlying allegations or claims. The costs of fulfilling the Association's indemnification, defense, and hold harmless obligations in this Section 6.1.10 shall be Common Expenses to the extent such matters are not covered by insurance maintained by the Association. Notwithstanding the foregoing, the indemnification and defense obligations in this Section 6.1.10 shall not apply to: (i) any damage claim directly asserted by the Association against the Declarant for defects in construction of improvements constructed by the Declarant on the Common Areas provided such claim does not arise out of or result from any third-party claim, and/or (ii) any gross negligence or willful misconduct by the indemnified parties.

6.2 Drainage Facilities. The Stormwater Management System, including, without limitation, swales, pipes, pumps, and/or retention/detention areas, as may be part of the Common Areas and/or Lots, shall be maintained, repaired, replaced, and operated by the Master Association in accordance with the Master Declaration. The Master Association shall also maintain and manage the irrigation system throughout the Property in accordance with the Master Declaration. Notwithstanding the foregoing, the Master Association shall not be responsible for the maintenance, repair, or replacement of any landscaping or other improvements upon any portion of the Property, including, without limitation, any maintenance, repair, or replacement of grass, trees, shrubs, flowers, or other plantings occasioned by insufficient watering or poor water quality. In the event the Stormwater Management System, or any portion thereof, is adversely affected by improvements to the Property (including, without limitation, landscaping, fences, or other improvements), the cost to correct, repair, or replace same shall be the responsibility of the Association or the Owner, as applicable. NOTWITHSTANDING THE FOREGOING, THE MASTER ASSOCIATION AND THE DECLARANT SHALL HAVE NO

RESPONSIBILITY OR LIABILITY FOR DRAINAGE ISSUES OF ANY TYPE WHATSOEVER RESULTING FROM ANY IMPROVEMENT TO OR ALTERATION OF THE PROPERTY BY THE ASSOCIATION OR ANY OWNER.

6.3 Maintenance by Owners. As further set forth below, all Lots and Homes, including, without limitation, all landscaping, driveways, walkways, and any property, improvements, and appurtenances to Lots and Homes not maintained by the Association shall be kept and well maintained, repaired, and replaced in first class, good, safe, clean, neat, and attractive condition consistent with the general appearance of the Community by the Owner of the applicable Lot at such Owner's sole expense. Such maintenance, repair, and replacement obligations shall include, without limitation, the Limited Common Areas, as further set forth herein below and in Section 6.4 below.

6.3.1 Landscaping. Notwithstanding the Association's landscaping maintenance obligations as set out in Section 6.1.8 above, each Owner shall be responsible for the repair and replacement of all landscaped areas and other improvements within any portion of the Lot and the Limited Common Areas appurtenant thereto. Any such repair and replacement shall be consistent with the landscape maintenance standards set forth below:

(i) Trees and Shrubs. No tree, shrub, or other planting installed by the Declarant on any Lot shall be felled, removed, or cut down unless such tree, shrub, or other planting is diseased, dead, dying, or presents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing the Property. If any such tree, shrub, or other planting dies, such tree, shrub, or other planting shall be replaced by the Owner of the Lot upon which the tree, shrub, or other planting was located, at the Owner's sole expense, by a tree, shrub, or other planting of the same or substantially similar type, unless otherwise approved by the ACC. No other objects or landscaping may be installed in place of any such trees, shrubs, or other planting, unless otherwise approved by the ACC.

(ii) Shrubs. All shrubs shall be trimmed as needed.

(iii) Grass. Subject to applicable law, only St. Augustine grass (i.e., Floratam or a similar variety) is permitted in the front yards and side yards, including, without limitation, side yards facing a street. If the County or SFWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia, and if it dies, may only be replaced with Bahia. Dead grass shall be removed and replaced within thirty (30) days of death.

(iv) Modification to Landscaped Areas. Without the prior written consent of the ACC, no grass, topsoil, tree, shrubbery, or other planting shall be removed from the Property by an Owner and there shall be no change by an Owner in the plant landscaping, elevation, condition of the soil, or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Additionally, any and all such removals and changes which may affect the Stormwater

Management System must be approved by the Master Association, in advance and writing, in accordance with the procedures as set forth in the Master Declaration. Notwithstanding the foregoing, Owners who install Improvements to the Lot (including, without limitation, landscaping, fences, or concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage issues resulting from such Improvement, including, without limitation, removing excess water and/or repairing the Stormwater Management System. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

6.3.2 Exterior Home Maintenance. Subject to the maintenance duties of the Association, each Owner is solely responsible for the proper maintenance, repair, replacement, and cleaning of the Owner's Home, including, without limitation, the roof and the exterior walls of the Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating (collectively, the "Exterior Finish"). If so, then while the Exterior Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of the Exterior Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the Exterior Finish application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to inspect the Exterior Finish to the exterior walls for cracking and engage a qualified professional to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior caulk material in the exterior wall system openings (i.e., windows, doors, hose bibs, etc.) for peeling, cracking, or separating. If the inspection reveals any such items, the Owner is responsible for engaging a qualified professional to clean, repair, and re-caulk those areas of the Home. All of the foregoing shall be completed by the Owner in a timely fashion to prevent any damage to the Home or any Home attached thereto.

6.3.3 Party Walls. The Homes comprising each building are attached by common walls, known as "Party Walls," between each Home that adjoins another Home. The center line of a Party Wall is the common boundary of the adjoining Home. The cost of maintaining each side of a Party Wall shall be borne by the Owner using said side, except as otherwise provided herein. Each adjoining Owner of a Party Wall, and such Owner's heirs, successors, and assigns, shall have the right to use same jointly with the other Owner to said Party Wall as herein set forth. The term "use" shall and does include normal interior usage such as paneling, plastering, decoration, erection of tangent walls, and shelving but prohibits any form of alteration which would cause an aperture, hole, conduit, break or other displacement of the original concrete forming said Party Wall. Repairs or replacement of Party Walls shall be to its original construction. Structural changes to Party Walls are prohibited. Each Owner shall have right to file a lien for repair costs.

6.3.4 Shared Roofing. The entire roof of each building containing Homes, any and all roof structure support, and any and all appurtenances to such structures, including, without limitation, the roof covering, fascia, soffit, and roof drainage fixtures,

shall be collectively referred to as "Shared Roofing." The Shared Roofing shall not be considered as Common Area. To the extent not inconsistent with the provisions herein, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. All Owners who make use of the Shared Roofing shall share the cost of reasonable repair and maintenance of such Shared Roofing equally. If any portion of the shared roofing is destroyed or damaged by fire or other casualty, then to the extent that such damage is not covered by insurance and repaired out of the proceeds of the Shared Roofing, all Owners who make use of the Shared Roofing shall contribute to the restoration cost in equal proportions. However, such contribution will not prejudice the right to call for a larger contribution from an Owner who may have a greater liability under any rule of law regarding liability for negligent or willful acts or omissions. The right of an Owner to contribution from any other Owner under this Section 6.3.4 shall be appurtenant to the land and shall pass to such Owner's successors-in-title. Repairs or replacement of Shared Roofing shall be to its original construction. Structural changes to Shared Roofing are prohibited. Each Owner shall have right to file a lien for repair costs.

6.3.5 Paved and Concrete Surfaces. Each Owner shall be responsible to timely maintain, repair, and replace the driveways, walkways, sidewalks, including, without limitation, concrete or brick pavers, and other paved and concrete surfaces comprising part of a Lot and the Limited Common Areas appurtenant thereto, as further set forth in Section 6.4 below. If the County or any of its respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces located within an Owner's Lot for the installation, repair, replacement, or maintenance of utilities, then the Owner of the applicable Lot shall be responsible to replace or repair the paved or concrete surfaces at such Owner's expense.

6.3.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight, including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold, and/or water intrusion. The Declarant shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS, AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH 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 OWNER SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS, AND/OR FUNGI AND TO HAVE RELEASED DECLARANT FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

6.3.7 Party Fences. Those walls or fences installed which may be constructed by the Declarant on a dividing line between separate Lots shall constitute

"Party Fences." Each adjoining Owner's obligation with respect to Party Fences shall be determined by this Declaration, except as otherwise required by Florida law, as further set forth below:

(i) Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Party Fence facing their Lot. Except as provided in this Section 6.3.7, the cost of reasonable repair shall be shared equally by the Owners of the adjoining Lots.

(ii) Damage by One Owner. If a Party Fence is damaged or destroyed by the act of one (1) adjoining Owner, or any resident, tenant, guest, or invitee of the Owner's Lot, regardless of cause, then that Owner shall immediately repair or replace the Party Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss, or liabilities related thereto. Any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

(a) No Owner shall allow sprinklers to spray or other water sources to deliver water within one foot (1') of any Party Fence, excluding rainfall that falls directly on such area (e.g., an Owner shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Party Fence);

(b) No Owner shall allow any tree to grow within six feet (6') of any Party Fence (with such distance measured from the above-ground part of the tree that is nearest to the Party Fence within five feet (5') of the ground level of the tree, including, without limitation, any portion of the root system that is not completely covered by soil);

(c) No Owner shall allow attachment of anything, including, but not limited to, any climbing plant or vine, to any Party Fence; and

(d) No Owner shall allow water to be provided by sprinkler, hose, hand delivery, or otherwise to any plant located within five feet (5') of any Party Fence; provided, however, Owners are permitted to allow water delivery to any plant located within one foot (1') of any Party Fence if the method of such delivery is either by drip line or by spray facing in a direction away from the Party Fence.

(iii) Other Damage. If a Party Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners, or any resident, tenant, guest, or invitee of the Owner's Lot, including, without limitation, ordinary wear and tear and deterioration from lapse of time, then the adjoining Owners shall repair or replace the Party Fence to its prior condition, equally sharing the expense; provided, however, that if a Party Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or any resident, tenant, guest,

or invitee of the Owner's Lot) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Party Fence and shall immediately repair the Party Fence to its prior condition.

(iv) Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter its Lot for the purpose of installations, alterations, repairs, or replacements to a Party Fence on the Lot of such adjoining Owners, provided that, other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section 6.3.7 shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

(v) Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 6.3.7 shall be appurtenant to the land and shall pass to such Owner's successors in title.

(vi) Consent of Adjoining Owner. In addition to meeting the requirements of this Declaration and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to, or rebuild (other than rebuilding in a manner materially consistent with the previously existing Party Fence) the Party Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed, or conditioned.

6.4 Limited Common Areas. Each Owner shall be responsible for the maintenance, repair, and replacement of the walkways and driveways (including, without limitation, the driveway apron) not maintained by the Association located within the right-of-way immediately adjacent to such Owner's Lot between such Owner's Lot and the private Common Area roadway, which area shall be deemed such Owner's "Limited Common Areas" appurtenant to the Owner's Lot. Each Owner is required to maintain, repair, and replace the driveways, walkways, including, without limitation, brick pavers, and other paved and concrete surfaces comprising part of the Owner's Limited Common Areas. In the event the County or any of its respective subdivisions, agencies, and/or divisions must remove any portion of the driveways, walkways, or other paved and concrete surfaces comprising part of the Owner's Limited Common Areas, then the Owner shall be responsible to replace or repair the paved and concrete surfaces affected thereby at such Owner's sole cost and expense, if such expenses are not paid for by the County, as applicable. Notwithstanding the foregoing, the Association shall maintain, repair, and replace the sidewalks within the Limited Common Areas as part of the Common Expenses, and each Owner shall keep the sidewalks within such Owner's Limited Common Areas in a neat and clean condition, including, without limitation, broom sweeping and pressure cleaning as needed. Neither the Declarant, nor the Association shall be liable for any damage, or repair thereof, to any sidewalk, walkway, or driveway cause by any tree, or the root system thereof, planted within a Lot, Limited Common Area, Common Areas, or elsewhere within the Property.

6.5 Right of the Association to Enforce. In addition to all other remedies available to the Association, in the event the Owner fails to comply with any of its obligations as set forth in this Article VI, including, without limitation, failing to properly maintain, repair, and replace the Owner's Lot, Home, and Limited Common Areas, the Association shall have the right, without obligation, to enter the Lot and the Limited Common Areas, as applicable, for the purpose of performing the maintenance, repair, and replacement obligations on behalf of the Owner. The costs and expenses incurred by the Association in performance thereof shall be assessable against the Lot and the Owner as an Individual Assessment. The determination of whether an Owner is failing to properly maintain, repair, and replace the Lot, Improvements, or Home shall be determined in the sole discretion of the Board. The Declarant hereby grants the Association an easement over each Lot, Home, and Limited Common Area for the purposes of ensuring compliance with the requirements of this Article VI.

ARTICLE VII **USE RESTRICTIONS**

Except as to the Declarant and any portion of the Property owned by the Declarant, all of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, the Community Standards, the Rules and Regulations, and any and all additional rules and regulations which may, from time to time, be adopted by the Declarant, prior to Turnover, and thereafter, by the Board:

7.1 Use of Lots. Each Lot is restricted to residential use as a residence by the Owner, residents, guests, and invitees thereof. Except as to the Declarant, no trade, business, profession, or commercial activity, or any other nonresidential use, shall be conducted upon any portion of the Property or within any Lot or Home by any Owner, resident, tenant, or guest, except that a home office is permitted so long as no customers or excessive deliveries are caused thereby, as determined in the sole discretion of the Board, and subject to applicable statutes and ordinances. No Owner, resident, tenant, guest, or invitee may actively engage in any solicitations for commercial purposes within the Property. No garage sales are permitted, except as approved by the Board in writing. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant.

7.2 Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant, prior to the Community Completion Date, and thereafter, the prior written approval of the Board, which may be granted or denied in the Declarant's or the Board's sole discretion. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to the Property, without the prior written approval of Declarant, prior to the Community Completion Date, and thereafter, the prior written approval of the Board, which may be granted or denied in the Declarant's or the Board's sole discretion.

7.3 Nuisances. No nuisance, as determined by the Board, nor any use or practice that is the source of unreasonable annoyance to others within the Property or which interferes with the peaceful possession and proper use of the Property, as determined by the Board, is permitted. Nothing shall be done or kept within the Property which may reasonably be expected to increase the rate of insurance maintained by the Association. No loud noises or noxious odors, as determined by the Board, shall be permitted within the Property.

7.4 Lawful Use. No immoral, improper, offensive, unlawful, or obnoxious use shall be made of any portion of the Property, as determined by the Board. All laws, zoning ordinances, and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification, or repair of a portion of the Property shall be the same as the responsibility for maintenance and repair of the property concerned.

7.5 Animals. No animals of any kind shall be raised, bred, or kept within the Property for commercial or breeding purposes. Only common domesticated household pets, including dogs or cats, may reside within a Home. No other animals, livestock, horses, swine (but specifically excluding miniature domesticated pigs), or poultry of any kind shall be kept, raised, bred, or maintained on any portion of the Property. No more than three (3) pets are permitted to be kept on any Lot. All pets shall be maintained and kept in accordance with all applicable County ordinances and the Rules and Regulations. No pet shall be permitted outside a Home unless such pet is kept on a leash, carried by hand, or within an enclosed portion of the Lot. No pet may be left unattended outside a Home. No dog runs or enclosures shall be permitted on any Lot. All solid animal waste deposited by a pet on the Property shall be immediately picked up and properly disposed of in a sanitary manner. Owners are responsible for the cost of repair or replacement of any Common Areas or property of the Association damaged by their pet. No pet shall become a nuisance, as determined by the Board, which nuisance activities include, without limitation, barking, growling, biting, jumping on others, lunging at others, or other obnoxious or aggressive behaviors. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. The Board shall have the right, without obligation, to demand permanent removal of any pet deemed to be a nuisance by the Board. When notice of permanent removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. Each Owner shall be responsible for all the activities of its pet. Each Owner who determines to keep a pet hereby agrees to indemnify and hold harmless the Association Parties and the Declarant Parties against any Losses arising from or related to such Owner having any pet on the Property.

7.6 Vehicle Restrictions and Parking. No commercial vehicle, limousine, dually truck, monster truck, recreational vehicle, golf cart, scooter, mini motorcycle, all-terrain vehicle (ATV), boat (or other watercraft), trailer (including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind, or description), or camper, may be kept within the Property except within the enclosed garage of a Home.

The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, sport utility vehicles (SUVs), or clean personal use vehicles, such as, and for example purposes only, pick-up trucks, vans, or cars if they are used on a daily basis for normal personal transportation; provided, however, vehicles with commercial lettering and/or images and/or ladders, racks, and hooks or such other equipment attached to such vehicles shall be "commercial vehicles" prohibited by this Section 7.6. The term "monster truck" shall be deemed to include pickup trucks modified with large suspension and large tires resulting in a lifted truck body. No vehicles bearing a "for sale" sign or with tarpaulin covers shall be parked anywhere within the Property within the view of others. Vehicles without a valid license plate and current registration are not permitted within the Property. No vehicle shall be used as a domicile or residence, either temporarily or permanently. No Owner, resident, tenant, or guest shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No vehicle which cannot operate on its own power shall remain within the Property for more than twelve (12) hours, except within the enclosed garage of a Home. No repair or maintenance of vehicles, except emergency repair, shall be made within the Property, except in the garage of a Home. No vehicles shall be stored on blocks. No ATVs, golf carts, scooters, or mini motorcycles are permitted to be used at any time on any paved surfaces forming a part of the Common Areas. Vehicles shall be parked in the garage or driveway of the respective Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of the Property except on the paved or concrete surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Areas, including, without limitation, the private roadways, except in designated parking areas, if any. To the extent the Property has any guest parking, Owners, residents, and tenants are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment, and the like, shall be parked in the Property except during the delivery of goods or during the provision of services. Subject to applicable laws and ordinances, any vehicle parked in violation of this Section 7.6 and/or the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle. Each Owner, by acceptance of title to a Lot, irrevocably grants to the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Section 7.6 and/or the Rules and Regulations. Neither the Association nor the towing company shall be liable to the Owner or the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal act, by reason of such towing or removal, and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind.

7.7 Oil and Mining Operations No oil, drilling development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, or mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted on any Lot.

7.8 Hazardous Substances No flammable, combustible, or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of the Property, except those which are required for normal household use. No fuel storage shall be

permitted within the Property, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces, or similar household devices. Any such permitted fuel storage must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

7.9 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to any occupancy of the Home, designate, in writing signed by an officer, director, or managing member of the entity, one (1) or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of the Governing Documents shall apply to both such Owner and the designated occupants.

7.10 Leases. Homes may be leased only in their entirety, and no room or portion of a Home may be leased. No Home or portion thereof shall be leased to transient tenants or for hotel-like rental. No Owner may list the Owner's Home on any website (e.g., AirBnB, VRBO, or HomeAway), print, or online publication advertising the Home for short term, "hotel-like" rental. No Home shall be subleased or subject to an assignment of lease. Occupancy within a leased Home shall only be by the tenant(s) and those individuals listed as occupants in the lease agreement. No lease shall be for a term of less than three (3) months nor more than one (1) year, and no Home may be leased more than two (2) times in any calendar year. All lease agreements shall be in writing. Within five (5) days following execution of a lease agreement, but in no event later than occupancy of the Home by the tenant(s), the Owner shall: (i) notify the Association in writing with the name of the tenant(s) and all others that will be occupying the Home; and (ii) provide the Association with a true, correct, and complete copy of the executed lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect. The provisions of this Section 7.9 shall also apply to renewals and extensions of lease agreements.

No Owner may lease a Home if such Owner is delinquent in the payment of any monetary obligation to the Association. In the event an Owner whose Home is leased is delinquent in the payment of any monetary obligation to the Association, the Association may, without limitation of other lawful remedies, make written demand to such Owner and such Owner's tenant(s) for payment of rent to be remitted to the Association in accordance with the Homeowners' Association Act. All leases are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease.

No Owner may lease a Home where such Owner is, at the time the Owner desires to lease a Home, in violation of any of the covenants, terms, conditions, and restrictions of the Governing Documents. Every lease shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the full compliance by the tenant(s) and the occupant(s) with the covenants, terms, conditions, and restrictions of the Governing Documents.

By acceptance of title to a Home, the Owner hereby agrees, at the Owner's sole expense, to remove by legal means, including, without limitation, eviction, the tenant(s) and occupant(s) in the event of any violation of any provision of the Governing Documents by the tenant(s) or occupant(s). Notwithstanding the foregoing, should the Owner fail to remove the tenant(s) and occupant(s) from the Home, the Association shall have the right, but not the obligation, to terminate the lease agreement and to evict/eject such tenant(s) and occupant(s) and exercise all such other legal remedies as may be available to the Association on behalf of the Owner. All Legal Fees associated with such eviction/ejection and/or action for other legal remedies as may be available to the Association shall be assessable against the Owner and the Lot as an Individual Assessment.

Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to the Owner's tenant(s) and occupant(s) of the leased Home, subject to the provisions of the Governing Documents. Any such delegation shall not relieve any Owner from its responsibilities and obligations provided herein.

The Owner shall be jointly and severally liable with the tenant(s) to the Association for any amount which is required by the Association to repair any damage to the Common Areas and Improvements thereon resulting from acts or omissions of tenant(s) and/or occupant(s) of the leased Home (as determined in the sole discretion of the Board) and to pay any claim for injury or damage to property caused by the negligence of the tenant(s) and/or occupant(s) of the leased Home, the costs and expenses of which shall be assessable against the Owner and the Lot as an Individual Assessment.

Each Owner shall collect from the tenant(s) and remit to the Association, no later than the date of occupancy of the Home by the tenant(s), a security deposit in the amount one (1) month's rental which may be used by the Association to cover expenses related to the maintenance and repairs of the Common Areas resulting from acts or omissions of tenant(s) or occupant(s) (as determined in the sole discretion of the Board). Payment of interest, claims against the security deposit, refunds, and disputes regarding the disposition of the security deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes. In the event that the Owner does not properly remit the security deposit to the Association, the Association may charge the security deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home and the collection of the deposit referred to herein from an Owner shall not reduce or abate any Owner's obligations pursuant to the Governing Documents or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed pursuant to the Governing Documents.

7.11 Personal Property Storage and Storage Structures. All personal property of Owners, residents, tenants, and guests shall be stored within the Homes, except for tasteful and typical patio furniture (as determined by the Board). No temporary or permanent utility or storage shed, storage building, tent, shack, or other structure or building shall be permitted within the Property. Water softeners, trash containers, propane

tanks, and other similar devices shall be properly screened from view in a manner approved by the ACC.

7.12 Decorations. No decorative items, including, without limitation, birdbaths, light fixtures, sculptures, statues, or weather vanes, shall be installed or placed within or upon any portion of a Lot without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the Lot commencing the month in which the holiday is celebrated and removed not later than two (2) weeks after the passing of the holiday (e.g., Halloween decorations and lighting may be displayed commencing October 1st and must be removed by November 14th, and Christmas decorations and lighting may be displayed commencing December 1st and must be removed by January 8th). The Association may require the removal of any holiday lighting that creates a nuisance, as determined by the Board (e.g., unacceptable spillover to an adjacent Home or excessive travel through the Property).

7.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all movable furniture, plants, and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither the Association nor the Declarant shall have any responsibility of any nature relating to any unoccupied Home.

7.14 Fences and Walls. No walls or fences shall be erected, constructed, or installed without the prior written consent of the ACC. In the event that any planned wall or fence is to be erected, constructed, or installed within an easement area or to cross any easement area, such ACC approval shall be subject to the Owner first receiving written approval from the easement holder(s) and all other applicable governmental authorities. In the event any wall or fence is installed within any easement area or blocks access to any easement area, the Owner shall be solely responsible for the prompt removal of the wall or fence and shall repair or replace the wall or fence once the easement holder completes work within the easement area and/or if the need for access to the easement area is no longer required at such time. No chain link or wood fencing of any kind is permitted. All walls and fences must be in compliance with the Community Standards. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. Walls shall be constructed in such a manner as to permit proper drainage. Notwithstanding that an Owner has obtained the approval of the ACC to erect, construct, or install a wall or fence, doing so shall be at the Owner's sole risk so long as the Declarant has not yet begun or is engaged in development of on an adjacent Lot. The Declarant shall have the right, without obligation and in its sole discretion, to temporarily remove the wall or fence if deemed necessary by the Declarant in order to complete development on the adjacent Lot. In the event such development activity on an adjacent Lot or the Declarant's temporary removal of the wall or fence causes damage to or destruction of such Owner's wall or fence or any part thereof, the Owner on whose Lot the wall or fence has been damaged shall be required, at the Owner's expense, to repair or replace such wall or fence in conformance with the requirements of the ACC's initial

approval of wall or fence, and the Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as development of the adjacent Lot has been completed and shall be pursued to completion with due diligence.

7.15 Screened Enclosures. All screening, screened enclosures, and enclosure of balconies or patios, including, without limitation, with vinyl windows, shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. No screen enclosure over a pool or back yard patio area may extend beyond a line extended and aligned with the side walls of the Home and cannot be higher than the roofline of the Home.

7.16 Driveways and Pressure Cleaning. Paved or concrete surfaces, including, without limitation, sidewalks, walkways, and driveways, shall be pressure cleaned within the time period stated in a written notice from the Board to the Owner of the applicable Lot, but in no event, later than thirty (30) days from date of such notice. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color, and pattern. Such applications shall not extend beyond the front property line of the Lot or include the sidewalk.

7.17 Garages. No garage shall be converted into a living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. No Owner shall store any items, materials, or other personal property in the garage of such Owner's Home to the extent such storage would limit or prohibit the use of the garage for the parking of vehicles.

7.18 Garbage Containers. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on any portion of the Lot, except in clean and sanitary garbage containers. No refuse or unsightly objects or debris shall be allowed to be placed or allowed to remain upon any Lot, except when properly placed for trash and garbage removal. Each Owner shall be responsible for properly depositing garbage and trash in garbage containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. No garbage containers, supplies, or other similar articles shall be maintained on any Lot so as to be visible from another Lot or the Common Areas, except for proper garbage removal. Garbage containers shall not be placed outside the Home for removal earlier than 7:00 p.m. on the day preceding scheduled removal and shall be removed the day of scheduled removal. No outside burning of trash or garbage is permitted. No odor shall be permitted to arise from a garbage container so as to render the Property or any portion thereof unsanitary, offensive, detrimental, or a nuisance to Owners, tenants, residents, or guests or to any other property in the vicinity thereof or to its occupants.

7.19 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC, shall match the color or trim of a Home and be of a neutral color. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters or other

protective devices. Panel, accordion, and roll-up style hurricane shutters may not be installed or closed except forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise.

7.20 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, fences, walls, or other Improvements or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant and the Master Association may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not the maintenance obligation of an Owner pursuant to the terms of this Declaration shall be the maintenance obligation of the Master Association in accordance with the Master Declaration.

7.21 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants, or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

7.22 Laundry. Subject to the provisions of section 163.04, Florida Statutes, to the extent applicable, no rugs, mats, or laundry of any kind, or any other similar type article, shall be shaken, hung, or exposed so as to be visible outside the Home or Lot. Clotheslines or clothes poles may be installed in the rear of a Lot so long as it is not visible from the Common Areas or an adjoining Lot; provided, that, any such clothesline or clothes pole shall be removed when it is not in use as a clothesline or clothes pole.

7.23 Satellite Dishes and Antennae. Except as may be installed by the Declarant or the Association, no antennas, satellite dishes, aerials, or other devices for communication or transmission of current shall be placed on any portion of the Common Areas or any property owned by the Association. Subject to the Federal Telecommunications Act of 1996, as amended from time to time, satellite dishes approved by the ACC to be installed on a Lot or other area in the exclusive control of the Owner shall be no greater than one (1) meter in diameter. In no event, however, shall lines or wires for communication or the transmission of current be constructed, placed, or permitted to be placed within the Common Areas unless the same shall be installed by the Declarant or the Association for the common use of all Owners. Any installation of communication equipment by an Owner shall not relieve such Owner from payment of any portion of Assessments. The ACC may, from time to time, adopt reasonable standards regarding the visibility and location of permissible antennas, satellite dishes, or any other communication equipment to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation.

7.24 Signs and Flags. Except as otherwise provided in section 720.304(2), Florida Statutes, no flags or flag poles are permitted without the prior written approval of the ACC. No sign, display, poster, banner, advertisement, notice, or other lettering shall

be exhibited, displayed, inscribed, painted, hung, or affixed in or upon any Home, Lot, or vehicle, that is visible from the Common Areas or another Lot.

7.25 Sports Equipment. No recreational, playground, or sports equipment, either permanent or temporary, including, without limitation, basketball backboards and hoops, skateboard ramps, or play structures, shall be installed, constructed, or placed within or about any portion of a Lot without the prior written consent of the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. The Board may adopt, amend, or rescind reasonable rules and regulations regarding the use of any recreational, playground, or sports equipment, including, without limitation, times during which basketball hoops and/or play structures may be used.

7.26 Swimming Pools. No above-ground pools shall be permitted on any Lot. All in-ground pools, hot tubs, spas, and appurtenances installed shall require the prior written approval of the ACC. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless otherwise approved by the ACC; (iii) any swimming pool constructed on any Lot must be constructed with the necessary safety barriers and barrier gates as required by Florida law. Unless installed by the Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Under no circumstances may chlorinated water be discharged onto adjacent Lots, streets, roadways, or any retention/detention areas within the Property or adjoining properties.

7.27 Visibility on Corners. Notwithstanding anything to the contrary, no obstruction to visibility at street intersections shall be permitted, and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs, plantings, or other Improvements shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

7.28 Wells and Septic Tanks. No individual wells or septic tanks are permitted on any Lot.

7.29 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful window coverings, and no newspaper, aluminum foil, sheets, cardboard, towels, or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies, or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted without the prior written approval of the ACC.

7.30 Solar Panels. To the extent not prohibited by law, solar collectors shall not be visible from the road on which the Home is situated. The ACC may determine the specific location where solar collectors may be installed on the roof within an orientation to the south or within forty-five degrees (45°) east or west of due south if such determination does not impair the effective operation of the solar collectors.

7.31 Air Conditioning Units. Only central air conditioning units are permitted, and no window, wall, or portable air conditioning units are permitted. All exterior air conditioning units, pumps, electric, mechanical, and all other equipment must be screened from view by landscaping or other materials as approved in writing by the ACC, and in any event, no exterior air conditioning units or other equipment shall be placed in the front of a Home.

7.32 Use of Waterbodies. Swimming, fishing, boating, and use of personal watercraft (e.g. jet skis) is prohibited within any of the retention/detention areas within the Property. No private docks may be erected within any waterbody within the Property.

7.33 Control of Contractors. Except for direct services which may be offered to the Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association director or officer or the Association's manager shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

7.34 Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout the Property.

7.35 Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety, and welfare of such Owner and the residents, tenants, guests, and invitees of the Owner's Lot, including, without limitation, minors, and the personal property of all of the foregoing. No person shall cause or permit any damage to the Common Areas or interfere with the rights of other Owners hereunder. Neither the Declarant nor the Association shall be responsible for any loss or damage to any personal property brought into, used, placed, or left within or upon the Common Areas, including, without limitation, the Recreational Facilities. Any person using the Common Areas, including, without limitation, engaging in any contest, game, function, exercise, competition, or other activity, shall do so at their own risk. By the use of the Common Areas, each Owner, resident, tenant, guest, and invitee agrees to indemnify and hold harmless the Association Parties and the Declarant Parties from and against all Losses incurred by or asserted against any of the Association Parties or the Declarant Parties as a result of or in any way related to use of the Common Areas by such persons. Should any Owner, resident, tenant, guest, or invitee bring suit against any of the Association Parties or the Declarant Parties for any Losses and fail to obtain judgment therein against the Association Parties or the Declarant Parties, the Owner resident, tenant, guest, or invitee, as applicable, shall be liable to the Association Parties or the Declarant Parties,

as applicable, for all Legal Fees incurred by the Association Parties or the Declarant Parties, as applicable, in the defense of such suit.

7.36 Activities. The Common Areas shall not be used by Owners, residents, tenants, guests, or invitees for any society, party, religious, political, charitable, fraternal, civil, fund-raising, or other purposes without the prior written consent of the Board, which consent may be withheld for any reason.

7.37 Association Personal Property. Personal property of the Association used in connection with the Community and/or the Common Areas shall not be removed from the location in which it is placed or from the Common Areas without the prior written consent of the Board.

7.38 Master Association Rules and Regulations. The Owners, tenants, residents, guests, and invitees shall additionally abide by the use restrictions as set out in the Master Declaration and the rules and regulations promulgated from time to time by the Master Association.

7.39 Declarant Exemption. The use restrictions and limitations set forth in this Article VII, the Community Standards, and the Rules and Regulations shall not apply to the Declarant or to any property owned by the Declarant and shall not be applied in a manner that would prohibit or restrict the development or operation of the Property by the Declarant or adversely affect the interests of the Declarant. The Declarant shall specifically be exempt from any rules, restrictions, resolutions, or other actions of the Board or of the Members which interfere in any manner whatsoever with the Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. The Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article VII in addition to whatever remedies at law to which it might be entitled. Without limiting the foregoing, the Declarant shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and Improvements thereon within the Property, and make any additions, alterations, or changes thereto; (ii) maintain sales offices for the sale, re-sale, and/or lease of Lots and of properties located outside of the Property, general offices, and construction operations within the Property; (iii) place, erect, or construct portable, temporary, or accessory buildings or structures within the Property for sales, construction storage, or other purposes deemed suitable by the Declarant; (iv) temporarily deposit, dump, or accumulate materials, trash, refuse, debris, and rubbish in connection with the development or construction of any portion of the Property; (v) post, display, inscribe, or affix to any portion of the Property, signs and other materials used in developing, constructing, selling, or promoting the sale of any portion of the Property; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to the Property by dredge or dragline, store fill within the Property, and remove and/or sell excess fill; (vii) grow or store plants and trees within, or contiguous to, the Property and use and/or sell excess plants and trees; (viii) use construction vehicles in connection with construction, improvement, installation, or repair by the Declarant, or its agents, within

the Property; and (ix) undertake all activities which, in the sole opinion of the Declarant, are necessary or convenient for the development and sale of any portion of the Property.

ARTICLE VIII **INSURANCE**

8.1 Common Areas.

8.1.1 Coverages. The Association shall purchase and maintain the following insurance coverages subject to the following provisions:

(i) **Casualty.** Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation, and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Common Areas, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Common Areas in developments similar to the Community in construction, location, and use.

(ii) **Liability Insurance.** General liability insurance coverage insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance, repair, replacement, and use of the Common Areas and any Improvements thereon, and for any other risks insured against by such policies with such limits deemed appropriate by the Board. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

(iii) **Flood Insurance.** If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association may maintain insurance coverage in appropriate amounts, available under NFIP, for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

(iv) **Fidelity Coverage.** Adequate fidelity coverage shall be maintained in accordance with the By-Laws.

(v) **Directors and Officers Liability Insurance.** Adequate Directors' and Officers' liability insurance in such amounts and with such provisions as approved by the Board.

(vi) **Additional Insurance.** Such other insurance coverage as deemed appropriate by the Board, from time to time, including, without limitation, worker's compensation insurance and insurance for lawsuits related to employment contracts in

which the Association is a party, in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Common Areas and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its Officers and Directors. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not Association owns title thereto.

8.1.2 Cost of Payment of Premiums and Deductibles. Except as otherwise provided herein, the costs of all insurance maintained by the Association, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, are Common Expenses.

8.1.3 Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and Improvements thereon to the extent deemed advisable by the Board, and the remaining balance thereof, if any, shall then be distributed pro rata to the Owners and Lenders as their respective interests may appear.

8.2 Homeowner Insurance. Each Owner shall be required to obtain and maintain adequate insurance for such Owner's Lot and Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home, as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on such Owner's Lot and Home which complies with the provisions of this Section 8.2. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right, without obligation, to bring an action to require an Owner to comply with the Owner's obligations hereunder. The Association, its directors, officers, committee members, agents, and employees, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on the Owner's Lot and Home.

8.3 Declarant. Prior to Turnover, the Declarant shall have the right, at the Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing. Until the Community Completion Date, the Declarant shall be named as "additional insured" by endorsement on all policies obtained by the Association. Notwithstanding anything to the contrary, the Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers, and directors, shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

8.4 Insurance Trustee. The Board may, in its sole discretion, appoint itself, a Florida or national bank with trust powers, or such other person or entity, in the Board's sole discretion, as insurance trustee hereunder. If the Board fails or elects not to appoint an insurance trustee, the Association will perform directly all obligations imposed upon the insurance trustee by this Declaration. Fees and expenses of any insurance trustee shall be Common Expenses.

8.5 Association as Agent. The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

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

ARTICLE IX **DAMAGE TO OR DESTRUCTION OF THE PROPERTY**

9.1 Damage to or Destruction of a Lot. In the event a Lot, or any portion thereof, is damaged or destroyed by fire, flood, or other casualty, the Owner of such Lot shall do one (1) of the following: (i) the Owner shall commence reconstruction and/or repair of the Lot ("Required Repair"), or (ii) the Owner shall, to the extent permitted by law, tear the Home on the Lot down, remove all the debris, and re-sod and landscape the Lot as required by the ACC ("Required Demolition"). If an Owner elects to perform the Required Repair, then such work must be: (a) approved by the ACC; (b) commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home; (c) conducted in a continuous, diligent, and timely manner; and (d) completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion, subject to extension if required by law. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers casualty damage to or destruction of a Lot, the Owner of such damaged or

destroyed Lot shall not perform any activities that would negate such coverage or impair the availability of such coverage.

9.1.1 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by Section 9.1 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of the Property.

9.1.2 Additional Rights of the Association. In addition to all other remedies available to the Association, the Association shall have the right, without obligation, to bring an action against an Owner who fails to comply with the requirements of Section 9.1. Without limitation, if an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition, then the Association, in the Board's sole and absolute discretion, is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section 9.1.2 shall be in conformance with the original plans and specifications for the Home. The Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section 9.1.2 if any contractor certifies in writing to the Association that such Home cannot be rebuilt or repaired without demolition. The costs and expenses of any Required Repair or Required Demolition, as applicable, conducted by the Association in accordance with this Section 9.1.2, including, without limitation, any costs and expenses incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association, shall be levied against the Lot and the Owner thereof as an Individual Assessment. The Association Parties shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section 9.1.

9.2 Damage to or Destruction of the Common Areas. In the event of damage to or destruction of the Common Areas, or any portion thereof, the Association shall be responsible for repair and reconstruction after casualty. Any repair or reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original Improvement, or as the Improvement was last constructed, subject to modification to conform to the then current governmental regulation(s). In the event insurance proceeds are insufficient to effect total repair or reconstruction of the Common Areas, or any portion thereof, damaged or destroyed by casualty, the Association shall raise the necessary funds in excess of insurance proceeds by levying Special Assessments against all Owners.

ARTICLE X ASSESSMENTS AND COLLECTION

10.1 Covenant to Pay Assessments. In order to fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens, and easements herein contained and to maintain, operate, and preserve the Common Areas for the use and benefit of the Owners, residents, tenants, guests, and invitees, there is hereby imposed upon each Lot and each Owner, the affirmative covenant and obligation

to pay to the Association, commencing from and after the first conveyance of a Lot from the Declarant as evidenced by the recordation of a deed in the County's Official Records, all Assessments as set forth herein, which Assessments include, without limitation, General Assessments, Special Assessments, and Individual Assessments. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including, without limitation, any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association all Assessments or charges as are fixed, established, and collected from time to time by the Association and that each Lot and the Owners thereof are jointly and severally liable for their portion of Assessments. Any individual or entity, unless otherwise set out herein, acquiring title to a Lot shall be personally liable, jointly and severally, for any unpaid sums due and payable to the Association that are attributed to the Lot, including, without limitation, any unpaid Assessments, late fees, interest, and any Legal Fees with respect to such Lot. Each Owner is jointly and severally liable with the previous owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title.

10.2 Establishment of Lien. Each Assessment, and other charges and fees set forth herein, together with interest thereon, administrative late fees, and costs of collection, including, without limitation, all Legal Fees, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien established by this Section 10.2 shall relate back to the date of recording this Declaration among the County's Official Records.

10.3 Master Association Assessments. Assessments levied and imposed upon the Owners and the Lots by the Master Association in accordance with the Master Declaration shall be collected by the Association, on behalf of all Owners and all Lots. The Association shall thereafter remit such Master Association assessments to the Master Association. The duty of the Association to pay the Master Association assessments on behalf of all Owner and all Lots shall not be deferred or relieved by any non-payment of assessments by any Owner. Any Master Association assessment for which the Association is required to pay in the event of Owner non-payment shall be assessable against such non-paying Owner and such Owner's Lot as an Individual Assessment.

10.4 General Assessments. General Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and the Property, including, without limitation, the Common Expenses. General Assessments shall be established by the adoption of the annual budget as further set forth in the By-Laws and subject to this Section 10.4. The Board may, from time to time, determine when General Assessments will be collected by the Association (i.e., monthly, quarterly, or annually). Unless otherwise established by the Board, General Assessments shall be collected in advance on a monthly basis. The Board shall fix the date of commencement and the amount of General Assessments for each fiscal year of the Association at least thirty (30) days in advance of the commencement of the fiscal

year for which the annual budget is adopted. Written notice of General Assessments shall thereupon be sent to every Owner subject thereto at least fifteen (15) days prior to payment of the first installment thereof. In the event no such notice of a change in General Assessments for the upcoming fiscal year is given, the amount payable shall continue to be the same as the amount payable for the previous fiscal year, until changed in the manner provided for herein. The amount of General Assessments (and applicable installments) may be changed at any time by the Board from that originally stipulated or from any other General Assessments that are in the future adopted. The General Assessments for any year shall be levied for the fiscal year (to be reconsidered and amended, as necessary), but the amount of any revised General Assessment to be levied during any period shorter than a full fiscal year shall be in proportion to the number of months (or other appropriate installments) remaining in such fiscal year.

10.4.1 Reserves. The Declarant does not and will not create Statutory Reserves. The Board may, but shall have no obligation to, include in the annual budget Non-Statutory Reserves, including, without limitation, reserves for maintenance, repair, and replacement of the Recreational Facilities. Reserves shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Reserves are established. Notwithstanding any provision in this Declaration to the contrary, the Declarant shall not be responsible for the payment of Reserves or any portion thereof. Therefore, in the event Statutory Reserves are later created by the Owners in accordance with section 720.303(6)(d), Florida Statutes, or in the event the Board creates Non-Statutory Reserves, the Declarant shall not be responsible for the payment of any such Reserves through the Community Completion Date or to such other date provided by law, whichever is longer.

10.4.2 Allocation. Except as provided herein with respect to "Vacant Lots" and "Spec Lots" (as such terms are hereinafter defined), as further set forth below, General Assessments imposed by the Association shall be imposed against all Lots equally. Subject to the rights of the Declarant pursuant to Section 10.11 below, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "Vacant Lot") and any Lot that has a Home constructed thereon but is owned by the Declarant (a "Spec Lot") shall be assessed at ten percent (10%) of the General Assessment, less Reserves (if any), assessed to Lots with Homes constructed thereon and owned by Owners. In accordance with section 720.308(1)(a), Florida Statutes, this lesser General Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one hundred percent (100%) of General Assessments, except as otherwise provided herein. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves or Individual Assessments and, to the extent permitted by law, Special Assessments, as further set forth below. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. Each Owner agrees that so long as it does not pay more than the required amount, they shall have no grounds upon which to object

to either the method of payment or nonpayment by other Owners or the Declarant of any sums due.

10.5 Special Assessments. The Association, by and through the Board, shall have the right to levy Special Assessments, from time to time, against all Owners and Lots for any of the following purposes: (i) the cost of reconstructing, replacing, or improving the Common Areas, or any portion thereof or Improvements thereon; (ii) any casualty loss affecting the Association or the Common Areas, or any portion thereof or Improvements thereon, to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; (iii) any judgment against the Association (or against any Director or Officer if and to the extent such Director or Officer is entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Officer to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Officer) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; (iv) Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution, or settlement thereof or otherwise), except those Legal Fees incurred by the Association in connection with the collection of Assessments or as may be the subject of an Individual Assessment; and (v) in the event of a deficit in the Association's operating account(s) resulting from inadequate payment of General Assessments or the Association's expenditures exceed the amount(s) budgeted for the then-current fiscal year. Prior to Turnover, Special Assessments may be levied by the Association with the approval of (i) a majority of the entire Board; and (ii) fifty-one percent (51%) of the Owners present, in person or by proxy, at a duly noticed meeting of the Members at which a quorum is attained. After Turnover, no vote of the Owners shall be required for the levy of Special Assessments, unless such Special Assessment is made for a nonessential, discretionary Improvement. Until the Community Completion Date, no Special Assessments shall be imposed without the written consent of the Declarant. Special Assessments levied hereunder shall be due within the time specified and in the amount specified by the Board in the action levying such Special Assessment. Notwithstanding any provision in this Declaration to the contrary, the Declarant shall not be responsible for the payment of Special Assessments through the Community Completion Date to the extent permitted by law. If, however, the Declarant is held responsible for payment of any Special Assessment prior to the Community Completion Date, the Declarant shall only be responsible for payment of such Special Assessment on Vacant Lots and Spec Lots at the applicable rate of General Assessments set forth in Section 10.4.2 above. Special Assessments shall be subject to all of the applicable provisions of this Article X, including, without limitation, interest charges, administrative late fees, lien filing, and foreclosure procedures.

10.6 Individual Assessments. The Association, by and through the Board, shall have the right to levy Individual Assessments, from time to time, against one (1) or more Lots or one (1) or more Owners to the exclusion of other Lots and Owners for any of the following purposes: (i) the costs, fees, and expenses incurred by the Association for the

repair or replacement of damage to the Common Areas, or any portion thereof or Improvements thereon, caused by the misuse, negligence, or other action or inaction of an Owner, resident, tenant, guest, or invitee; (ii) the costs, fees, and expenses incurred by the Association for the maintenance, repair, or replacement to a Lot and/or Home conducted by the Association in the event an Owner fails to properly maintain, repair, or replace their Lot or Home in a manner required by this Declaration; (iii) charges for costs and expenses of the Association which are not Common Expenses but which are attributable to a specific Lot or Lots and which are designated as a special charge, including, but not limited to, Legal Fees attributable to a specific Lot or Lots and non-payment of Master Association assessments; (iv) "Use Fees" (as such term is hereinafter defined); and (v) other fines, expenses, and charges incurred against particular Lots and/or Owners to the exclusion of others as may be contemplated in this Declaration. Individual Assessments levied hereunder shall be due within the time specified and in the amount specified by the Board in the action levying such Individual Assessment. Notwithstanding any provision in this Declaration to the contrary, the Declarant shall not be responsible for the payment of Individual Assessments through the Community Completion Date. Individual Assessments shall be subject to all of the applicable provisions of this Article X, including, without limitation, interest charges, administrative late fees, lien filing, and foreclosure procedures.

10.7 Use Fees. The Association shall have the authority to charge any specific fees, dues, or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("Use Fees"). Use Fees are assessable against the Lot and the Owner as an Individual Assessment. Association may establish, from time to time, by resolution, rule, or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

10.8 Designation of Assessments. The designation of Assessment type and amount shall be made by the Board. Prior to the Community Completion Date, any such designation must be approved in writing by Declarant. Such designation may be made on the budget prepared by the Board. The designation shall be binding upon all Owners.

10.9 Initial Contribution. The first purchaser of each Home from the Declarant, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Declarant an initial contribution in the amount of one (1) quarter's General Assessments at the time of closing (the "Initial Contribution"). The funds derived from the Initial Contributions shall be used at the discretion of the Declarant for any purpose, including, without limitation, to offset and lessen the Declarant's funding obligations, support costs, and start-up costs.

10.10 Resale Contribution. For each conveyance of a Home by an Owner to a purchaser after the Home has been conveyed by the Declarant, there shall be collected from the purchaser at the time of closing of the conveyance from the Owner to the purchaser a resale contribution in the amount of one (1) quarter's General Assessments

at the time of closing payable to the Association (the "Resale Contribution"). The funds derived from the Resale Contributions are income to the Association and shall be used at the sole discretion of Board for any purpose, including, without limitation, future and existing capital improvements, Common Expenses, support costs, and start-up costs. The Resale Contribution shall not be deemed advance payment of Assessments, nor shall Resale Contribution have any effect on future Assessments. The Resale Contribution shall not be applicable to conveyances from the Declarant.

10.11 Declarant's Funding Obligations. Each Owner acknowledges and agrees that because General Assessments, Special Assessments, and Reserves (if any) are allocated in accordance with this Article X, it is possible the Association may collect more or less than the amount budgeted for Common Expenses. Prior to Turnover, the Declarant shall have the option, in its sole discretion, to: (i) pay any Common Expenses incurred by the Association that exceed the Assessments received from Owners and other receivables and income of the Association, including, without limitation, the Initial Contributions and Resale Contributions, late fees, and interest charges as set out in section 720.308(1)(b) Florida Statutes (the "Deficit"), or (ii) pay General Assessments on Vacant Lots and Spec Lots at the applicable rate of General Assessments set forth in Section 10.4.2 above. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Vacant Lots or Spec Lots; (ii) pay Special Assessments, Individual Assessments, or Reserves; and/or (iii) fund any deficit caused by Owners who have failed to pay Assessments and/or any other monetary obligation due to the Association and/or the Master Association. The Declarant shall elect annually whether it will pay General Assessments or fund the Deficit. Notwithstanding the foregoing, the Declarant may at any time give thirty (30) days' prior written notice to the Association changing its funding obligation election. Any of the Declarant's funding obligations to the Association may be satisfied in the form of monetary payment or by "in kind" contributions of services or materials, or by any combination of the foregoing. The Deficit, if any, to be paid by the Declarant pursuant to this Section 10.11 shall be determined by looking at the Declarant control period as a whole, without regard to quarterly, annual, or any other accounting or fiscal periods and without regard to intraperiod allocations. In that regard, in the event it is determined at Turnover that there is a Deficit and the Declarant has previously advanced funds to the Association in excess of the Deficit during the Declarant control period, the Declarant shall be entitled to the immediate repayment from the Association of the amount of funds advanced by the Declarant in excess of the Deficit. After Turnover, the Declarant shall pay General Assessments on Vacant Lots and Spec Lots at the applicable rate of General Assessments set forth in Section 10.4.2 above. To the extent not prohibited by law, the Declarant shall not be responsible for any Reserves, Special Assessments, or Individual Assessments, even after Turnover; but, if the Declarant is held responsible for any of the foregoing prior to the Community Completion Date, the Declarant shall only be responsible for payment of same at the applicable rate of General Assessments set forth in Section 10.4.2 above. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer

of title. THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS. AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES, ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

10.12 Declarant Subsidy of the Association's Budget. Prior to the Community Completion Date and/or based on the number of Lots owned by Owners, the Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Association's budget by making voluntary contributions in amounts determined in the Declarant's sole discretion. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by the Declarant from time to time. The determination to subsidize the Association's budget, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by the Declarant, without obligation and in the Declarant's sole discretion. Each Owner shall be solely responsible to review the Association's budget then in effect to determine if and to what extent the Declarant is making any voluntary contributions to subsidize the budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Common Expenses. Any voluntary contribution made by the Declarant may be applied to offset the Deficit remaining at Turnover.

10.13 Surplus. Any surplus Assessments collected by the Association may be allocated towards the next year's Common Expenses or, in the Board's sole and absolute discretion, to the funding of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners.

10.14 Estoppel Certificates. No Owner shall sell or convey its interest in a Lot unless all sums due to the Association have been paid in full and an estoppel certificate shall have been received from the Association by such Owner. The Association shall prepare and maintain a ledger noting Assessments due from each Owner. The party requesting the estoppel certificate shall be required to pay the Association a reasonable fee for the preparation and delivery of such estoppel certificate in accordance with section 720.30851, Florida Statutes.

10.15 Non-Use. No Owner may be exempt from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver or suspension of the use and enjoyment of the Common Areas and Improvements thereon, by abandonment of such Owner's Lot, by refusal to provide the Association with access to the Owner's Lot for the purpose of performing maintenance upon such Lot in accordance with this Declaration, or by voluntarily undertaking any maintenance upon such Lot which is otherwise the responsibility of the Association in accordance with this Declaration.

10.16 Payment of Other Obligations. Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of an Owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section 10.16 shall be assessable against the Owner and the Lot as an Individual Assessment.

10.17 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to a bona fide first mortgage held by a Lender on any Lot recorded in the County's Official Records prior to the recordation of a claim of lien for unpaid Assessments hereunder. A Lender having a bona fide first mortgage, its successor or assignee, obtaining title to a Lot as a result of the foreclosure of its first mortgage or by deed in lieu of such foreclosure, shall hold title subject to the liability and lien of any Assessment becoming due after such foreclosure or deed in lieu of foreclosure. Further, any such Lender who acquires title to a Lot as the result of the foreclosure of its first mortgage or by deed in lieu of such foreclosure shall be liable for any past due Assessments or any other unpaid sums due and payable to the Association that are attributed to the Lot in such amounts as provided for in section 720.3085, Florida Statutes, so long as such Lender initially named the Association as a defendant in its foreclosure action. Any unpaid Assessments for which such Lender, its successor or assignee, obtaining title is not liable shall be reallocated and assessed to all Owners (including such Lender, its successor or assignee) as a part of the Common Expenses. Any other person or entity acquiring title to the Lot through the foreclosure of the first mortgage (or deed in lieu of such foreclosure) shall owe all sums due on the Lot, including, but not limited to, interest charges, administrative late fees, and Legal Fees, as any subsequent Owner owes in accordance with section 720.3085, Florida Statutes. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure) shall not relieve the Owner from liability for, nor the Lot from, the lien of any Assessments made thereafter.

10.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board from time to time) after the due date, then the Association, by and through the Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

- (i) Charge an administrative late fee in the maximum amount permitted by law.
- (ii) Charge interest at the highest rate permitted by law on such Assessment from the date it becomes due until the date it is paid.

(iii) Accelerate Assessments then due for up to the next ensuing twelve (12) month period based upon the then existing amount and frequency of Assessments. In the event of such acceleration, the defaulting Owner shall continue to be liable for any increases in the General Assessments, for all Special Assessments, Individual Assessments, and/or for all other amounts payable to the Association, even if levied after acceleration.

(iv) Suspend the rights to use the Common Areas and/or to vote on any matter on which Owners have the right to vote in accordance with Article XIII of this Declaration.

(v) Record a claim of lien against the Lot and file an action in equity to foreclose its lien at any time after the effective date thereof in the name of the Association and in like manner as a foreclosure of a mortgage on real property.

(vi) File an action at law to collect said Assessments, interest charges, administrative late fees, and all costs of collection thereof, including, without limitation, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

(vii) Collect any monetary obligation due to the Association from the rents paid by any tenant occupying the Home if the Owner has leased the Home in accordance with section 720.3085, Florida Statutes.

10.19 Application of Payments. All payments received and applied by the Association on accounts shall be first applied to any interest charges accrued, then to any administrative late fees, then to any costs incurred in collection, including, without limitation, all Legal Fees, and then to the delinquent Assessment. The foregoing allocation of payments shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment, or any purported accord and satisfaction in any amount less than the total amount due to the Association.

10.20 Exemption. Notwithstanding anything to the contrary herein, governmental entities shall not be responsible for the payment of Assessments. Additionally, the Board shall have the right to exempt any portion of the Property from Assessments, provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes: (i) any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and (ii) any of the Property exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

10.21 Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in such event, the Declarant shall at all times have the right, but not the obligation, to: (i) advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, including, but not limited to, recovery of the costs of collection, including, without

limitation, Legal Fees. Such remedies shall be deemed assigned to the Declarant for such purposes. If the Declarant advances sums, it shall be entitled to immediate reimbursement, upon written demand, from the Association for such amounts so paid, plus interest thereon at the then-applicable Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection, including, without limitation, Legal Fees.

10.22 Rights to Pay Assessments and Receive Reimbursement. The Association, the Declarant, and any Lender shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due. If paid by the Declarant and/or a Lender, the Declarant and/or Lender, as applicable, will be entitled to immediate reimbursement, upon written demand, from the Association for such amounts so paid, plus interest thereon at the then-applicable Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection, including, without limitation, Legal Fees.

10.23 Mortgagee Right. Each Lender may request in writing to the Association that the Association notify such Lender of any default of the Owner of the Lot subject to the Lender's mortgage which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to the Lender and the furnishing of such notice is not an obligation of the Association to the Lender.

ARTICLE XI **ARCHITECTURAL CONTROL**

11.1 ACC Membership. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The ACC shall be the Declarant, until the Community Completion Date. From and after the Community Completion Date, the ACC shall consist of a minimum of three (3) members, who must be Owners, appointed by the Board, and who shall serve at the pleasure of the Board. From and after the Community Completion Date, the Board shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC.

11.2 ACC Authority. The ACC shall have the authority to approve or disapprove all Improvements and alterations and additions thereto throughout the Property conducted by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed Improvements, relationship to surrounding structures, topography, and conformity with such other reasonable requirements as shall be adopted by the ACC. The ACC may condition its approval of plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving any plans and specifications submitted by an Owner. The ACC

shall have the power to promulgate such architectural guidelines, standards, rules, and regulations, including, without limitation, establishment of fees, as it deems necessary to carry out the provisions and intent of this Article XI. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, contractors, subcontractors, and their respective employees within the Community. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within the Community, and each Owner shall include same therein. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in the Declarant's sole discretion.

11.3 Approval Required. No Improvements of any type or kind whatsoever shall be constructed, installed, erected, placed, removed, planted, painted, altered, modified, replaced, or changed on a Lot visible from the exterior of the Home until the plans and specifications showing the nature, kind, shape, height, materials, plans, color scheme, and location of the proposed work have been submitted to and approved in writing by the ACC. The ACC shall not, however, be responsible for reviewing any plans, specifications, or designs as to structural safety or conformance with building or other codes. Each Owner is solely responsible for compliance with all applicable building or other codes and ordinances of the County and any other governmental agency having jurisdiction and shall obtain all required building and other permits from all governmental authorities having jurisdiction. Nothing in this Declaration shall be interpreted as an exemption from compliance with all applicable building or other codes and ordinances of the County and any other governmental agency having jurisdiction.

11.4 Community Standards. Each Owner and its contractors, subcontractors, and their employees shall observe, and comply with, the Community Standards that now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption, shall be specifically enforceable by injunction or otherwise in addition to all other available remedies, and shall have the effect of covenants as if specifically set forth herein. The Community Standards shall not require any Owner to alter the Improvements approved by the ACC and previously constructed unless such Improvement is to be altered, changed, or modified by a subsequent request. Until the Community Completion Date, the Declarant shall have the right to approve and amend the Community Standards prior to their effectiveness, which approval, may be granted in its sole discretion. In accordance with section 720.3035, Florida Statutes, proposed architectural plans, Improvements, and such other similar requests, plans, specifications, and designs submitted by, or on behalf of, an Owner and, to the extent the Association has not adopted Community Standards or other published architectural guidelines and standards, then the standards to be used by the ACC in reviewing any such request shall be in accordance with the location, size, and appearance as already existing in the Property.

11.5 ACC Meetings. The ACC shall meet from time to time as may be necessary to perform its duties hereunder. The ACC may from time to time, by resolution unanimously adopted in writing, designate a representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the ACC, except the granting of variances pursuant to Section 11.8 below. In the absence of such a designation, a majority of the ACC shall constitute a quorum to transact business at any meeting, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC.

11.6 ACC Procedure. An Owner desiring to obtain the approval of the ACC shall observe the following:

11.6.1 The Owner shall submit an application to the ACC with respect to any proposed Improvement or alteration, modification, or change to an Improvement, together with the required application(s) and other fee(s) as established by the ACC, including, without limitation, a security deposit as set forth in Section 11.7 below. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the Owner shall, if requested, submit to the ACC, such site plans and/or plans and specifications for the proposed Improvement prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications, and the times scheduled for completion, all as reasonably specified by the ACC.

11.6.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request. The ACC shall not review any application submitted for approval until all plans and specifications and all other information as may be required by the ACC has been properly submitted to the ACC.

11.6.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed Improvements, the materials of which the Improvements are to be built, the site upon which the Improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

11.6.4 In the event that the ACC disapproves any plans and specifications, the Owner may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless the Owner waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

11.6.5 Upon final disapproval (even if the members of the Board and the ACC are the same), the Owner may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and final disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the Owner, its heirs, legal representatives, successors, and assigns.

11.7 Security Deposit. An Owner desiring to make Improvements may be required by the ACC, in its sole and absolute discretion, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the ACC, at the time of the Owner's submission of plans and specifications for review and approval by the ACC, a security deposit to: (i) cover all or any part of the costs of incidental damage caused to the Common Areas, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's work, and (ii) to pay for the review and inspection fees if and to the extent not paid by the Owner. The security deposit shall initially be One Thousand Dollars (\$1,000.00) and may be changed by the ACC from time to time without need to amend this Declaration. The Association shall not be obligated to place the security deposit in an interest-bearing account.

11.7.1 The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the ACC that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the ACC; (ii) the ACC's inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to the Common Areas by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to the Owner until such damages have been repaired; and (iii) the Owner's payment of all review and inspection fees. In the event that the Owner has not repaired damages to the Common Areas to the satisfaction of the ACC, the Association shall have the right, without obligation, after five (5) days' notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including, without

limitation, Legal Fees, incurred in connection therewith. All amounts incurred or paid by the Association to repair damages caused by and not repaired by an Owner as set forth in this Section 11.7 shall, in addition to the other rights of the Association, be subject to an Individual Assessment levied by the Association against such Owner, which Individual Assessment shall be collectible in the same manner as other Assessments as set forth in this Declaration.

11.7.2 Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's work, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice, or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance of the security deposit being held by the Association, if any.

11.7.3 The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the ACC, the Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, the proper issuance of governmental permits and approvals for any Improvement, or compliance with this Declaration.

11.7.4 The ACC, the Declarant, and the Association shall not be liable or responsible to anyone for any damages, losses, or expenses resulting from the Association's holding of the security deposit or disbursement thereof. In the event of any disagreement relating to the security deposit held by the Association or the disbursement thereof, the Association shall be entitled (but not obligated) to refuse to disburse the security deposit (or any portion thereof) as long as such disagreement may continue, and the Association shall not become liable in any way for such refusal. The Association shall have the right at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon the Association's obligations hereunder shall terminate, and the Association shall be automatically released of any and all obligations.

11.8 Variances. The ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the Owner. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth in this Declaration or in the Community Standards on any other occasion, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting the Owner's use of the Lot, including, but not limited to, zoning ordinances, easements, set-back lines, or requirements imposed by any governmental or municipal authority.

11.9 Construction Activities. Work regarding all Improvements by Owners shall be completed within the time period set forth in the application as approved by the ACC. Each Owner shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike, and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in the Property shall be kept clear of construction vehicles and construction materials and debris at all times. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled, and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations, and ordinances, and shall not be deposited in any manner on, in, or within the construction site or adjacent property. All construction activities shall comply with the Community Standards. There shall be provided to the ACC, if requested, a list (name, address, telephone number, and identity of contact person), of all contractors, subcontractors, materialmen, and suppliers and changes to the list as they occur working within the Property. Contractors, subcontractors, and their employees shall utilize those roadways and entrances into the Property as are designated by the ACC for construction activities. The ACC shall have the right to require that contractors, subcontractors, and their employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

11.10 Inspection. There is specifically reserved to the Association and the ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of the Property at any time, within reasonable daytime hours, and without notice for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards. Upon the completion of any work approved by the ACC, the applicant shall give the ACC written notice of such completion. Within forty-five (45) days of receipt of the written notice of completion, the ACC, or its authorized representative, may inspect the work. If the ACC finds the work was not done in substantial compliance with the approved plans, it shall notify the Owner in writing of the noncompliance specifying the particulars of the noncompliance. Within thirty (30) days of such noncompliance notice, the Owner shall remedy the noncompliance to the satisfaction of the ACC. If the Owner fails to comply, the ACC shall have the right, without obligation, to enter the Lot and remove the noncompliant Improvement or remedy the noncompliance, at the ACC's sole option. All costs, expenses, and fees incurred by the ACC in removing the noncompliant Improvement or remedying the noncompliance, including, without limitation, Legal Fees, shall be taken from the security deposit (if any) and/or shall be assessable against the Owner and the Lot as an Individual Assessment.

11.11 Violation. Without limitation of any other remedies available to the Association, if work is performed in violation of this Article XI, the Owner, shall, upon demand of the Association or the ACC, cause such Improvement to be removed and/or restored to its preexisting condition until approval is obtained or in order to comply with the plans and specifications originally approved by the ACC. In the event the Owner fails to comply with such demand within the time specified therein, the Association shall have the right, without obligation, to enter the Lot and remove the noncompliant Improvement, restore the noncompliant Improvement to its preexisting condition, and/or remedy the noncompliance, at the Association's sole option. All costs, expenses, and fees incurred by the Association in removing the noncompliant Improvement, restoring the noncompliant Improvement to its preexisting condition, and/or remedying the noncompliance, including, without limitation, Legal Fees, shall be taken from the security deposit (if any) and/or shall be assessable against the Owner and the Lot as an Individual Assessment. Additionally, each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of the Owner's contractors, subcontractors, and their employees. In the event of any violation of any such terms or conditions by any of the foregoing, the ACC shall have, in addition to all other remedies available to the ACC, the right to prohibit the violating contractor, subcontractor, and/or employee from entering the Property and/or performing any further services within the Property.

11.12 Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, Improvements of any kind made on behalf of or by the Declarant, its contractors, subcontractors, employees, agents, and assigns, within the Property shall not be subject to the Governing Documents or review and approval by the ACC, the Association, or the Owners. Further, the Community Standards shall not be applicable to any property owned by the Declarant, including, without limitation, Vacant Lots and Spec Lots.

11.13 No Waiver of Future Approvals. The approval of the ACC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that Owner or another Owner. Similarly, the denial by the ACC of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that Owner or another Owner.

11.14 Exculpation. By submitting a request for review and approval by the ACC, the Owner, individually and on behalf of its heirs, successors, and assigns, shall be deemed to have and does automatically agree to indemnify, defend, and hold harmless the ACC and its members and representatives, the Association Parties, and the Declarant Parties from and against any and all Losses arising from, relating to, or in any way connected with the Improvement or alteration to an Improvement for which such request was submitted and/or the security deposit therefor. The ACC and its members and

representatives, the Association Parties, and the Declarant Parties shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of the ACC or its members or representatives, the Association Parties, or the Declarant Parties in connection with the approval or disapproval of plans and specifications. Each Owner agrees, by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant Parties, the Association Parties, or the ACC or its members or representatives in order to recover any damages caused by the actions of the Declarant Parties, the Association Parties, or the ACC or its members or representatives in connection with the provisions of this Article XI. The Association does hereby indemnify, defend, and hold the Declarant Parties and the ACC and its members and representatives, harmless from all Losses of all nature resulting by virtue of the acts of the Owners, the Association Parties, the ACC or its members or representatives. The Declarant Parties, the Association Parties, the ACC and its members and representatives, and any person acting on behalf of any of them, shall not be liable for the safety, soundness, workmanship, materials, or usefulness for any purpose of any Improvement or alteration to any Improvement proposed by plans or specifications and shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any Improvement or alteration to any Improvement constructed pursuant thereto. Each Owner submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

ARTICLE XII **AMENDMENTS**

12.1 Declarant Amendment. Prior to Turnover, this Declaration may be amended only by an instrument in writing signed by the Declarant and joined by the Association, except as limited by applicable law or except as expressly set forth herein.

12.2 Membership Amendment. After Turnover, this Declaration may be amended by the affirmative vote of two-thirds (2/3^{rds}) of all of the Members, except as otherwise required by applicable law as it exists on the date this Declaration is recorded in the County's Official Records or except as expressly set forth herein.

12.3 Scrivener's Errors. Amendments to this Declaration for correction of scrivener's errors or other nonmaterial changes may be made by the Board after Turnover without the consent of the Owners.

12.4 Compliance with Governmental and Lender Requirements. Notwithstanding any provision of this Declaration to the contrary, prior to Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications, and additions therein and thereto as may be requested or required by any Lender, SFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, the Owners, or any other party shall be

required or necessary to such amendment. After Turnover, but subject to Section 12.5 below, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications, and additions therein and thereto as may be requested or required by any Lender, SFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty, or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall only require the approval of a majority of the entire Board.

12.5 General Restrictions on Amendments. No amendment to this Declaration shall abridge, prejudice, amend, alter, or otherwise affect the rights of the Declarant or the Master Association without the prior written consent of the Declarant or the Master Association, respectively, which consent may be withheld for any reason whatsoever. Any attempt to amend contrary to this prohibition shall be of no force or effect whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. Any proposed amendment to this Declaration which would affect the Stormwater Management System, affect the operation and maintenance of the Stormwater Management System, or water management portions of the Common Areas shall be submitted to the Master Association and SFWMD for review and approval prior to finalization of the amendment. SFWMD shall determine if the proposed amendment will require modification of the SFWMD Permit. If a permit modification is necessary, SFWMD will so advise the permittee. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment that withdraws property from the terms of this Declaration shall be recorded unless approved in writing by the County Attorney's office. No amendment inconsistent with the requirements under Article 5, Chapter F, of Palm Beach County's Unified Land Development Code (ULDC) shall be recorded unless approved in writing by the County Attorney's office.

12.6 Recording. Amendments to this Declaration adopted pursuant to this Article XII shall be recorded among the Official Records of the County.

12.7 Notice of Amendment. Within thirty (30) days after recording an amendment to this Declaration, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before the amendment's adoption consistent with this Article XII, and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Member upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

12.8 No Vested Rights. Each Owner, by acceptance of a deed to a Home, irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that the Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the County's Official Records or except as expressly set forth herein.

ARTICLE XIII **ENFORCEMENT**

13.1 Enforcement. All Owners, residents, tenants, guests, and invitees shall be governed by and shall comply with the Governing Documents, all of which may be enforced by the Declarant until the Community Completion Date, the Association, any Owner, and any Lender in any action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In the event the Declarant and/or the Association engages the services of an attorney to seek enforcement of any of the provisions of the Governing Document, the Declarant and the Association shall be entitled to reimbursement of their Legal Fees incurred to bring about compliance, regardless of whether litigation is necessary or commenced for the enforcement. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party. The Legal Fees incurred by the Declarant and/or the Association to bring about compliance and/or to obtain a judgment should litigation be necessary shall be levied as an Individual Assessment and collectible in the same fashion as any other Assessment as provided in this Declaration.

13.2 Default by Owners. No default by any Owner in the performance of the covenants and promises contained in the Governing Documents shall be construed or considered to be (i) a breach by the Declarant or the Association of any of their promises or covenants in the Governing Documents; (ii) an actual, implied, or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver, or variance of the covenants and promises contained in the Governing Documents.

13.3 Voting Right Suspension. Pursuant to section 720.305, Florida Statutes, if an Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Board may suspend the voting rights of the Owner for such nonpayment. A voting rights suspension shall be approved by the Board at a properly noticed Board meeting. Once approved by the Board, the Board shall notify the Owner of the voting rights suspension by mail or hand delivery. A voting interest which has been suspended may not be counted towards the total number of voting interests for any purpose, including, but not limited to, the number of voting interests necessary to constitute a quorum, the number of voting interests required to conduct an election, or the number of voting interests required to approve an action pursuant to the Governing

Documents. The voting rights suspension shall end upon full payment of all monetary obligations then due to the Association. Notwithstanding the foregoing, no voting right suspension shall be imposed against the Declarant through and until the Community Completion Date.

13.4 Use Rights Suspension for Nonpayment. Pursuant to section 720.305, Florida Statutes, if an Owner is more than ninety (90) days delinquent in the payment of any monetary obligation due to the Association, the Board may suspend the rights of the Owner, the Owner's tenants, guests, and invitees, to use Common Areas for such nonpayment. A use rights suspension due to nonpayment shall be approved by the Board at a properly noticed Board meeting. Once approved by the Board, the Board shall notify the Owner of the use rights suspension due to nonpayment by mail or hand delivery. The suspension of the right of an Owner, the Owner's tenants, guests, and invitees, to use the Common Areas shall not apply to that portion of the Common Areas used to provide vehicular and pedestrian access or utility services to such Owner's Lot. Notwithstanding the foregoing, no use right suspension for nonpayment shall be imposed against the Declarant through and until the Community Completion Date.

13.5 Use Rights Suspension and Fines. Pursuant to section 720.305, Florida Statute, the Board may suspend, for a reasonable period of time, the rights of any Owner, the Owner's tenants, guests, and invitees, to use the Common Areas and/or may levy a reasonable fine, which may exceed One Hundred Dollars and No Cents (\$100.00) per violation, against any Owner, the Owner's tenants, guests, and invitees, for any violation of the Governing Documents. Each day of a continuing violation shall be deemed a separate violation, and the fine shall continue to accrue per day per violation, which may exceed One Thousand Dollars and No Cents (\$1,000.00), until the violation(s) are brought into compliance. Fines shall be assessable against the Owner and the Lot as an Individual Assessment and collectible in the same manner as all other Assessments, including, without limitation, the filing of a claim of lien and foreclosure. The rights of an Owner, the Owner's tenants, guests, and invitees, to use the Common Areas may be suspended and/or a fine may be levied against such Owner, the Owner's tenants, guests, and invitees, by the Board at a properly noticed meeting of the Board. However, the suspension and/or fine may not be imposed until the individual sought to be suspended and/or fined has had an opportunity to appear at a hearing before a compliance committee (the "Compliance Committee"), which shall take place not sooner than fourteen (14) days from the date the notice of the hearing is mailed to the violating individual. The Compliance Committee shall consist of other Owners appointed by the Board, who are not Directors, Officers, or employees of the Association, or the spouse, parent, child, brother, or sister of a Director, Officer, or employee of the Association. Only if the Compliance Committee, by majority vote, approves the proposed suspension and/or fine at such hearing can the suspension and/or fine be imposed. The fine is effective upon mailing or hand delivering written notice to the violating individual of the fine or such earlier date as set out in the written notice which fine shall not commence earlier than the date of the Board's levy of the fine. The use rights suspension is effective upon mailing or hand delivering written notice to the violating individual of the use rights suspension. The suspension of the right of an Owner, the Owner's tenants, guests, and invitees, to use the

Common Areas shall not apply to that portion of the Common Areas used to provide vehicular and pedestrian access or utility services to such Owner's Lot. Notwithstanding the foregoing, no use right suspension or fine shall be imposed against the Declarant through and until the Community Completion Date.

13.6 No Waiver. The failure to enforce any right, provision, covenant, or condition in the Governing Documents, shall not constitute a waiver of the right to enforce such right, provision, covenant, or condition in the future.

13.7 Rights Cumulative. All rights, remedies, and privileges granted to the Declarant, the Association, and the ACC pursuant to the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights, or privileges as may be granted or as it might have by law.

ARTICLE XIV ADDITIONAL RIGHTS OF DECLARANT

14.1 Construction and Sales Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Property and sales, re-sales, leases, or encumbrances of Lots, Homes, and/or other properties owned by the Declarant or others outside of the Property. This right shall include, without limitation, the right to maintain models, sales/leasing offices and parking associated therewith, have signs on any portion of the Property, have employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas, to show Lots or Homes to prospective purchasers of Lots, Homes, or other properties owned by the Declarant outside of the Community. The sales/leasing office, signs, and all items pertaining to development and sales shall remain the property of the Declarant shall not be considered a part of the Common Areas. The Declarant further reserves the right to make repairs to the Common Areas and to carry on construction activity for the benefit of the Property. The Declarant shall have all of the foregoing rights without charge or expense and without notice to the Association or the Owners. The rights reserved hereunder shall extend beyond Turnover. In the event a clubhouse is constructed by the Declarant, the Declarant shall have the right to use one (1) or more offices of the Declarant's choosing within the clubhouse for sales/leasing purposes and shall have the right to use a location within the entry area for display of sales/leasing materials through Turnover. After Turnover, the Declarant shall have the right to use one (1) office of the Declarant's choosing within the clubhouse for sales/leasing purposes for a fee of One Hundred Dollars and No Cents (\$100.00) per month and shall have the right to use a location within the entry area for display of sales/leasing materials until the Declarant abandons such right in writing to the Association or until the Community Completion Date, whichever is later.

ALL OWNERS, RESIDENTS, TENANTS, GUESTS, AND INVITEES OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT AND/OR

ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES, AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION, AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF A DEED, TITLE, OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE, OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH OWNER, RESIDENT, TENANT, GUEST, AND INVITEE, FOR THEMSELVES AND EACH OF THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, AUTOMATICALLY ACKNOWLEDGES, STIPULATES, AND AGREES AS FOLLOWS: (i) THAT NONE OF THE DECLARANT'S ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE THE ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS); (iii) THAT THE OWNER, RESIDENT, TENANT, GUEST AND INVITEE IS AT RISK OF SUFFERING INJURY TO BOTH THEIR PERSON AND/OR PROPERTY AS A RESULT OF ENTRY UPON ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE THE ACTIVITIES ARE BEING CONDUCTED, AND EACH OWNER, RESIDENT, TENANT, GUEST, AND INVITEE EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE CONSTRUCTION AND OTHER ACTIVITIES; (iv) THAT EACH OWNER, RESIDENT, TENANT, GUEST, AND INVITEE HEREBY RELEASES, WAIVES, DISCHARGES, AND HOLDS HARMLESS THE DECLARANT, ITS PARTNERS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS, AND ASSIGNS, AND ANY SUBSEQUENT DECLARANT, FROM ALL LOSSES, CLAIMS, COSTS, LIABILITIES, DAMAGES, INCLUDING COMPENSATORY, CONSEQUENTIAL, PUNITIVE, OR OTHERWISE, AND INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE OR BODILY INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE OR AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH THE CONSTRUCTION AND OTHER ACTIVITIES; (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (vi) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO THE DECLARANT TO SELL, CONVEY, LEASE, AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

NO PERSON OR ENTITY SHALL INTERFERE WITH THE COMPLETION AND SALE OF LOTS. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A TITLE TO A LOT, AGREES THAT ACTIONS OF OWNERS, RESIDENTS, TENANTS, GUESTS, AND INVITEES MAY IMPACT THE VALUE OF LOTS. THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY

PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE LOTS IN THE COMMUNITY AND THE RESIDENTIAL ATMOSPHERE THEREOF.

14.2 Modification. The development and marketing of the Community will continue as deemed appropriate in the Declarant's sole discretion, and nothing in the Governing Documents, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Property to, as an example and not a limitation, modify the boundary lines of the Common Areas; change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time; grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees, may deem necessary or appropriate. The Association and the Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

14.3 Community Approvals. The Declarant hereby has, shall have, and hereby reserves the right to enter upon the Property in order for the Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions, and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of the Community and all Improvements therein (collectively, the "Community Approvals"), and for the Declarant to comply and adhere to the same. Without limiting the generality of the foregoing, in exercising any such rights, the Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences, and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all Community Approvals without compensation to the Association or the Owners. The Association is and shall be responsible for complying, and causing all Common Areas to comply, with the Community Approvals including, without limitation, those Community Approvals that may be in the Declarant's name and not yet transferred to the Association. All fees, costs, and expenses of complying with the Community Approvals shall be deemed Common Expenses of the Association. In the event the Declarant is unable to: (i) final-out and/or close-out any and all such Community Approvals as a result of Association's failure to timely and/or properly perform any of its operation, maintenance, and/or repair obligations pursuant to this Declaration and/or any other applicable governmental laws, regulations, codes, approvals, and/or rules; or (ii) obtain a return of any bond or surety posted by the Declarant in connection with the development and construction of the Community, then the Declarant shall have the immediate right, but not the obligation, in its sole discretion, to (a) commence an enforcement action against the Association, including, without limitation, monetary penalties and injunctive relief, to compel the Association to maintain such portions of the Community as required by this Declaration and/or the Community Approvals, as applicable; or (b) take any and all actions necessary, at the Association's sole cost and expense, to comply with and adhere to any such Community Approvals. The Association hereby agrees to indemnify and

reimburse the Declarant (within ten (10) days of receipt of a written invoice from the Declarant) for all costs and expenses incurred by the Declarant in the event the Declarant takes actions in accordance with this Section 14.3. The rights granted to the Declarant hereunder shall survive Turnover and continue for such period of time as is necessary for the Declarant to fully comply with all Community Approvals.

14.4 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property within the Community prior to the Community Completion Date by any party shall be subject to the prior written approval of the Declarant. The Declarant shall deliver notice of the Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If the Declarant fails to do so within such thirty (30) day period, the Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

14.5 Promotional Events. Prior to the Community Completion Date, the Declarant, its agents, affiliates, or assignees, shall have the right, at any time, to hold marketing, special, and/or promotional events within the Property without any charge for use. The Declarant, its agents, affiliates, or assignees, shall have the right to market the Community in advertisements and other media by making reference to the Community, including, but not limited to, pictures or drawings of the Property and any and all improvements within the Property.

14.6 Trademarks. All logos, trademarks, and designs used in connection with the Community are the property of the Declarant. No person or entity shall use the name of the Community, its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. The Association shall have no right to use the foregoing prior to the Community Completion Date, except with the express written permission of the Declarant. After the Community Completion Date, such right shall automatically pass from the Declarant to the Association. Notwithstanding the foregoing, Owners may use the name of the Community in printed or promotional materials where such term is used solely to specify that particular property is located within the Community.

14.7 Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any deposits, taxes, fees, or other charges paid by the Declarant to any governmental authority, utility company, or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant in the event such refund is received by the Association. In the event the Association fails or refuses to return any such deposits, taxes, fees, or other charges to the Declarant within ten (10) days of receipt, the Declarant, without limitation of other available remedy, shall be issued a credit in the same amount of any such deposits, taxes, fees, or other charges against its financial obligations in favor of the Association.

14.8 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of the Property, and may form condominium associations, sub-associations, or cooperatives governing such property. No person or entity shall record any declaration of covenants, conditions, and restrictions, or declaration of condominium or similar instrument affecting any portion of the Property without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant and recorded with such instrument. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect whatsoever unless subsequently approved by written consent signed by the Declarant and recorded in the County's Official Records.

14.9 Declarant as Attorney-In-Fact. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law, or otherwise, and each tenant and resident of a Home, by reason of his or her occupancy, is hereby declared to have acknowledged and agreed: (i) to his or her automatic consent to any rezoning; replatting; creation of one (1) or more special taxing districts; amendment, modification, and/or termination of the Title Documents (if any); covenant in lieu of unity of title; change, addition, or deletion made in, on, or to the Community by the Declarant (collectively, the "Modifications"); and (ii) to have waived any right to object to or comment on any matter regarding the Modifications, including, without limitation, the form or substance of any Modification. In respect thereto, each Owner of a Lot and tenant and resident of a Home hereby designates the Declarant to act as agent and attorney in fact on behalf of such Owner, tenant, and resident to consent to any such Modification. If requested by the Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of the Declarant, any document and/or consent which may be required by any government agency to allow the Declarant and/or its affiliates to complete the plan of development of the Community, as such plan may be hereafter amended, and each such Owner hereby further appoints the Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is coupled with an interest and is therefore irrevocable.

14.10 Right to Contract for Telecommunications Services. The Declarant prior to Turnover, and thereafter, the Association, shall have the right, but not the obligation, to enter into one (1) or more contracts for the provision of one (1) or more Telecommunications Services for all or any part of the Property. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Common Expenses.

14.11 Affirmative Obligation of the Association. In the event the Association believes that the Declarant has failed in any respect to meet the Declarant's obligations

under this Declaration or under law or the Common Areas are defective in any respect, the Association shall give written notice to the Declarant detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant pursuant to this Section 14.11, the Association shall be obligated to permit the Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant to respond to such notice at all reasonable times, including, without limitation, during normal business hours. The rights reserved in this Section 14.11 include the right of the Declarant to repair or address, in the Declarant's sole option and at the Declarant's expense, any aspect of the Common Areas deemed defective by the Declarant during its inspections of the Common Areas.

14.12 Duration of Rights. The rights and privileges of the Declarant as set forth in this Article XIV are in addition to, and are no way a limit on, any other rights or privileges of the Declarant. The rights of the Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment by the Declarant in an amendment to this Declaration. Neither the Association nor any Owner, nor group of Owners, may record any document that, in any way, affects, limits, or restricts the rights of the Declarant or conflict with the provisions of the Governing Documents.

14.13 Amendment and Assignment. This Article XIV may not be suspended, superseded, or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by the Declarant. All or any part of the rights, exemptions, powers, and reservations of the Declarant herein contained may be conveyed or assigned, in whole or in part, to other persons or entities by an instrument in writing duly executed, acknowledged and, at Declarant's option, recorded in the County's Official Records.

ARTICLE XV
MASTER ASSOCIATION

15.1 Membership. In addition to membership in the Association, the Owner of the fee simple title of record of each Lot shall be a mandatory member of the Master Association in accordance with the Master Association's Articles of Incorporation. Each Unit Owner shall have an interest in the Master Association upon acceptance of a deed to the Lot.

15.2 Master Declaration. The Property and the use thereof shall be subject to all of the provisions of the Master Declaration, the Articles of Incorporation and By-Laws for the Master Association, and all rules and regulations adopted by the Master Association, as they all may be amended from time to time. As such, the Owners, tenants, residents, guests, and invitees shall abide by all of the provisions as set out in the Master Declaration, the Articles of Incorporation and By-Laws for the Master Association, and all rules and regulations adopted by the Master Association, as they all may be amended from time to time.

15.3 Stormwater Management System Maintenance. The Stormwater Management System shall be owned by the Master Association, and the Master Association shall be responsible for the operation, maintenance, and, if necessary, replacement of the Stormwater Management System. All fees, costs, and expenses regarding the Stormwater Management System shall be assessed and collected through the Master Association assessments. The Association has the right to utilize the Stormwater Management System.

ARTICLE XVI
GENERAL PROVISIONS

16.1 Delegation. The Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company selected by the Board, from time to time. The Association specifically shall have the right to pay for management services on any basis approved by the Board (including, without limitation, bonuses or special fee arrangements for meeting financial or other goals) as Common Expenses.

16.2 Binding Effect. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions, and restrictions of this Declaration shall run with and bind the land and shall be binding upon and inure to the benefit of and be enforceable by the Declarant, the Association, and the Owners, and their respective legal representatives, heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary.

16.3 Compliance with Provisions. All present and future Owners, residents, tenants, guests, and invitees shall be subject to and shall comply with the provisions of the Governing Documents. The acceptance of title to or interest in a Lot, the occupancy of a Home, or the leasing of a Home shall constitute an adoption, consent, and ratification by such Owner, resident, tenant, guest, and invitee of the provisions of the Governing Documents, whether or not any reference to the Governing Documents is contained in any instrument by which such person acquired title to or an interest in a Lot, in any occupancy agreement, or in any lease agreement. The Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than the Declarant.

16.4 Interpretation. The provisions of the Governing Documents shall be liberally construed to effectuate their purpose of creating a uniform plan for the development of a residential community and for the maintenance of the Property. Article, section, and paragraph captions, headings, and titles inserted throughout the Governing Documents are intended as a matter of convenience only and in no way shall such captions, headings, or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of the Governing Documents.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine, or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

16.5 Severability. In the event any of the provisions of the Governing Documents shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions of the Governing Documents, which shall remain in full force and effect, and any provisions of the Governing Documents deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of the Governing Documents is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

16.6 Disputes as to Use. In the event there is any dispute as to whether the use of the Property or any portion thereof complies with the covenants, restrictions, easements, or other provisions contained in the Governing Documents, such dispute shall be referred to the Declarant prior to the Community Completion Date, and thereafter, to the Board, and a determination rendered by the Declarant, or thereafter, the Board, with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by the Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

16.7 Notices. Any notice or other communication required or permitted to be given to any person, firm, or entity under the provisions of the Governing Documents shall be deemed to have been properly sent when mailed, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at the Association's mailing address as reflected in the records of the Florida Department of State, Division of Corporations, or such other address as the Association shall hereinafter notify the Declarant and the Owners of in writing; (iii) the Master Association, certified mail, return receipt requested, at the Master Association's mailing address as reflected in the records of the Florida Department of State, Division of Corporations, or such other address as the Master Association shall hereinafter notify the Association of in writing; and (iv) the Declarant, certified mail, return receipt requested, at 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426, or such other address as the Declarant shall hereinafter notify the Association of in writing, any such notice to the Association of a change in the Declarant's address being deemed notice to the Owners.

16.8 Florida Statutes. The Governing Documents are governed by the laws of the State of Florida. Whenever the Governing Documents refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the County's Official Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes.

16.9 Venue. Venue for any action, proceeding, or litigation arising out of or concerning the Governing Document shall be brought and heard in a court located in the County to the exclusion of all other venues and the Owners, residents, tenants, guests, and invitees hereby expressly waive their rights to venue elsewhere.

16.10 Jury Waiver. EACH OWNER, RESIDENT, TENANT, GUEST, AND INVITEE HEREBY KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, SUIT, OR PROCEEDING BROUGHT TO ENFORCE, DEFEND, OR INTERPRET ANY RIGHT OR REMEDIES UNDER, OR ARISING IN CONNECTION WITH AND/OR RELATING TO, WITHOUT LIMITATION, THE GOVERNING DOCUMENTS, USE OF THE PROPERTY, COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, OR VALIDATION, PROTECTION, OR ENFORCEMENT ACTION OR OMISSION OF ANY PARTY.

16.11 No Representations or Warranties NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY THE DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

16.12 Reliance. BEFORE ACCEPTING TITLE TO OR INTEREST IN A LOT, EACH OWNER HAS THE RIGHT TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE GOVERNING DOCUMENTS. BY ACCEPTANCE OF TITLE TO OR INTEREST IN A LOT, EACH OWNER ACKNOWLEDGES HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A LOT THAT THE GOVERNING DOCUMENTS ARE VALID, FAIR, AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT THE PROPERTY TO THE GOVERNING DOCUMENTS, EACH OWNER DOES HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, ACQUIT, SATISFY, AND FOREVER DISCHARGE THE DECLARANT AND ITS OFFICERS, DIRECTORS, EMPLOYEES,

AGENTS, AFFILIATES, SUCCESSORS, AND ASSIGNS, FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES, AND DEMANDS WHATSOEVER, IN LAW OR IN EQUITY, WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR, OR ASSIGN OF THE OWNER HEREAFTER CAN, SHALL, OR MAY HAVE AGAINST THE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, AND ASSIGNS, FOR, UPON, OR BY REASON OF ANY MATTER, CAUSE, OR THING WHATSOEVER RESPECTING THE GOVERNING DOCUMENTS. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

16.13 Official Records to Lenders. In accordance with section 720.303(5)(d), Florida Statutes, the Association shall make available for inspection upon written request, during normal business hours or under reasonable circumstances, the books, records, and financial statements of the Association to a Lender.

16.14 Notice to Lender. Upon written request by a Lender, identifying the name and address of the Lender and the name and address of the applicable Owner, the Lender shall be entitled to timely written notice of: (i) any condemnation loss or casualty loss which affects a material portion of the Lot to the extent the Association is notified of the same; (ii) any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender which remains uncured for a period of sixty (60) days; (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity coverage maintained by the Association; and (iv) any proposed action that specifically requires the consent of the Lender. In the event the Association fails to provide the Lender with written notice of any of the foregoing, the Declarant and the Association shall not be liable for such failure.

16.15 Consent and Release for Use of Likeness. Each Owner, by obtaining title to a Lot, and each resident and tenant of a Home, by occupancy of a Home, and each guest and invitee of an Owner, resident, or tenant, by use of any portion of the Property and/or participation in or attendance at any event of the Association or the Declarant, is hereby deemed to have consented and agreed to the following: (i) the taking and use, including, without limitation, in marketing materials and/or media publications, of photographs and/or videos of such persons during any use of any portion of the Property and/or during any participation in any and all activities sponsored, promoted, or arranged by or through the Declarant and/or the Association, whether or not such activities take place on the Property or elsewhere; and (ii) waiver of any and all rights to inspect, approve, or receive compensation for the taking and use of such person's photographs and/or videos and the use of such person's likeness in any marketing materials, media publications, or other advertising.

[SIGNATURE PAGE FOLLOWS]

**JOINDER TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SADDLEWOOD**

SONNIE DENNIS does hereby consent to and join in the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SADDLEWOOD** (the "Declaration") to which this Joinder is attached. The terms, provisions, covenants, conditions, and restrictions of the Declaration are and shall be binding upon the undersigned and his/her heirs, successors, and assigns. This Joinder shall evidence his/her acknowledgement, understanding, and acceptance of the rights and obligations as set forth in the Declaration.

IN WITNESS WHEREOF, Sonnie Dennis has caused this instrument to be signed on this 25th day of March, 2021.

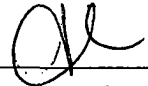
Signed, sealed and delivered
in the presence of:

SONNIE DENNIS





Print Name: Rebecca Lobrutto

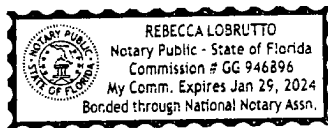


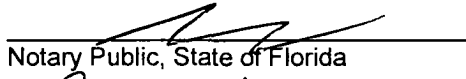
Print Name: Lisa Schenck

STATE OF FLORIDA)
) ss:
COUNTY OF PALM BEACH)

COPIES

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 25th day of March, 2021, by **SONNIE DENNIS**, who is personally known to me or produced Dante L. Lane as identification and did not take an oath.





Notary Public, State of Florida

Rebecca Lobrutto

Print Name of Notary Public

My Commission Expires:

JOINDER TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
SADDLEWOOD

MANUEL IGNACIO JIMENEZ and **VICTORIA YULISSA ^{OSONIA} DE JIMENEZ** do hereby consent to and join in the **DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SADDLEWOOD** (the "Declaration") to which this Joinder is attached. The terms, provisions, covenants, conditions, and restrictions of the Declaration are and shall be binding upon the undersigned and their heirs, successors, and assigns. This Joinder shall evidence their acknowledgement, understanding, and acceptance of the rights and obligations as set forth in the Declaration.

IN WITNESS WHEREOF, Manuel Ignacio Jimenez and Victoria Yulissa ~~Osonia~~ De Jimenez have caused this instrument to be signed on this 25th day of March, 2021. *Osonia*

Signed, sealed and delivered
in the presence of:

MANUEL IGNACIO JIMENEZ

[Signature]

Manuel Ignacio Jimenez Recio

Print Name: *Lisa Schenori*

[Signature] *Merrill Whigham*

Print Name: ~~MANUEL IGNACIO JIMENEZ RECIO~~ *a*

STATE OF FLORIDA)

) ss:

COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 25th day of March, 2021, by **MANUEL IGNACIO JIMENEZ**, who is personally known to me or produced *FL DL* as identification and did not take an oath.

[Signature]
Notary Public, State of Florida

B. Juli Barish
Print Name of Notary Public

My Commission Expires: *6/16/2021*



B Juli Barish
Commission # GG105807
Expires: June 16, 2021
Bonded thru Aaron Notary

[SIGNATURE PAGE FOLLOWS]

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

POLO LEGACY MXP, AS RECORDED IN PLAT BOOK 130, PAGES 138 THROUGH 144 OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA LYING IN SECTION 29, TOWNSHIP 44 SOUTH, RANGE 42 EAST, PALM BEACH COUNTY, FLORIDA, LESS PARCEL A AND TRACTS RW1 AND RW2.

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EXHIBIT "B"

SFWMD PERMIT



South Florida Water Management District
Individual Environmental Resource Permit No. 50-103537-P
Date Issued: July 24, 2020

Permittee: Mattamy Palm Beach, LLC
2500 Quantum Lakes Boulevard
Suite 215
Boynton Beach, FL 33426

Project: Polo Legacy MXP

Application No.: 200603-3611

Location: Palm Beach County, See Exhibit 1

Your application for an Individual Environmental Resource Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email ERP@sfwmd.gov.

A large, stylized handwritten signature in black ink, appearing to read "Ricardo A. Valera".

Ricardo A. Valera, P.E.
Bureau Chief, Environmental Resource Bureau

South Florida Water Management District
Individual Environmental Resource Permit No. 50-103537-P

Date Issued: July 24, 2020 **Expiration Date:** July 24, 2025

Project Name: Polo Legacy MXP

Permittee: Mattamy Palm Beach, LLC
2500 Quantum Lakes Boulevard
Suite 215
Boynton Beach, FL 33426

Operating Entity: Polo Legacy Community Association, Inc.

Location: Palm Beach County

Permit Acres: 35.02 acres

Project Land Use: Commercial

Special Drainage District: Lake Worth Drainage District

Water Body Classification: CLASS III
CLASS III

FDEP Water Body ID: 3256
3245F

Conservation Easement to District: No

Sovereign Submerged Lands: No

Project Summary

This Environmental Resource Permit authorizes Construction and Operation of a stormwater management (SWM) system serving 35.02 acres of mixed use development known as Polo Legacy MXP.

The proposed project is a phase consistent with the conceptual approval for the final paving, grading, and drainage for the project. The SWM system will consist of a series of catch basins and pipes, direct runoff to the on-site lake leading to the LWDD L-12 canal adjacent to the property.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The site is located on the southwest corner of Lake Worth Road and Polo Road in unincorporated Palm Beach County. Refer to Exhibit No. 1.0 for a location map.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Background

The project received conceptual approval under Permit No. 50-102172-P, and the first phase of construction for earthwork, relocation of the Lake Worth Drainage District Canal, and installation of the proposed canal culverts was authorized under Permit No. 50-102177-P.

Certification, Operation and Maintenance

Perpetual operation and maintenance of the SWM system is the responsibility of the Community Association, Inc. as indicated in the draft governing documents. Please refer to Exhibit 4.0. Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded copies of its governing documents must be provided in accordance with General Condition No. 7

Engineering Evaluation:

Water Quality

Water quality treatment is provided in exfiltration trench prior to overflowing into the on-site lake. The project provides 0.46 acre-feet of required water quality treatment volume based on 1/2 inch over the controlled basin area.

The project includes implementation of an Erosion Control Plan (Exhibit 2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Discharge

As found in the Water Quantity Data Table, the project discharge is within the allowable limit of the C-51 east basin.

Road Design

As found in the Water Quantity Data Table, minimum road center line elevations have been set at or above the calculated design storm flood elevation.

Finished Floors

As found in the Water Quantity Data Table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Perimeter Berm

As found in Water Quantity Data Table minimum perimeter berm elevations have been set at or above the calculated design storm flood elevation

Certification, Operation, and Maintenance:

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger

and maintenance entity is responsible for correcting the deficiencies in a timely manner
compromises to flood protection and water quality. See Section 12.4 of the Applicant's
Volume I for Minimum Operation and Maintenance Standards.

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**Engineering Evaluation Tables:
 Land Use**

Basin	Land Type	Area (ac)	% of Total Basin
Site	Building Coverage	7.16	20.45
	Lake	4.57	13.05
	Pervious	13.94	39.81
	Impervious	9.35	26.70
	Total:	35.02	100%

Water Quality

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Length Required (ft)	Length Provided (ft)
Site	Treatment	EXFILTRATION TRENCH	0.46	0.46	950.00	950.00

Water Quantity

Basin	Elevation Type	Storm Event (Yr/Day)	Precipitation Depth (in)	Peak Stage (ft NAVD88)	Min. EL (ft NAVD88)	Peak Discharge Rate (cfs)	Allowable Discharge Rate (cfs)
Site	Finished Floor	100Y3D	10.38	19.66	20.00	N/A	N/A
	Perimeter Berm/ Discharge	25YR3D	8.46	18.80	19.20	3.41	3.43
	Road Crown	5YR1D	6.50	16.49	18.20	N/A	N/A

Bleeder

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Dia.(in)	Angle (°)	Width (in)	Height (in)	Invert EL (ft NAVD88)	Receiving Body
Site	14.50	CS-1	Discharge	1	Triangular Orifice		98.34	15.60	6.60	14.50	LWDD L-12 Canal

Weir

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Crest EL (ft NAVD88)	Receiving Body
Site	14.50	CS-1	Discharge	1	Sharp Crested	18.80	LWDD L-12 Canal

Environmental Evaluation:

Wetlands and Other Surface Waters

Previous wetland impacts for the site were authorized with the conceptual approval under Permit No. 50-102172-P, and earthwork was conducted as authorized under Permit No. 50-102177-P. No additional works in wetlands or other surface waters are proposed with this application.

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Related Concerns:

Water Use Permit Status

The applicant has indicated that a surface water lake will be used as a source for irrigation water for the project. Water Use application number 200624-6 is being processed concurrently with this permit.

The applicant has obtained a dewatering permit, No. 50-11764-W, for construction of this project.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service

Palm Beach County Utilities.

Historical/ Archeological Resources

The District has received correspondence from the Florida Department of State, Division of Historical Resources, with Application No. 190619-1526 indicating that no significant archaeological or historical resources are recorded on the project site; therefore the project is unlikely to have an effect upon any such resources.

This permit does not release the permittee from complying with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

Top
2025
Permitted
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1. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with rule 62-330.315, F.A.C. Any deviations that are not so authorized may subject the permittee to enforcement action and revocation of the permit under Chapter 373, F.S.
2. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
3. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation, June 2007), and the Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008), which are both incorporated by reference in subparagraph 62-330.050(9)(b)5., F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
4. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," (October 1, 2013), (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), incorporated by reference herein, indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C., and shall be submitted electronically or by mail to the Agency. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
5. Unless the permit is transferred under rule 62-330.340, F.A.C., or transferred to an operating entity under rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms, and conditions of the permit for the life of the project or activity.
6. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 - a. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex- "Construction Completion and Inspection Certification for Activities Associated With a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 - b. For all other activities- "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 - c. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
7. If the final operation and maintenance entity is a third party:
 - a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as

of Volume I) as filed with the Florida Department of State, Division of Corporations, of any easement, plat, or deed restriction needed to operate or maintain the project, as returned with the Clerk of the Court in the County in which the activity is located.

- b. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
8. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
9. This permit does not:
- Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - Convey to the permittee or create in the permittee any interest in real property;
 - Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
10. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
11. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
12. The permittee shall notify the Agency in writing:
- Immediately if any previously submitted information is discovered to be inaccurate; and
 - Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
13. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850)245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from

shall stop immediately and the proper authorities notified in accordance with section 100.01, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-830.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

Special Conditions for Individual Environmental Resource Permits, 62-330.350, F.A.

1. The construction authorization for this permit shall expire on the date shown on page 2.
2. Operation and maintenance of the SWM system shall be the responsibility of Polo Legacy Community Association, Inc. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entity with supporting documentation must be submitted in accordance with General Condition No. 7.
3. Prior to initiating construction activities associated with this Environmental Resource Permit (ERP), the permittee is required to hold a pre-construction meeting with field representatives, consultants, contractors, District Environmental Resource Bureau (ERB) staff, and any other local government entities as necessary. The purpose of the pre-construction meeting is to discuss construction methods, sequencing, best management practices, identify work areas, staking and roping of preserves where applicable, and to facilitate coordination and assistance amongst relevant parties. To schedule a pre-construction meeting, please contact ERB staff from the West Palm Beach Office at (561) 686-8800 or via e-mail at: pre-con@sfwmd.gov. When sending a request for a pre-construction meeting, please include the application number, permit number, and contact name and phone number.
4. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

Project Work Schedule for Permit No. 50-103537-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to both General and Special Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description	Due Date	Date Satisfied
GC 4	07/24/2020	Construction Commencement Notice	48 hours prior to Construction	
GC 6	07/24/2020	Submit Certification	30 Days After Construction Completion	
GC 7	07/24/2020	Submit Operation Entity Documentation	Within 30 days of Certification	
SC 3	07/24/2020	Pre-Construction Meeting	Prior to Construction	

GC = General Condition

SC = Special Condition

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Distribution List

Jeff Schnars, Schnars Engineering

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Lake Worth Drainage District

Palm Beach County - Environmental Resource Management

Palm Beach County Engineer

City Of Greenacres

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Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 200603-3611 .

Exhibit No. 1.0 Location Map

Exhibit No. 2.0 Plans

Exhibit No. 4.0 Declaration of Covenants Draft

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NOTICE OF RIGHTS

As required by Chapter 120, Florida Statutes, the following provides notice of the opportunities which may be available for administrative hearing pursuant to Sections 120.569 and 120.57, Florida Statutes, or judicial review pursuant to Section 120.68, Florida Statutes, when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Some of the legal proceedings detailed below may not be applicable or appropriate for your situation. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Florida Statutes. Persons seeking a hearing on a District decision which affects or may affect their substantial interests shall file a petition for hearing in accordance with the filing instructions set forth herein within 21 days of receipt of written notice of the decision unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Florida Statutes; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Florida Statutes. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, posting, or publication that the District has taken or intends to take final agency action. Any person who receives written notice of a District decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action that materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional point of entry pursuant to Rule 28-106.111, Florida Administrative Code.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Florida Statutes, shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The District may grant the request for good cause. Requests for extension of time must be filed with the District prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and whether the District and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at the District's headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows.

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the District's security desk does not constitute filing. It will be necessary to request that the District's security officer contact the Office of the District Clerk. An employee of the District's Clerk's office will receive and process the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Rules 28-106.201 and 28-106.301 Florida Administrative Code, initiation of an administrative hearing shall be made by written petition to the District in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other District identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner, petitioner's attorney or qualified representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the District's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the District's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the District's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the District to take with respect to the District's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Florida Statutes, and Rules 28-106.111 and 28-106.401-.405, Florida Administrative Code. The District is not proposing mediation for this agency action under Section 120.573, Florida Statutes, at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Florida Statutes, and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final District action may seek judicial review of the District's final decision by filing a notice of appeal with the Office of the District Clerk in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the appropriate district court of appeals via the Florida Courts E-Filing Portal.



South Florida Water Management District
Conceptual Permit No. 50-102172-P
Date Issued: October 11, 2019

Permittee: Mattamy Palm Beach, LLC
2500 Quantum Lakes Drive, Suite 215
Boynton Beach, FL 33426

Project: Polo Legacy MXP

Application No.: 190619-1526

Location: Palm Beach County, See Exhibit 1

Your application for a Conceptual Permit is approved. This action is taken based on Chapter 373, Part IV, of Florida Statutes (F.S.) and the rules in Chapter 62-330, Florida Administrative Code (F.A.C.). Unless otherwise stated, this permit constitutes certification of compliance with state water quality standards under section 401 of the Clean Water Act, 33 U.S.C. 1341, and a finding of consistency with the Florida Coastal Management Program. Please read this entire agency action thoroughly and understand its contents.

This permit is subject to:

- Not receiving a filed request for a Chapter 120, F.S., administrative hearing.
- The attached General Conditions for Environmental Resource Permits.
- The attached Special Conditions.
- All referenced Exhibits.

All documents are available online through the District's ePermitting site at www.sfwmd.gov/ePermitting.

If you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights", we will assume that you concur with the District's action.

The District does not publish notices of action. If you wish to limit the time within which a person may request an administrative hearing regarding this action, you are encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Legal requirements and instructions for publishing a notice of agency action, as well as a noticing format that can be used, are available upon request. If you publish a notice of agency action, please send a copy of the affidavit of publication provided by the newspaper to the District's West Palm Beach office for retention in this file.

If you have any questions regarding your permit or need any other information, please call us at 1-800-432-2045 or email ERP@sfwmd.gov.


Ricardo A. Valera, P.E.
Bureau Chief, Environmental Resource Bureau

**South Florida Water Management District
Conceptual Permit No. 50-102172-P**

Date Issued: October 11, 2019 **Expiration Date:** October 11, 2039

Project Name: Polo Legacy MXP

Permittee: Mattamy Palm Beach, LLC
2500 Quantum Lakes Drive, Suite 215
Boynton Beach, FL 33426

Operating Entity: Polo Legacy Community Association, Inc.

Location: Palm Beach County

Permit Acres: 35.02 acres

Project Land Use: Commercial

Special Drainage District: Lake Worth Drainage District

Water Body Classification: CLASS III
CLASS III

FDEP Water Body ID: 3256B
3256D

Wetland and Surface Water Impacts: 0.99 acres

Sovereign Submerged Lands: No

Project Summary

This permit authorizes Conceptual Approval of a stormwater management (SWM) system serving 35.02 acres of mixed use development known as Polo Legacy MXP.

The SWM system will consist of a series of catch basins and pipes which will direct runoff to the on-site lake leading to the LWDD L-12 canal adjacent to the property.

Issuance of this permit constitutes certification of compliance with state water quality standards in accordance with Rule 62-330.062, F.A.C.

Site Description

The site is currently vacant and located on the southwest corner of Lake Worth Road and Polo Road in unincorporated Palm Beach County. Refer to Exhibit No. 1.0 for a location map.

There are no permitted water management facilities within the project area.

For information on wetland and surface water impacts, please see the Wetlands and Other Surface Water section of this permit.

Ownership, Operation and Maintenance

Perpetual operation and maintenance of the SWM system is the responsibility of Polo Legacy Community Association, Inc. as indicated in the draft governing documents. Please refer to Exhibit 4.0 Upon completion of construction and in conjunction with submittal of the construction completion certification, a request for transfer to the operating entity and recorded

copies of its governing documents must be provided in accordance with General Condition No. 7.

Engineering Evaluation:

Water Quality

Water quality treatment is provided in exfiltration trench prior to overflowing into the on-site lake. The project provides 0.46 acre-feet of required water quality treatment volume based on 1/2 inch over the controlled basin area.

The project includes implementation of an Erosion Control Plan (Exhibit 2) as additional reasonable assurance of compliance with water quality criteria during construction and operation.

Discharge

As found in the Water Quantity Data Table, the project discharge is within the allowable limit for the area.

Road Design

As found in the Water Quantity Data Table, minimum road center line elevations have been set at or above the calculated design storm flood elevation.

Finished Floors

As found in the Water Quantity Data Table, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Perimeter Berm

A berm will be constructed around the perimeter of the project with a top elevation equal to or exceeding the calculated 25 year - 3 day routed storm event to prevent unauthorized discharge from the site.

Certification, Operation, and Maintenance:

Pursuant to Chapter 62-330.310, F.A.C., Individual Permits will not be converted from the construction phase to the operation phase until construction completion certification of the project is submitted to and accepted by the District. This includes compliance with all permit conditions, except for any long term maintenance and monitoring requirements. It is suggested that the permittee retain the services of an appropriate professional registered in the State of Florida for periodic observation of construction of the project.

For projects permitted with an operating entity that is different from the permittee, it should be noted that until the construction completion certification is accepted by the District and the permit is transferred to an acceptable operating entity pursuant to Sections 12.1-12.3 of the Applicant's Handbook Volume I and Section 62-330.310, F.A.C., the permittee is liable for operation and maintenance in compliance with the terms and conditions of this permit.

In accordance with Section 373.416(2), F.S., unless revoked or abandoned, all SWM systems and works permitted under Part IV of Chapter 373, F.S., must be operated and maintained in perpetuity.

The efficiency of SWM systems, dams, impoundments, and most other project components will decrease over time without periodic maintenance. The operation and maintenance entity must perform periodic inspections to identify if there are any deficiencies in structural integrity, degradation due to insufficient maintenance, or improper operation of projects that may endanger public health, safety, or welfare, or the water resources. If deficiencies are found, the operation and maintenance entity is responsible for correcting the deficiencies in a timely manner to prevent compromises to flood protection and water quality. See Section 12.4 of the Applicant's Handbook Volume I for Minimum Operation and Maintenance Standards.

**Engineering Evaluation Tables:
 Land Use**

Basin	Land Type	Area (ac)	% of Total Basin
Site	Building Coverage	7.16	20.45
	Lake	4.57	13.05
	Pervious	13.94	39.81
	Impervious	9.35	26.70
	Total:	35.02	100%

Water Quality

Basin	Treatment Type	Treatment System	Volume Required (ac-ft)	Volume Provided (ac-ft)	Length Required (ft)	Length Provided (ft)
Site	Treatment	EXFILTRATION TRENCH	0.46	0.46	950.00	950.00

Water Quantity

Basin	Elevation Type	Storm Event (Yr/Day)	Precipitation Depth (in)	Peak Stage (ft NAVD88)	Min. EL (ft NAVD88)	Peak Discharge Rate (cfs)	Allowable Discharge Rate (cfs)
Site	Finished Floor	100Y3D	10.38	19.66	20.00	N/A	N/A
	Perimeter Berm/ Discharge	25YR3D	8.46	18.80	19.20	3.41	3.43
	Road Crown	5YR1D	6.50	16.49	18.20	N/A	N/A

Bleeder

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Dia.(In)	Angle (°)	Width (In)	Height (In)	Invert EL (ft NAVD88)	Receiving Body
Site	14.50	CS-1	Discharge	1	Triangular Orifice		98.34	15.60	6.60	14.50	LWDD L-12 Canal

Weir

Basin	Control EL (ft NAVD88)	Structure #	Structure Type	Count	Type	Crest EL (ft NAVD88)	Receiving Body
Site	14.50	CS-1	Discharge	1	Sharp Crested	18.80	LWDD L-12 Canal

Environmental Evaluation:

Wetlands and Other Surface Waters

The project site contains a 0.99 acre wetland area. Please see Exhibit No. 3.0 for the wetland location. The wetland can generally be described as a freshwater marsh. The project will result in impacts to the entire wetland area as described in the environmental evaluation table. Because the isolated wetland is located in the center of the project site, the applicant has demonstrated that design modifications to reduce or eliminate wetland impacts are not practicable pursuant to Section 10.2.1 of the Environmental Resource Permit Applicant's Handbook Volume I.

To mitigate for the wetland impacts, the applicant will buy 0.33 freshwater herbaceous wetland mitigation credits from Bluefield Ranch Mitigation Bank, as depicted in Exhibits No. 3.1. The amount of required mitigation was determined using the Wetland Rapid Assessment Procedure, and the final scores can be found in the ePermitting file.

In addition to wetland impacts the project will include the relocation of the adjacent Lake Worth drainage District.

Cumulative Impact Analysis

The mitigation is not located within the same basin as the wetland impacts. Based on a cumulative impact analysis submitted by the applicant's environmental consultant, the small size and low ecological value of the functions provided by the wetland to be impacted, and other available information, the District has determined that the project will not result in unacceptable cumulative impacts to the Eastern Palm Beach County Basin. This conclusion is project specific and does not apply to any other application.

Fish, Wildlife, and Listed Species

The project site does not contain significant habitat for wetland-dependent endangered or threatened wildlife species, or species of special concern. No wetland-dependent endangered or threatened species or species of special concern were observed onsite. Submitted information indicates that potential use of the site by such species is minimal.

This permit does not relieve the applicant from complying with all applicable rules and any other agencies' requirements if, in the future, endangered or threatened species or species of special concern are discovered on the site.

**Environmental Evaluation Tables:
 Summary**

Wetlands and Other Surface Waters: 0.99 acres
 Direct Impacts: 0.99 acres
 Secondary Impacts: 0 acres
 Net UMAM Functional Loss/ Gain: 0 units
 Total Onsite Mitigation Area: 0 acres
 Total Offsite Mitigation Area: 0 acres

Total Mitigation Bank Credits Provided

Mitigation Bank	Type	Total Credits
Bluefield Ranch	FH	0.33
Total:		0.33

Polo Legacy Wetlands Impacts

Activities in Wetlands or Other Surface Waters, With Mitigation at a Bank

ID	Acres	Community Description	Bank Name	Method	Current Score	With Score	Ratio or Add'l factor	Minimum Credits Needed
1	0.99	Freshwater Marshes	Bluefield Ranch	WRAP	0.33	0	1	0.33
Total: 0.99								

Related Concerns:

Historical/ Archeological Resources

The District has received correspondence from the Florida Department of State, Division of Historical Resources indicating that no significant archaeological or historical resources are recorded on the project site; therefore the project is unlikely to have an effect upon any such resources.

This permit does not release the permittee from complying with any other agencies' requirements in the event that historical and/or archaeological resources are found on the site.

Water Use Permit Status

Irrigation and dewatering water use permit requirements will be addressed with future phases of construction.

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

Water and Wastewater Service

Palm Beach County Utilities.

Approved
Certified Copy

General Conditions for Conceptual Permits

1. This permit does not authorize any construction, alteration, maintenance, operation, removal, or abandonment, except where such activities are specifically authorized as the first phase of an individual permit or are authorized to occur in accordance with a general permit or exemption under Chapter 62-330, F.A.C.
2. This permit does not:
 - (a) Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 - (b) Convey to the permittee or create in the permittee any interest in real property;
 - (c) Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 - (d) Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
3. The permittee shall notify the Agency in writing:
 - (a) Immediately if any previously submitted information is discovered to be inaccurate; and
 - (b) Within 30 days of any conveyance or division of ownership or control of the property or the system, the name and contact information for the new owner.
4. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample, and test the project site to ensure conformity with the permit.
5. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
6. This conceptual approval permit only authorizes design concepts for a master or future plan to construct, alter, operate, maintain, remove, or abandon projects that require a permit under Part IV of Chapter 373, F.S. It does not authorize any construction, alteration, operation, maintenance, removal, or abandonment, or the establishment and operation of a mitigation bank, or relieve the permit holder of any requirements to obtain such permits.
7. Subsequent applications to construct and operate activities shall be prepared and submitted using the applicable procedures in Rules 62-330.052, 62-330.054, 62-330.060, and 62-330.402 F.A.C., and sections 4.2.2, 4.2.3, 4.3, and 4.4 of Volume I. An application for conceptual approval for a mitigation bank shall also include the materials required by Chapter 62-342, F.A.C.
8. Issuance of this conceptual approval permit is a determination, within the level of detail provided in the application, that the activities approved in this permit are consistent with applicable rules at the time of issuance. This permit provides the conceptual approval permit holder with a rebuttable presumption, during the duration of this permit, that the engineering design and scientific principles upon which the conceptual approval permit approved herein are likely to meet applicable rule criteria for issuance of permits for subsequent phases of the project, provided all of the following are met at the time of receipt of a complete application to construct and operate the future phases:
 - (a) The application to construct and operate the future phases remains consistent with the designs and conditions of this permit. Primary areas for consistency comparisons include the size, location, and extent of the activities proposed, the type and nature of the activities, percent imperviousness, allowable discharge and points of discharge, location and extent of wetland

and other surface water impacts, mitigation plans implemented or proposed, control elevations, extent of stormwater reuse, detention and retention volumes, and the extent of flood elevations. If an application for construction of any portion of the land area covered by this permit is inconsistent with the design concepts and conditions approved herein, the application will be reviewed to determine the extent to which the inconsistency will affect the designs and conditions for the remainder of the lands contained in this permit. If the inconsistency will materially affect those designs and conditions, then the applicant must demonstrate that the holder of this permit agrees to that inconsistency. In such a case, the holder of the conceptual approval permit may:

1. Modify the conceptual approval permit to conform to the revised design;
 2. Abandon reliance on the conceptual approval permit; or
 3. Rely on those portions of the conceptual approval permit for only those areas that were not affected by the inconsistency.
 - (b) There are no changes to state water quality standards that would be affected by activities authorized in the conceptual approval permit that have not already been authorized for construction or operation.
 - (c) There have been no amendments to Florida law governing special basin criteria that would affect future activities authorized by the conceptual approval permit that have not already been authorized for construction.
 - (d) There are no substantive changes in the site characteristics that would affect whether the design concepts approved in the conceptual approval permit can continue to be reasonably expected to meet the conditions for authorizing construction of future phases. This shall include such things as changes in the designation of listed species, and changes to nesting, denning, and critical designation status of listed species that exist within the lands served by the project area.
9. If changes are proposed to the design of existing or future phases, or where there have been changes to state water quality standards, special basins, or site characteristics as described in conditions (3)(a) through (d), above, during the duration of this permit, the applicant must modify this permit if it wishes to continue to rely on this permit as a basis that reasonable assurance exists for the Agency to issue future construction or operation permits under the terms and conditions of this permit. If the permittee fails to do this, this conceptual approval permit can no longer be relied upon as a basis, in part or whole, under which permits to construct or operate future phases will be issued, and the Agency will reevaluate the terms and conditions of this permit at the time a permit application is received to construct the next phase of activities, or at the next requested extension of this permit's duration in accordance with subsection 62-330.056(11), F.A.C., whichever occurs first.

Special Conditions for Conceptual Permits

1. The Conceptual Approval shall expire on the date shown on page 2 of this permit, in accordance with Rules 62-330.056(9) and (10), F.A.C.

2. Operation and maintenance of the stormwater management system shall be the responsibility of Polo Legacy Community Association, Inc. Upon completion of construction and in conjunction with submittal of the as-built certification, a request for transfer to the operating entity with supporting documentation must be submitted in accordance with General Condition No. 7.

3. Prior to any future construction, the permittee shall apply for and receive an Individual ERP. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master stormwater management system, including the land use and site grading assumptions.

4. All commercial/industrial parcels shall provide a minimum dry pre-treatment volume of 1/2 inch of runoff prior to discharge into the master stormwater management system.

5. Prior to commencement of construction, and in accordance with the work schedule herein, the permittee shall submit documentation from Bluefield Ranch Bank that 0.33 herbaceous credits for this project have been paid for in full and deducted from the Mitigation Bank's ledger.

6. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to: FWCConservationPlanningServices@MyFWC.com.

Project Work Schedule for Permit No. 50-102172-P

The following activities are requirements of this Permit and shall be completed in accordance with the Project Work Schedule below. Please refer to both General and Special Conditions for more information. Any deviation from these time frames will require prior approval from the District's Environmental Resources Bureau and may require a minor modification to this permit. Such requests must be made in writing and shall include: (1) reason for the change, (2) proposed start/finish and/or completion dates, and (3) progress report on the status of the project.

Condition No.	Date Added	Description	Due Date	Date Satisfied
SC 5	10/11/2019	Submit Mitigation Bank Ledger Documentation	11/10/2019	

GC = General Condition

SC = Special Condition

Temporary Certified Copy

Distribution List

Anthony Palumbo, Mattamy Palm Beach, LLC

Polo Legacy Community Association, Inc.

Jeffrey T Schnars, Schnars Engineering Corporation

Ed Weinberg, EW Consultants Inc

Mattamy Palm Beach, LLC

City Of Greenacres

Div of Recreation and Park - District 5

US Army Corps of Engineers - Permit Section

Lake Worth Drainage District

Palm Beach County - Environmental Resource Management

Palm Beach County Engineer

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Exhibits

The following exhibits to this permit are incorporated by reference. The exhibits can be viewed by clicking on the links below or by visiting the District's ePermitting website at <http://my.sfwmd.gov/ePermitting> and searching under this application number 190619-1526.

Exhibit No. 3.0 Location Map

Exhibit No. 2.0 Plans

Exhibit No. 3.0 Wetland Map

Exhibit No. 3.1 Letter of Reservation

Exhibit No. 4.0 O&M POA Declaration of Covenants

NOTICE OF RIGHTS

As required by Sections 120.569 and 120.60(3), Fla. Stat., the following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all of the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a SFWMD decision which affects or may affect their substantial interests shall file a petition for hearing with the Office of the District Clerk of the SFWMD, in accordance with the filing instructions set forth herein, within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: (1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or (2) within 14 days of service of an Administrative Order pursuant to Section 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of written notice through mail, electronic mail, or posting that the SFWMD has or intends to take final agency action, or publication of notice that the SFWMD has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

If the District takes final agency action which materially differs from the noticed intended agency decision, persons who may be substantially affected shall, unless otherwise provided by law, have an additional Rule 28-106.111, Fla. Admin. Code, point of entry.

Any person to whom an emergency order is directed pursuant to Section 373.119(2), Fla. Stat., shall comply therewith immediately, but on petition to the board shall be afforded a hearing as soon as possible.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for an extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

FILING INSTRUCTIONS

A petition for administrative hearing must be filed with the Office of the District Clerk of the SFWMD. Filings with the Office of the District Clerk may be made by mail, hand-delivery, or e-mail. Filings by facsimile will not be accepted. A petition for administrative hearing or other document is deemed filed upon receipt during normal business hours by the Office of the District Clerk at SFWMD headquarters in West Palm Beach, Florida. The District's normal business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Any document received by the Office of the District Clerk after 5:00 p.m. shall be deemed filed as of 8:00 a.m. on the next regular business day.

Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the District Clerk, 3301 Gun Club Road, West Palm Beach, Florida 33406.
- Filings by hand-delivery must be delivered to the Office of the District Clerk. Delivery of a petition to the SFWMD's security desk does not constitute filing. It will be necessary to request that the SFWMD's security officer contact the Office of the District Clerk. An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by e-mail must be transmitted to the Office of the District Clerk at clerk@sfwmd.gov. The filing date for a document transmitted by electronic mail shall be the date the Office of the District Clerk receives the complete document. A party who files a document by e-mail shall (1) represent that the original physically signed document will be retained by that party for the duration of the proceeding and of any subsequent appeal or subsequent proceeding in that cause and that the party shall produce it upon the request of other parties; and (2) be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed.

INITIATION OF ADMINISTRATIVE HEARING

Pursuant to Sections 120.54(5)(b)4. and 120.569(2)(c), Fla. Stat., and Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, SFWMD file number or any other SFWMD identification number, if known.
2. The name, address, any email address, any facsimile number, and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

MEDIATION

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Section 120.68, Fla. Stat., and in accordance with Florida Rule of Appellate Procedure 9.110, a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal with the Office of the District Clerk of the SFWMD in accordance with the filing instructions set forth herein within 30 days of rendition of the order to be reviewed, and by filing a copy of the notice with the clerk of the appropriate district court of appeal.

This is not a certified copy

EXHIBIT "C"

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
POLO LEGACY HOMEOWNERS ASSOCIATION, INC.**

**AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
POLO LEGACY HOMEOWNERS ASSOCIATION, INC.**

These Amended and Restated Articles of Incorporation of Polo Legacy Homeowners Association, Inc. are a substantial rewording of the Articles of Incorporation for Polo Legacy Homeowners Association, Inc. See the Articles of Incorporation for Polo Legacy Homeowners Association, Inc. for present text (in existence prior to the filing of these Amended and Restated Articles of Incorporation of Polo Legacy Homeowners Association, Inc.).

In order to form a not for profit corporation under and in accordance with the provisions of Chapter 617, Florida Statutes, the undersigned hereby incorporates this not for profit corporation for the purposes and with the powers hereinafter set forth, and to that end, the undersigned by these Articles of Incorporation, certifies as follows:

**ARTICLE I
DEFINITIONS**

All initially capitalized terms used herein shall have the same meaning as set out in the Declaration of Covenants, Conditions, and Restrictions for Saddlewood, as may be amended from time to time (the "Declaration") to which these Amended and Restated Articles of Incorporation of Polo Legacy Homeowners Association, Inc. are attached as Exhibit "C", as may be amended from time to time (these "Articles"), unless an alternative definition is provided herein.

**ARTICLE II
NAME AND ADDRESS**

POLO LEGACY HOMEOWNERS ASSOCIATION, INC. hereby changes its name and shall hereinafter be referred to as **SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.** (the "Association"). The principal address and mailing address of the Association shall be 2500 Quantum Lakes Drive, Suite 215, Boynton Beach, Florida 33426, or such other principal address or mailing address and may be designated, from time to time, by the Board.

**ARTICLE III
OBJECTS AND PURPOSES**

The objects and purposes for which the Association is formed are those as authorized by the Governing Documents, including, without limitation, the operation, maintenance, and control of the Lots and the Common Areas and all Improvements thereon, and to conduct and transact generally the business of a not for profit corporation and to do all things and exercise all powers and perform all functions that a not for profit corporation is authorized or empowered to do, exercise, or perform under and by virtue of the laws of Florida.

ARTICLE IV POWERS

Without limitation, the powers of the Association shall include and be governed by the following provisions:

4.1 Common Law and Statutory Powers. The Association shall have all common law and statutory powers of a not for profit corporation under the laws of Florida which are not in conflict with the Governing Documents, including those powers under and pursuant to the Florida Not For Profit Corporation Act and the Homeowners' Association Act. In the event of any conflict between the provisions of the Florida Not For Profit Corporation Act and the Homeowners' Association Act, the Homeowners' Association Act shall apply. In the event of any conflict between these Articles and the By-Laws, these Articles shall control; and in the event of any conflict between these Articles and the Declaration, the Declaration shall control.

4.2 Necessary Powers. The Association shall also have those powers reasonably necessary to fulfill the purposes for which the Association is formed, which powers shall include, but not be limited to, the following:

(a) To make and collect Assessments for the operation, management, maintenance, repair, replacement, improvement, and reconstruction after casualty of the Common Areas pursuant to the Declaration.

(b) To purchase equipment, supplies, material, and other personal property as may be required in the maintenance, repair, replacement, improvement, operation, and management of the Common Areas pursuant to the Declaration.

(c) To buy, accept, own, operate, lease, sell, trade, and mortgage both real and personal property as may be necessary or convenient in the administration of the Association.

(d) To acquire and pay for insurance on the Common Areas, as set forth in the Declaration, for the protection of the Association and the Common Areas and to acquire and pay for Directors and Officers liability insurance to protect the Directors and Officers of the Association.

(e) To make, amend, alter, rescind, and promulgate reasonable rules and regulations for the use and appearance of the Common Areas and the Lots for the benefit, health, safety, and welfare of the Members.

(f) To provide for management, maintenance, repair, replacement, improvement, and operation of the Common Areas pursuant to the Declaration and to delegate to a management entity or management agent those powers and duties which are not specifically required by these Articles to be retained by the Board.

(g) To employ and dismiss vendors, contractors, attorneys, accountants, engineers, architects, and other professionals and personnel to perform the services required for proper operation of the Property and the Association.

(h) To use and expend the monies collected by the Association to effectuate its purposes and powers, including, but not limited to, the payment of utilities and all taxes and assessments made by public bodies which may be levied upon the Common Areas.

(i) To select depositories for the Association funds and to determine the manner of receiving, depositing, and disbursing corporate funds.

(j) To enforce by legal means the provisions of the Governing Documents.

(k) To possess, enjoy and exercise all powers necessary to implement, enforce, and carry into effect the powers above described, including, without limitation, the power to acquire, hold, convey, and deal in real and personal property.

(l) To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of the purposes and powers of the Association under the Governing Documents.

ARTICLE V

MEMBERS

5.1 Membership. Every person or entity who is a record owner of a fee or undivided fee interest in any Lot shall be a Member of the Association, provided that any such person or entity who holds such interest merely as security for the performance of an obligation shall not be a Member. No Member may assign, hypothecate, or transfer in any manner membership in the Association except as an appurtenance to the Lot. Any Member of the Association who conveys or loses title to a Lot by sale, gift, bequest, judicial decree, or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of membership resulting from ownership of such Lot.

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

5.2.1 Class A. Class A Members shall be all Members, with the exception of the Declarant while the Declarant is a Class B Member, each of whom shall be entitled to one (1) vote for each Lot in which they hold the interests required for membership by Section 5.1 above. The vote of a Lot shall not be divisible. Said votes shall be exercised or cast in the manner provided by the By-Laws.

5.2.2 Class B. The Class B Member shall be the Declarant. The Class B Member shall be entitled to one thousand (1,000) votes, or three (3) votes per Lot, whichever is greater. Class B membership shall cease and be converted to Class A membership upon Turnover.

5.3 General Matters. When reference is made in the Governing Documents or in management contracts or otherwise, to a majority or specific percentage of the Members or Owners, such reference shall be deemed to be reference to a majority or specific percentage of the votes of the Members and Owners and not of the Members or Owners themselves.

ARTICLE VI **TERM**

The term for which the Association is to exist shall be perpetual. In the event of dissolution of the Association, other than incident to a merger or consolidation, the Common Areas, shall be conveyed to a local government body. In the event the local government body does not accept such conveyance, the Common Areas shall be conveyed to a non-profit organization with similar purposes. Any Member may petition the local Circuit Court for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Lots and Common Areas and improvements thereon, in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association, the Lots, and the Common Areas. Further, the Property shall continue to be subject to the provisions of the Declaration, including, without limitation, Assessments levied in accordance with the Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate, and preserve the Common Areas as then-existing and as then-continues to be used for the common use and enjoyment of the Owners.

ARTICLE VII **INITIAL SUBSCRIBER**

The name and address of the initial subscriber to these Articles is as follows:

Gregory Pettibon

2500 Quantum Lakes Drive, Suite 215
Boynton Beach, Florida 33426

ARTICLE VIII **BOARD OF DIRECTORS**

The property, business, and affairs of the Association shall be managed by the Board, which shall consist of not less than three (3), nor more than seven (7) Directors and shall always be an odd number as may be determined by the Board from time to time. Except for Directors appointed by the Declarant, Directors shall be Members of the

Association or shall be the authorized representative, officer, or employee of corporate Members of the Association. The Directors shall be elected in the manner set forth in the By-Laws. All Directors shall be natural persons who are eighteen (18) years of age or older and shall comply with all additional eligibility requirements set forth in the Homeowners' Association Act. The following are the names and addresses of the persons appointed to act as Directors until their successors are elected and qualified:

Matt Berkis	2500 Quantum Lakes Drive, Suite 215 Boynton Beach, Florida 33426
Jeremy Bunner	2500 Quantum Lakes Drive, Suite 215 Boynton Beach, Florida 33426
Lorie Maiorana Moccia	2500 Quantum Lakes Drive, Suite 215 Boynton Beach, Florida 33426

ARTICLE IX OFFICERS

The affairs of the Association shall be managed by a President, a Vice President, a Secretary, and a Treasurer, and such other Officers as the Board may from time to time designate in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary in its sole discretion, all of whom shall serve at the pleasure of the Board and shall meet the eligibility requirements as set forth in the Homeowners' Association Act. Upon Turnover, all Officers must be Members of the Association. The names and addresses of the current Officers of the Association, who shall hold office until their successors are duly elected in the manner set forth in the By-Laws are as follows:

PRESIDENT	Matt Berkis	2500 Quantum Lakes Drive, Suite 215 Boynton Beach, Florida 33426
VICE PRESENT	Jeremy Bunner	2500 Quantum Lakes Drive, Suite 215 Boynton Beach, Florida 33426
SECRETARY/ TREASURER	Lorie Maiorana Moccia	2500 Quantum Lakes Drive, Suite 215 Boynton Beach, Florida 33426

ARTICLE X INDEMNIFICATION

Each and every Director and Officer of the Association shall be indemnified by the Association against all costs, expenses, and liabilities, including attorney and paralegal fees, costs, and expenses at all trial and appellate levels and post judgment proceedings, reasonably incurred by or imposed upon him/her in connection with any negotiation, proceeding, arbitration, litigation, or settlement in which he/she becomes involved by

reason of his/her being or having been a Director or Officer of the Association, and the foregoing provision for indemnification shall apply whether or not such person is a Director or Officer at the time such fees, costs, or expenses are incurred. Notwithstanding the above, in the event of a settlement in connection with any of the foregoing, the indemnification provisions provided in this Article X shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the fees, costs, and expenses of such settlement as being in the best interest of the Association. In the event a Director or Officer admits that he/she is guilty of or is adjudged guilty of willful misconduct or gross negligence in the performance of his/her duties, the indemnification provisions of this Article X shall not apply. The foregoing right of indemnification provided in this Article X shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or Officer of the Association may be entitled under statute or common law.

Upon the resignation of a Director who has been designated, appointed, or elected by the Declarant, or the resignation of an Officer who was elected or appointed by the Declarant or the Directors, the Association and the Members shall remise, release, acquit, and forever discharge such Director or Officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages (except to the extent and such damages are covered by insurance), judgments, executions, claims, and demands whatsoever, in law or in equity, which the Association or the Members, their successors, assigns, heirs, and personal representatives, had, now have, or will have against such Director or Officer by reason of having been a Director or Officer. Notwithstanding, the foregoing shall not apply in the event of a criminal act where such Director or Officer was adjudicated guilty or pled nolo contendere.

ARTICLE XI BY-LAWS

The By-Laws may be altered, amended, or rescinded in the manner set forth in the By-Laws; provided, however, that at no time shall the By-Laws conflict with these Articles or the Declaration. Any attempt to amend contrary to these prohibitions shall be of no force or effect.

ARTICLE XII AMENDMENTS

12.1 Declarant Amendment. Prior to Turnover, these Articles may be amended only by an instrument in writing signed by the Declarant and joined by the Association.

12.2 Membership Amendment. After Turnover, these Articles may be amended by the affirmative vote of two-thirds (2/3^{rds}) of all of the Members. The approval of the Members of a proposed amendment may be obtained by written consent in lieu of a membership meeting pursuant to the relevant provisions of the Florida Not For Profit Corporation Act.

12.3 Proviso. No amendment to these Articles shall conflict with the terms of the Declaration or the By-Laws. No amendment to these Articles shall be adopted which shall abridge, prejudice, amend, or alter the rights of the Declarant, as determined in the sole discretion of the Declarant, without the prior written consent of the Declarant. Any attempt to amend contrary to this prohibition shall be of no force or effect whatsoever.

12.4 Filing and Recording. Amendments to these Articles adopted pursuant to this Article XII shall be recorded among the Official Records of the County and filed in the Office of the Secretary of State of the State of Florida.

12.5 Notice of Amendment. Within thirty (30) days after recording an amendment to these Articles, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Member upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

ARTICLE XIII **REGISTERED AGENT**

The name and address of the registered agent of the Association who shall serve until his/her successor is properly appointed by the Board shall be Kaye Bender Rembaum, P.L., 1200 Park Central Boulevard South, Pompano Beach, Florida 33064. The Association shall have the right to designate subsequent registered agents without amending these Articles.

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ACCEPTANCE BY REGISTERED AGENT

Having been named to accept service of process for **POLO LEGACY HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation to be known as **SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.**, at the place designated in these Amended and Restated Articles of Incorporation of Polo Legacy Homeowners Association, Inc., the undersigned hereby agrees to act in this capacity and further agrees to comply with the provisions of all statutes relative to the proper and complete discharge of his duties.

Dated this 25th day of March, 2021.

KAYE BENDER REMBAUM, P.L.

By: 

Jeffrey Rembaum, Member
(Registered Agent)

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EXHIBIT "D"
BY-LAWS OF
SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.

**BY-LAWS OF
SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I
IDENTIFICATION**

These are the By-Laws of **SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.**, a Florida not for profit corporation to be formerly known as Polo Legacy Homeowners Association, Inc. (the "Association"). The Association is a not for profit corporation organized pursuant to and under Chapter 617, Florida Statutes for the purpose, among other things, of administering, managing, operating, and maintaining the residential community known as "**SADDLEWOOD**" located in Palm Beach County, Florida. If utilized by the Association, the seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not for Profit."

**ARTICLE II
DEFINITIONS**

All initially capitalized terms used herein shall have the same meaning as set out in the Declaration of Covenants, Conditions, and Restrictions for Saddlewood, as may be amended from time to time (the "Declaration"), to which these By-Laws of Saddlewood Homeowners Association, Inc. are attached as Exhibit "D", as may be amended from time to time (the "By-Laws"), unless an alternative definition is provided herein.

**ARTICLE III
MEMBERSHIP AND MEMBERSHIP MEETINGS**

3.1 **Membership.** The qualification for membership, the manner of admission to the membership, the voting rights of such membership, and the termination of such membership shall be as set forth in the Articles.

3.2 **Annual Meeting.** The annual meeting of the Members shall be held at the office of the Association, or at such other place in the County as the Board may determine, at least once each calendar year on such date and at such time as designated by the Board, for the purpose of electing Directors and transacting any other business authorized to be transacted by the Members. Such annual meeting election shall not take place later than thirteen (13) months from the date of the preceding annual meeting and election.

3.3 **Special Meetings.** Special meetings of the Members shall be held whenever called by the President, the Vice-President, or by a majority of the Board and must be called by such Officers upon receipt of a written request from at least ten percent (10%) of the voting interests of the Members. The business conducted at a special meeting of the Members shall be limited to that stated in the notice of the meeting.

3.4 **Notice.** Written notice of all membership meetings shall state the date, time, and location of the meeting being called and shall provide an agenda for which the

meeting is called as hereinafter set forth. The notice shall be mailed, delivered, or electronically transmitted to each Member at such mailing address, electronic mailing address, or facsimile number of the Member as appears in the official records of the Association and shall be conspicuously posted on the Common Areas at least fourteen (14) days prior to the date set for such meeting, except in the event of an emergency. Proof of mailing, delivering, or electronic transmission of notice shall be given by affidavit of the person who mailed, delivered, or electronically transmitted such notice.

3.4.1. Waiver. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the official records of the Association whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. The attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when the attendance of the Member (or person authorized to vote for such Member) is for the express purpose of objecting at the time the meeting is called to order to the transaction of business because the meeting is not lawfully called.

3.4.2. Electronic Transmission. Members desiring to receive notice by electronic transmission shall provide written consent to the Association to receive notice(s) by electronic transmission and shall provide their email address to which the notice(s) shall be sent. Once a Member provides their written consent to receive electronic notice(s), such authority shall apply to all other communications from the Association. The email address provided by the Member shall be accessible to any other Member who makes a lawful request to inspect the official records of the Association.

3.5. Presiding Officer. At meetings of the membership, the President or the President's designee, including, without limitation, the Association's manager or legal counsel, shall preside, or in the President's absence, the Vice-President or the Vice-President's designee, including, without limitation, the Association's manager or legal counsel, shall preside.

3.6. Order of Business. The order of business at the annual meeting of the Members and, as far as practical, at all other meetings of the Members, shall be as follows:

- (a) Call to order.
- (b) Proof of notice of meeting or waiver of notice.
- (c) Reading and disposal of any unapproved minutes.
- (d) Report of Officers.
- (e) Report of committees.
- (f) Election of Directors.
- (g) Unfinished business.
- (h) New business.
- (i) Adjournment.

3.7 Quorum and Decisions. A quorum at meetings of the Members shall consist of Members present, in person or by proxy, entitled to cast thirty percent (30%) of the votes of the entire membership. The acts approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Members, except when approval by a greater number of Members is required. Unless otherwise prohibited, Members may vote in person, by limited proxy, or by written consent in lieu of a meeting of the Members pursuant to the relevant provisions of the Florida Not For Profit Corporation Act.

3.8 Adjourned Meetings. If any membership meeting cannot be organized because a quorum has not been attained, either a majority of the Members who are present, whether in person or by proxy, or the chairperson of the meeting acting alone, may adjourn the meeting, from time to time, to a date, time, and location certain until a quorum is present. Any business which might have been transacted at a meeting of the Members as originally called may be transacted at any adjourned meeting thereof. Notice of the date and time of the continued meeting and place for reconvening the meeting shall be given to the Members in the manner prescribed for meetings of the Members.

3.9 Minutes. Minutes of all meetings of the Members shall be maintained in written form or in another form that can be converted into written form within a reasonable time and shall be available for inspection by the Members, after such minutes have been approved, at all reasonable times.

3.10 Proxies. A proxy is an instrument containing the appointment of a person who is substituted by a Member to cast such Member's vote in the Member's place and stead. Votes may be cast in person or by proxy. A Member's vote cast by proxy shall only be cast by limited proxy; however, general proxies may be used in order to achieve a quorum of the Members. To be valid, a proxy must (i) be in writing; (ii) state the date on which the proxy was given; (iii) state the date, time, and location of the meeting for which it was given; (iv) be signed by the Member giving the proxy or by the person designated in a voting certificate signed by the Member as the person authorized to cast the vote attributable to such Lot; and (v) be filed with the Secretary before or at the appointed time of the meeting. Limited proxies shall additionally provide the Member's vote for such specific items as are being voted upon by the Members at the meeting for which the limited proxy is given. A proxy shall be valid only for the particular meeting designated thereon, and as the meeting may lawfully be adjourned and reconvened from time to time, and shall automatically expire ninety (90) days after the date of the meeting for which it was originally given. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place. The proxy holder, or substitute proxy holder, must personally attend the meeting for which such proxy is given in order for such proxy to be valid. A proxy is revocable at any time by the Member who executed it, or any other record title owner of the Lot, unless a designated voting certificate is filed with the Association and, if so, then only by the designated voter.

3.11 Voting Member. All voting certificates issued pursuant to this Section 3.11 shall be filed with the Secretary of the Association prior to the meeting at which said vote

is to be cast. In the event any such voting certificate is not filed with the Association as required below, the vote to which such Lot is entitled shall not be considered in determining whether a quorum is present, or for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed. A voting certificate shall be valid until revoked by the Members to the voting certificate, until superseded by a subsequent voting certificate, or until a transfer of title to the Lot to which the voting certificate pertains.

3.11.1 Lot Owned by One (1) Person. A Member who is the only fee simple title holder to a Lot shall cast the vote for such Lot, and no voting certificate shall be required.

3.11.2 Lot Owned by More than One (1) Person. If a Lot is owned by more than one (1) person, a voting certificate designating either Owner as the Member entitled to cast the vote for their Lot and signed by all Owners of the Lot is not required but is permitted. If such voting certificate is not provided, then any Owner may cast the vote for their Lot; however, only one (1) vote is permitted. If more than one (1) Owner votes, then all of their votes are not counted.

3.11.3 Lot Owned by an Entity. If a Lot is owned by a corporation, partnership, limited liability company, estate, trust, or other similar entity, the person of such corporation, partnership, limited liability company, estate, trust, or other similar entity entitled to cast the vote for such Lot shall be designated in a voting certificate signed by an appropriate officer or principal of the corporation, partnership, limited liability company, estate, trust, or other entity.

3.12 Member Attendance and Participation. Subject to the relevant provisions of the Homeowners' Association Act, Members have the right to attend all meetings of the Members. No tenants or guests are permitted to attend any meeting of the Members unless otherwise specifically approved by the Board. Members in attendance at a membership meeting shall be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to a vote on such designated agenda items. All Member statements must be made in a respectful and businesslike manner. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, as decided by the chairperson of the meeting in his/her absolute discretion, the Member may be expelled from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. The Board may adopt such other written reasonable rules governing the frequency, duration, and other manner of Member statements as it deems appropriate. Any Member may tape record or videotape meetings of the Members; provided, however, the equipment utilized does not produce distracting sound or light emissions and subject to any rules and regulations which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

ARTICLE IV DIRECTORS

4.1 Business Affairs. The business and affairs of the Association shall be managed by the Board. The Board shall consist of not less than three (3), nor more than seven (7) Directors and shall always be an odd number as may be determined by the Board from time to time. All Directors shall be natural persons who are eighteen (18) years of age or older and shall comply with all additional eligibility requirements set forth in the Homeowners' Association Act and the Governing Documents. Except for Directors appointed by the Declarant, Directors shall be Members of the Association or shall be the authorized representative, officer, or employee of corporate Members of the Association. The Board shall exclusively exercise all of the powers of the Association, unless otherwise specifically delegated to the Members.

4.2 Term. The term of each Director's service shall be one (1) year commencing with the date of election until his/her successor is duly elected and qualified or until he/she resigns or is removed in the manner provided herein.

4.3 Election. Election of Directors shall be conducted in the following manner:

4.3.1 Declarant Appointment. Notwithstanding anything to the contrary contained herein, prior to Turnover, the Declarant shall have the right to appoint Directors by written notice to such effect or by an announcement reflected in the minutes of the annual meeting of the Members. Further, after Turnover, the Members other than the Declarant shall be entitled to elect at least a majority of the Directors; provided, however, that as so long as the Declarant owns at least one (1) Lot, the Declarant shall have the continued right to appoint at least one (1) Director.

4.3.2 Member Election. Members other than the Declarant are entitled to elect at least one (1) member of the Board if fifty percent (50%) of the Lots in the entire Community which will ultimately be operated by the Association have been conveyed to non-Declarant Members. The Director(s) shall be elected at the annual meeting of the Members.

4.3.2.1 First Notice of Election. At least sixty (60) days before a scheduled election, the Association shall mail, deliver, or electronically transmit to each Member a first notice of the date of the election.

4.3.2.2 Candidacy of Members. Any Member desiring to be a candidate for the Board shall provide written notice of his/her intent to be a candidate to the Association at least forty (40) days prior to the scheduled election. Such notice shall be effective upon receipt of same by the Association. No nominations shall be permitted past such date, and no nominations shall be permitted from the floor of the meeting at which the election is being conducted. Pursuant to the relevant provisions of the Homeowners' Association Act, a Member who is delinquent in the payment of any monetary obligation to the Association on the day that he/she could last nominate

himself/herself or be nominated for the Board may not seek election to the Board, and his/her name shall not be listed on the "Ballot" (as such term is hereinafter defined). Additionally, a Member who has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony if committed in the State of Florida, is not eligible for candidacy unless such felon's civil rights have been restored for at least five (5) years as of the date on which such Member seeks election to the Board. The validity of any action by the Board is not affected if it is later determined that a Director was ineligible for candidacy or Board membership at the time of such Director's election to the Board.

4.3.2.3 Second Notice of Election. In accordance with Section 3.4 of these By-Laws, not less than fourteen (14) days prior to the scheduled election, the Association shall mail, deliver, or electronically transmit a second notice of the election to all Members, together with any candidate's information sheet(s), if any, subject to the provisions of Section 4.3.2.4 below.

4.3.2.4 Candidate Information Sheet. Upon the timely written request of a candidate, the Association shall include the information sheet of the requesting candidate along with the second notice of election. Such information sheet shall be no larger than a single side of an eight and one half inches by eleven inches (8½" by 11") sheet of paper and shall be provided to the Association by the candidate at least thirty-five (35) days prior to the election. The information sheet may describe the candidate's educational background, employment experience, and/or any other qualifications the candidate deems relevant to his/her service on the Board. The Association shall not be liable for the contents of the information sheets prepared by the candidates. In order to reduce costs, the Association may print or duplicate the information sheets on both sides of a sheet of paper and may do so in black and white.

4.3.2.5 Ballots. The Board shall be elected by written ballot and limited proxy only. Elections shall be decided by a plurality of votes cast. The ballot, as set forth in the written ballot and limited proxy (the "Ballot"), shall indicate in alphabetical order by surname, each and every Member who desires to be a candidate for the Board and who gave written notice to the Association not less than forty (40) days before a scheduled election, unless such Member has, prior to the mailing of the second notice of election, withdrawn his/her candidacy in writing. No Ballot shall indicate which candidates are incumbents on the Board. No write-in candidates shall be permitted. A Ballot shall not be deemed cast until delivered to the office of the Association or to the presiding officer at an annual meeting of the Members. Upon closing of balloting at an annual meeting of the Members, no Ballot may be rescinded or changed.

4.3.2.6 Conduct of the Election. At the annual meeting of the Members at which the election is held, the Association shall have available blank written ballots for distribution at the annual meeting of the Members. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a Ballot in order to have a valid election. At the annual meeting, ballots shall be deposited

into a ballot box and collected by an "Election Committee." Upon closing of balloting, no further Ballots shall be cast. The Election Committee shall be appointed by the chairperson during the annual meeting of the Members immediately prior to the collection of Ballots, and the members of the Election Committee shall not be the candidates, Directors, Officers, or the spouses of the candidates, Directors, or Officers. The Ballots shall be tallied in the presence of the Members in attendance at the annual meeting of the Members. All Ballots, whether disregarded or not, shall be retained with the official records of the Association. Once the Ballots have been tallied, those candidates who have been elected to the Board shall be immediately announced.

4.3.2.7 Election by Acclimation. Unless more candidates are nominated for an election than there are available positions on the Board, an election is not required. In such event, the candidates will be seated on the day of the annual meeting of the Members.

4.4 Compensation. Subject to the relevant provisions of the Homeowners' Association Act, Directors shall not receive or be entitled to any compensation for services as a Director, unless approved by a majority of all of the Members. Notwithstanding the foregoing, nothing herein contained shall be construed to preclude a Director from serving the Association in any other capacity and receiving compensation therefor, subject to the disclosure and approval requirements of the Florida Not For Profit Corporation Act regarding conflicts of interest. Further, Directors appointed by the Declarant may be compensated by the Declarant as part of their regular employee pay. Directors shall not solicit or accept, directly or indirectly, any gifts, gratuity, favor, loan, or any other thing of monetary value from any company or individual seeking to obtain contractual or other business or financial relations with the Association, or from anyone whose intent is to influence any decision or action on any official matter, except a Director may accept food and beverage to be consumed at a business meeting with a value of less than Twenty Five Dollars (\$25.00) per individual, as set forth in section 720.3033, Florida Statutes.

4.5 Organizational Meeting. The organizational meeting of the newly-elected Board shall be held immediately after the annual meeting of the Members. If the majority of the Directors elected shall not be present at that time, or if the Directors shall fail to elect Officers, the organizational meeting shall then be held within ten (10) days after the annual meeting of the Members at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice to or by the Board of the organizational meeting shall be necessary. The singular instance in which the Board may vote by secret ballot shall be for the election of Officers, but such vote shall take place in front of the Members.

4.6 Certification of Directors. All Directors shall be certified pursuant to the relevant provisions of the Homeowners' Association Act. The written certification or educational certificate is valid for the uninterrupted tenure of the Director and shall be kept among the Association's official records for five (5) years after such Director's election or appointment. Any Director who does not timely file the written certification or

educational certificate shall be suspended from the Board until he/she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension.

4.7 Recall of Directors. Any Director may be removed from office at any time, as authorized by the Homeowners' Association Act, with or without cause, by the affirmative vote of a majority of the entire membership at a special meeting of the Members called for that purpose or as otherwise provided by the Homeowners' Association Act. Notice for such special meeting of the Members shall not be electronically transmitted. If less than a majority of the Board is removed, the vacancy shall be filled by the affirmative vote of a majority of the remaining Directors. If a majority or more of the Board is removed, the vacancies shall be filled by the Members voting in favor of the recall; if removal is at a meeting, any vacancies shall be filled by the Members at the meeting. If the recall occurred by agreement in writing or by written ballot, Members may vote for replacement Directors in the same instrument in accordance with the relevant provisions of the Homeowners' Association Act, together with procedural rules adopted by the Division of Florida Condominiums, Timeshares, and Mobile Homes. This Section 4.7 shall not apply to any Director appointed by the Declarant.

4.8 Resignation and Disqualification of Directors. Directors shall have the absolute right to resign at any time by providing written notice of such resignation to the Board, delivered to the President or the Secretary. Such written notice of resignation shall be effective upon receipt, unless a later date is provided in the written notice of resignation, then upon such later date the resignation shall become effective. Any Director shall be disqualified for any manner as provided by the relevant provisions of the Homeowners' Association Act creating a vacancy in the office to be filled in the manner provided herein.

4.9 Vacancies. Except as to vacancies created by recall, vacancies on the Board occurring between annual meetings of the Members shall be filled by the remaining Directors, even if the remaining Directors constitute less than a quorum, or by the sole remaining Director. A Director elected or appointed pursuant to this Section 4.9 shall have all of the rights, privileges, duties, and obligations as a Director elected at an annual meeting of the Members and shall serve for the unexpired term of the vacancy being filled. A vacancy occurring on the Board due to the resignation or disqualification of a Declarant-appointed Director shall be filled by the Declarant for so long as the Declarant may have a Director on the Board.

4.10 Board Meetings. Meetings of the Board may be held at such date, time, and location within the County as the Board may designate. Meetings of the Board may be called by the President and must be called by the Secretary at the written request of a majority of the Directors.

4.11 Notice. Notice of Board meetings shall be conspicuously posted within the Common Areas at least forty-eight (48) hours before such meeting, except in the event of an emergency. All notices shall provide the date, time, and location of the Board meeting being called. A notice for a Board meeting at which an Assessment may be levied

shall include a statement that Assessments will be considered and the nature of the Assessments. Notice of any meeting at which Special Assessments will be considered or at which amendments to rules regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the Members and conspicuously posted within the Common Areas at least fourteen (14) days prior to the Board meeting. Proof of mailing, delivering, or electronic transmission of such fourteen (14) day notice shall be given by affidavit of the person who mailed, delivered, or electronically transmitted such notice. The provisions set forth in Section 3.4.1 above, regarding waiver, and Section 3.4.2 above, regarding electronic transmission, shall apply hereto.

4.12 Order of Business. The order of business at Board meetings, as far as practical, shall be as follows:

- (a) Proof of due notice of meeting.
- (b) Reading and disposal of unapproved minutes.
- (c) Report of Officers.
- (d) Report of Committees.
- (e) Election of Officers.
- (f) Unfinished business.
- (g) New business.
- (h) Adjournment.

4.13 Presiding Officer. At meetings of the Board, the President shall preside, or in the President's absence, the Vice-President shall preside, or in the absence of both, the Directors present shall designate one of their number to preside at such meeting.

4.14 Quorum and Decisions. A quorum of the Board shall consist of a majority of the entire Board. All actions or resolutions approved by a majority of those Directors present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is required. Directors may not vote by proxy or secret ballot; provided, however, that secret ballots may be used for the election of Officers. Prior to Turnover, and unless otherwise prohibited, any action required or permitted to be taken at a meeting of the Board may be taken without a meeting by unanimous written consent in lieu of a meeting of the Board pursuant to the relevant provisions of the Florida Not For Profit Corporation Act.

4.15 Adjourned Meetings. If at any meeting of the Board there is less than a quorum present, the majority of those Directors present may adjourn the meeting, from time to time, until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting of the Board as originally called may be transacted without further notice. If for any reason a new date must be fixed for reconvening the meeting after adjournment, notice of the meeting and place for reconvening the meeting shall be given in the manner prescribed for meetings of the Board.

4.16 Member Attendance and Participation. Subject to the relevant provisions of the Homeowners' Association Act, Members have the right to attend all meetings of the Board. No tenants or guests are permitted to attend any meeting of the Board unless otherwise specifically approved by the Board. Members in attendance at a Board meeting shall be entitled to speak for a maximum of three (3) minutes only as to the designated agenda items prior to the Board's vote on such designated agenda items and in such manner as determined by the Board. All Member statements must be made in a respectful and businesslike manner and must be directed to the Board. In the event a Member conducts himself/herself in a manner detrimental to the carrying on of a meeting, the Board may, at the sole and unfettered discretion of the meeting chairperson, expel such Member from the meeting by any reasonable means which may be necessary to accomplish such an expulsion. The Board may adopt such other written reasonable rules governing the frequency, duration, and other manner of Member statements as it deems appropriate. Any Member may tape record or videotape meetings of the Board; provided, however, the equipment utilized does not produce distracting sound or light emissions and subject to any rules and regulations which may be adopted by the Board regarding placement, assemblage of audio and video equipment, prior notice to record the meeting, and distraction resulting from moving about during recording of the meeting.

4.17 Minutes. Minutes of all Board meetings shall be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting shall be recorded in the minutes. Minutes shall be available for inspection by the Members, after such minutes have been approved, at all reasonable times.

4.18 Committees. The Board may, by resolution duly adopted, create one (1) or more committees and appoint persons to such committees and delegate to such committees such powers and responsibilities as the Board may deem advisable, subject to any limitations on the Board's right to delegate authority as may exist under general corporate law. Such committees shall consist of at least three (3) Members. The committee(s) shall have such name(s) as may be determined from time to time by the Board, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board as required. The provisions applicable to Board meetings, including, without limitation, notice provisions and Member attendance and participation provisions, shall be applicable to the meetings of any committee only when a final decision regarding the expenditure of Association funds will be made and for meetings of the ACC.

ARTICLE V
OFFICERS

5.1 The Officers. The Officers of the Association shall be a President, a Vice-President, a Treasurer, a Secretary, and such other Officers and assistant Officers as may be designated by the Board from time to time in the Board's sole discretion, the powers and duties of which shall be designated by the Board as the Board deems necessary, in its sole discretion, to manage the affairs of the Association. All Officers shall serve at the pleasure of the Board. Except for Officers appointed by the Declarant,

Officers shall be Members or shall be the authorized representative, officer, or employee of corporate Members. An individual Officer may hold more than one (1) office; however, the President shall not also be the Treasurer or the Vice-President.

5.2 Election of Officers. Officers shall be elected from time to time by the affirmative vote of a majority of the Directors present at any Board meeting at which a quorum is present.

5.3 Removal, Resignation, and Disqualification of Officers. Any Officer may be removed at any time by the affirmative vote of a majority of the Board present at any Board meeting at which a quorum is present. Without limitation of other lawful remedy, Section 4.8 of these By-Laws regarding the resignation and disqualification of Directors shall also apply to Officers.

5.4 Compensation. Subject to the relevant provisions of the Homeowners' Association Act, Officers shall not directly receive any compensation from the Association for the performance of his/her duties as an Officer. Notwithstanding the foregoing, nothing herein contained shall be construed to preclude an Officer from serving the Association in any other capacity and receiving compensation therefor, subject to the disclosure and approval requirements of the Florida Not For Profit Corporation Act regarding conflicts of interest. Further, Officers appointed by the Declarant-controlled Board may be compensated by the Declarant as part of their regular employee pay. Officers shall not solicit or accept, directly or indirectly, any gifts, gratuity, favor, loan, or any other thing of monetary value from any company or individual seeking to obtain contractual or other business or financial relations with the Association, or from anyone whose intent is to influence any decision or action on any official matter, except an Officer may accept food and beverage to be consumed at a business meeting with a value of less than Twenty Five Dollars (\$25.00) per individual, as set forth in section 720.3033, Florida Statutes.

5.5 Duties of Officers. The Officers shall perform the duties of such offices customarily performed by officers of like corporations, including, but not limited, to the following:

5.5.1 President. The President shall be a member of the Board and the chief executive officer of the Association. The President shall have all of the powers and duties which are usually vested in the office of a president, including, but not limited to, the responsibility to serve as chairperson of all meetings. The President shall ensure that all orders and resolutions of the Board are carried out and shall sign all notes, checks, leases, and all other written instruments upon approval of the Board. The President shall set the agenda for all meetings of the Board and all meetings of the Members in consultation with the Officers and Directors.

5.5.2 Vice-President. The Vice-President shall be a member of the Board and shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice-President shall also generally assist the President

and exercise such other powers and perform such other duties as shall be prescribed by the Board.

5.5.3 Secretary. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly approved and signed by the Board. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of secretary and as may be required by the Board or the President.

5.5.4 Treasurer. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidences of indebtedness. The Treasurer shall keep the Assessment rolls and accounts of the members, keep the books of the Association in accordance with good accounting practices, make provision for collection of Assessments, and all other duties incident to the office of treasurer and as may be required by the Board or the President.

ARTICLE VI **FISCAL MANAGEMENT**

6.1 Fiscal Year. The fiscal year of the Association shall be the calendar year, beginning January 1st and ending December 31st of each year; provided, however, the Board is expressly authorized to adopt a different fiscal year at such time as the Board deems advisable.

6.2 Accounting Records. The Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members at reasonable times in accordance with the Homeowners' Association Act.

6.3 Budget. The initial budget prepared by the Declarant is adopted as the budget for the period of operation until adoption of the first annual budget by the Board. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED. Thereafter, all annual budgets shall be prepared and adopted by the Board. The Board shall prepare and adopt an annual budget reflecting, among other things, the estimated revenues and expenses for the forthcoming fiscal year and the estimated surplus or deficit for the end of the current fiscal year. After the budget has been adopted by the Board, a copy of the adopted budget shall be mailed, delivered, or electronically transmitted to each Member at the Member's last known address, electronic mailing address, or facsimile number as shown on the books and records of the Association. In lieu of mailing, delivering, or electronically transmitting a copy of the adopted budget, the Association shall mail, deliver, or electronically transmit to each Member at the Member's last known address, electronic mailing address, or facsimile number as shown on the books and records of

the Association written notice that a copy of the adopted budget is available upon request at no charge to the Member.

6.4 Budget Deficiency. No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in the budget or which exceed budgeted amounts, and no Board shall be required to engage in deficit spending. Recognizing that it is extremely difficult to adopt a budget for each fiscal year that exactly coincides with the actual expenses during the year, should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficits shall be carried into the next year's budget as a deficiency or shall be the subject of a Special Assessment to be levied by the Board in accordance with the Declaration.

6.5 Financial Report. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or contract with a third party for the preparation and completion of a financial report for the preceding fiscal year in accordance with the Homeowners' Association Act. Within twenty-one (21) days after the final financial report is completed by the Association, or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice advising that a copy of the report is available upon request at no charge to the Member.

6.6 Depositories. The depository of the Association shall be such bank(s) or other financial institution(s) as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by checks signed by such persons as are authorized by the Board. In the absence of such determination by the Board, such checks shall be signed by the Treasurer, and countersigned by the President or the Vice-President.

6.7 Fidelity Coverage. The Association shall maintain insurance or a fidelity bond for all "persons who control or disburse funds of the Association." The fidelity coverage must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this Section 6.7, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, the Vice-President, the Secretary, and the Treasurer. The Association shall bear the cost of any such fidelity coverage. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining fidelity coverage for all persons who control or disburse funds of the Association.

ARTICLE VII

RULES AND REGULATIONS

The Board may, at a properly noticed meeting of the Board, adopt reasonable rules and regulations for the operation and use of the Community, or amend or rescind any

such existing rules and regulations; provided, however, that such rules and regulations shall not be inconsistent with any of the terms or provisions of any of the Declaration, the Articles, or these By-Laws. Copies of any rules and regulations as promulgated, amended, or rescinded by the Board shall be mailed, delivered, or electronically transmitted to all Members at the last known address, electronic mailing address, or facsimile number of the Members as shown on the books and records of the Association and shall become effective upon such mailing, delivery, or electronic transmission.

ARTICLE VIII PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of meetings of the Board and meetings of the Members when not in conflict with the Governing Documents, the Homeowners' Association Act, or the Florida Not For Profit Corporation Act.

ARTICLE IX AMENDMENTS

9.1 Declarant Amendment. Prior to Turnover, these By-Laws may be amended only by an instrument in writing signed by the Declarant and joined by the Association.

9.2 Membership Amendment. After Turnover, these By-Laws may be amended by the affirmative vote of two-thirds (2/3^{rds}) of all of the Members. The approval of the Members of a proposed amendment may be obtained by written consent in lieu of a membership meeting pursuant to the relevant provisions of the Florida Not For Profit Corporation Act.

9.3 Proviso. No amendment to these By-Laws shall conflict with the terms of the Declaration or the Articles. No amendment to these By-Laws shall be adopted which shall abridge, prejudice, amend, or alter the rights of the Declarant, as determined in the sole discretion of the Declarant, without the prior written consent of the Declarant. Any attempt to amend contrary to this prohibition shall be of no force or effect whatsoever.

9.4 Recording. Amendments to these By-Laws adopted pursuant to this Article IX shall be recorded among the Official Records of the County.

9.5 Notice of Amendment. Within thirty (30) days after recording an amendment to these By-Laws, the Association shall mail, deliver, or electronically transmit a copy of the amendment to the Members. However, if a copy of the proposed amendment is provided to the Members before they vote on the amendment, and the proposed amendment is not changed before the vote, the Association, in lieu of providing a copy of the amendment, may provide notice to the Members that the amendment was adopted, identifying the Official Records Book and Page number of the recorded amendment, and that a copy of the amendment is available at no charge to the Member upon written request to the Association. Notwithstanding the foregoing, the failure to timely provide

notice of the recording of the amendment does not affect the validity or enforceability of the amendment.

IN WITNESS WHEREOF, these By-Laws of Saddlewood Homeowners Association, Inc. were executed on this 25th day of March, 2021.

Signed, sealed and delivered
in the presence of:

ASSOCIATION

**POLO LEGACY HOMEOWNERS
ASSOCIATION, INC.,**
A Florida not for profit corporation

Print Name: Jose Becerra

By: [Signature]
Jeremy Bunner, its Vice President

[Signature]

Date: 3/25/21

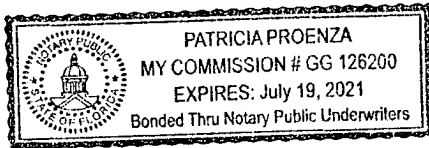
Print Name: Lorie Maiorana

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing By-Laws of Saddlewood Homeowners Association, Inc. were acknowledged before me by means of physical appearance or online notarization, this 25th day of March, 2021, by Jeremy Bunner as Vice President of Polo Legacy Homeowners Association, Inc., a Florida not for profit corporation, who is personally known to me or produced _____ as identification and did not take an oath.

[Signature]
Notary Public, State of Florida
Patricia Proenza
Print Name of Notary Public

My Commission Expires:



**JOINDER TO BY-LAWS OF
SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.**

MATTAMY PALM BEACH LLC, a Delaware limited liability company authorized to do business in Florida (the "Declarant"), does hereby join in the **BY-LAWS OF SADDLEWOOD HOMEOWNERS ASSOCIATION, INC.** to which this Joinder is attached on the date set forth below.

Signed, sealed and delivered
in the presence of:

Jacalyn DiNatali
Print Name: Jacalyn DiNatali

Doc Becerra
Print Name: Doc Becerra

MATTAMY PALM BEACH LLC,
a Delaware limited liability company authorized to
do business in Florida

By: *[Signature]*
Anthony Palumbo, its Vice President

Date: 3/25/2021

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of physical appearance or online notarization, this 25th day of March, 2021, by Anthony Palumbo as Vice President for **MATTAMY PALM BEACH LLC**, a Delaware limited liability company authorized to do business in Florida, who is personally known to me or produced _____ as identification and did not take an oath.

[Signature]
Notary Public, State of Florida

Patricia Proenza
Print Name of Notary Public

My Commission Expires:

