INSTRUMENT#: 2007130706, BK: 17572 PG: 1892 PGS: 1892 - 1895 03/15/2007 at 01:30:42 PM, DEPUTY CLERK: BLOGGANS Pat Frank, Clerk of the Circuit Court Hillsborough County

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PREPARED BY AND RETURN TO:
Christian F. O'Ryan, Esq.
Pennington, Moore, Wilkinson, Bell & Dunbar, P.A.
2701 N. Rocky Point Drive, Suite 900
Tampa, Florida 33607

----------SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA----------

FIRST AMENDMENT TO DECLARATION FOR CARRIAGE HOMES AT ARBOR GREENE

THIS FIRST AMENDMENT TO DECLARATION FOR CARRIAGE HOMES AT ARBOR GREENE (this "**First Amendment**") is made by U.S. HOME CORPORATION, a Delaware corporation ("**U.S. Home**") and joined by CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC., a Florida corporation not for profit (the "**Association**").

RECITALS

A. That certain Declaration for Carriage Homes at Arbor Greene was recorded in Official Records Book 17175, at Page 1809 of the Public Records of Hillsborough County, Florida (the "**Original Declaration**").

B. The Original Declaration together with this First Amendment shall hereinafter be referred to as the "**Declaration**."

C. Section 4.3 of the Declaration provides that, prior to the Turnover Date, U.S. Home, as Developer, shall have the right to amend the Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever.

D. The Turnover Date has not yet occurred.

NOW THEREFORE, U.S. Home hereby declares that every portion of Carriage Homes at Arbor Greene is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

Words in the text which are lined through (------) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.

1. The foregoing Recitals are true and correct and are incorporated into and form a part of this First Amendment.

2. In the event that there is a conflict between this First Amendment and the Declaration, this First Amendment shall control. Whenever possible, this First Amendment and the Declaration shall be construed as a single document. Except as modified hereby, the Declaration shall remain in full force and effect.

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3. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

4. Section 2 of the Declaration is hereby amended as follows:

"**Master Association**" shall mean Arbor Greene of New Tampa Homeowners~~Hunter's Green Community~~ Association, Inc., its successors and assigns.

"**Master Declaration**" shall mean and refer to the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Arbor Greene~~Hunter's Green~~, recorded in OR Book 84735~~5243~~, Page 19731~~979~~, public records of Hillsborough County, Florida, together with all amendments and modifications thereof.

5. Section 18 of the Declaration is hereby amended as follows:

18. Master Association.

18.1 Master Association. The Master Association has been established to administer, operate and maintain portions of the Property~~Properties~~ (as defined in the Master Declaration) for all residents as more particularly described in the Master Declaration. The Master Declaration provides for the Declarant, the CDD or the Master Association~~ or any Neighborhood Association~~, to operate, maintain and repair the Property~~Common Property, Commercial Property and Common Elements~~ (all as defined in the Master Declaration) which may be located within its jurisdiction; and take such other action as the Master Association is authorized to take pursuant to the Master Association's Articles of Incorporation, Bylaws or Master Declaration.

18.2 Membership in the Master Association. Membership in the Master Association is mandatory for ~~each~~ every person or entity who is an Owner ~~Neighborhood Association~~ (as defined in the Master Declaration). Each Owner~~Neighborhood Association (as defined in the Master Declaration)~~ shall have the number of votes in the Master Association as set forth in the Master Declaration, with voting rights to be exercised as set forth in the Master Declaration, Articles of Incorporation and Bylaws of the Master Association. ~~The Association and each Neighborhood Association shall be entitled to membership and voting rights as provided in the Master Declaration.~~

18.3 Master Association Assessments. The Master Declaration provides for the making and collecting of assessments against Owners, for the expenses of operating the Master Association and otherwise carrying out the duties and responsibilities of the Master Association under the Master Declaration. The Master Association has been granted a lien by the Master Declaration against each Home within CARRIAGE HOMES AT ARBOR GREENE, and other rights, to secure payment of any assessment or other amounts due with respect to such Owner's Homes. The Master Association shall collect assessments and other charges in accordance with the provisions of the Master Declaration.

18.4 Master DRB. Pursuant to the terms of the Master Declaration, the Master Association has created or will create a Design Review Board (the "Master DRB"). All improvements to be constructed within CARRIAGE HOMES AT ARBOR GREENE will be subject to, and must be approved in accordance with, the procedures set forth in the Master Declaration.

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6. This First Amendment shall be a covenant running with the land.

IN WITNESS WHEREOF, the undersigned hereunto set its hand and seal as of this 14th day of March, 2007.

WITNESSES:

Print Name: Louisa Cheng

Print Name: Dawn Bailey

"DEVELOPER"

U.S. HOME CORPORATION,
a Delaware corporation,

By: Ken Wagner
Name: Kenneth Wagner
Title: Vice President
Date: 3/14/07
(Corporate Seal)

STATE OF FLORIDA)
)SS.:
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 14th day of March, 2007, by Kenneth Wagner, as Vice President of U.S. HOME CORPORATION, a Delaware corporation, on behalf of the corporation. [He] [She] ☒ is personally known to me or ☐ has produced _____ as identification.

Bonnie M. Karampatsos
Commission # DD553938
Expires August 30, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

Bonnie M. Karampatsos
Notary Public
Bonnie M. Karampatsos
Print Name
My commission expires: 8/30/2008

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JOINDER

CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC.

CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC. (the "**Association**") does hereby join in the First Amendment to Declaration for Carriage Homes at Arbor Greene (the "**First Amendment**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this Joinder is for convenience purposes only and does not apply to the effectiveness of the First Amendment as Association has no right to approve the First Amendment.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this day of 3/14/07, 2007.

WITNESSES:

Print Name: DUSTY EICHHOLT

Print Name: DEENA BROWN

CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC.,
a Florida corporation not for profit

By: _____
Name: Michael Cachon
Title: President

{CORPORATE SEAL}

STATE OF FLORIDA)
)SS.:
COUNTY OF HILLSBOROUGH)

The foregoing was acknowledged before me this 15th day of March, 2007 by Michael Cachon as President of CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification on behalf of the corporation.

My commission expires: 11-1-08

NOTARY PUBLIC, State of Florida at Large
Print name: Dawn Bailey

Dawn Bailey
Commission # DD363735
Expires November 1, 2008
Bonded Troy Fain - Insurance, Inc. 800-385-7019

INSTRUMENT#: 2006546141, BK: 17175 PG: 1809 PGS: 1809 - 1910 11/17/2006 at 02:17:14 PM, DEPUTY CLERK: BLOGGANS Pat Frank, Clerk of the Circuit Court Hillsborough County

PREPARED BY AND RETURN TO:
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DECLARATION FOR CARRIAGE HOMES AT ARBOR GREENE

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"B" – Articles of Incorporation
"C" – Bylaws
"D" – Permit

DECLARATION
FOR
CARRIAGE HOMES AT ARBOR GREENE

THIS DECLARATION FOR CARRIAGE HOMES AT ARBOR GREENE (this "**Declaration**") is made by U.S. HOME CORPORATION, a Delaware corporation ("**U.S. Home**") and joined in by CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC., a Florida corporation not for profit ("**Association**") and HUNTER'S GREEN COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit ("**Master Association**").

R E C I T A L S

A. U.S. Home is the owner of the real property in Hillsborough County, Florida more particularly described in **Exhibit "A"** attached hereto and made a part hereof ("**CARRIAGE HOMES AT ARBOR GREENE**").

B. U.S. Home desires to subject CARRIAGE HOMES AT ARBOR GREENE to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising CARRIAGE HOMES AT ARBOR GREENE, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

NOW THEREFORE, U.S. Home hereby declares that every portion of CARRIAGE HOMES AT ARBOR GREENE is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions and restrictions hereinafter set forth.

1. Recitals. The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

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

"**ACC**" shall mean the Architectural Control Committee for CARRIAGE HOMES AT ARBOR GREENE established pursuant to Section 17.1 hereof.

"**Access Control System**" shall mean any system intended to control access and/or enhance the welfare of CARRIAGE HOMES AT ARBOR GREENE.

"**Articles**" shall mean the Articles of Incorporation of Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit "B"** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 15 hereof.

"**Association**" shall mean CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC., a Florida corporation not for profit, its successors and assigns.

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

"**Builder**" shall mean any person or entity that purchases a Lot from Developer for the purpose of constructing one or more Homes.

"**Bylaws**" shall mean the Bylaws of Association in the form attached hereto as **Exhibit "C"** and made a part hereof, as amended from time to time.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dial tone, open video system or any combination thereof.

"**CARRIAGE HOMES AT ARBOR GREENE**" shall mean all of the real property described on **Exhibit "A"** and shall include the Common Areas, each Home, each Lot, tract, unit or other subdivision of real property, subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Developer may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of CARRIAGE HOMES AT ARBOR GREENE.

"**Common Areas**" shall mean all real property interests and personalty within CARRIAGE HOMES AT ARBOR GREENE designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within CARRIAGE HOMES AT ARBOR GREENE. The Common Areas may include, without limitation, open space areas, landscape easement areas, electric gates, improvements, easement areas owned by others, additions, irrigation pumps, wetlands, irrigation areas, irrigation lines, retention walls, streets, parking areas, lights, commonly used utility facilities, mail kiosk, trash collection containers, signage, sign monuments, other lighting, and landscaping within property owned by Association. The Common Areas do not include any portion of a Home. 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 DEVELOPER TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DEVELOPER'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be conveyed to the District and comprise part of the Facilities. District Facilities shall not include Common Areas.

"**Community Completion Date**" shall mean the date upon which all Homes in CARRIAGE HOMES AT ARBOR GREENE, as ultimately planned and as fully developed, have been conveyed by Developer and/or Builder to Owners.

"**Community Development District**" shall mean and refer to the Arbor Greene Community Development District, established pursuant to City Ordinance #96-160 on July 18, 1996 by the City of Tampa, Hillsborough County, Florida.

"**Community Standards**" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Section 17.5 hereof.

"**Contractors**" shall have the meaning set forth in Section 17.12 hereof.

"**Data Transmission Services**" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"Declaration" shall mean this Declaration for Carriage Homes at Arbor Greene together with all amendments and modifications thereof.

"Developer" shall mean U.S. Home and any of its designees, successors and assigns who receive a written assignment of all or some of the rights of Developer hereunder. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"District" shall have the meaning set forth in Section 24.1 hereof.

"District Debt Service Assessments" shall have the meaning set forth in Section 24.2 hereof.

"District Maintenance Special Assessments" shall have the meaning set forth in Section 24.2 hereof.

"District Revenue Bonds" shall have the meaning set forth in Section 24.2 hereof.

"Facilities" shall have the meaning set forth in Section 24.1 hereof.

"Governing Documents" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

"Home" shall mean each residential townhome and any appurtenances thereto constructed within CARRIAGE HOMES AT ARBOR GREENE. The term Home may not reflect the same division of property as reflected on a Plat. 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 Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"Individual Assessments" shall have the meaning set forth in Section 15.2 hereof.

"Initial Capital Contribution" shall have the meaning set forth in Section 15.11 herein.

"Installment Assessments" shall have the meaning set forth in Section 15.2 hereof.

"Lease Agreement" shall have the meaning set forth in Section 12.23 hereof.

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

"Lot" shall mean any platted residential lot shown on a Plat.

"Master Association" shall mean Hunter's Green Community Association, Inc., its successors and assigns.

"Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions of Hunter's Green, recorded in OR Book 5243, Page 1979, public records of Hillsborough County, Florida, together with all amendments and modifications thereof.

"Master Governing Documents" shall mean the Master Declaration, the articles of incorporation of the Master Association, the bylaws of the Master Association and any of the rules and regulations adopted pursuant thereto, all as amended from time to time.

"Master Plan" shall mean collectively the any full or partial concept plan for the development of CARRIAGE HOMES AT ARBOR GREENE, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Developer as to the development of CARRIAGE HOMES AT ARBOR GREENE or its amenities, as Developer reserves the right to amend all or part of the Master Plan from time to time.

"Operating Costs" shall mean all costs and expenses of Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by Association; all amounts payable in connection with any private street lighting agreement between Association and Tampa Electric ("TECO"); amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; termite warranty programs; Master Association assessments to the extent that the Master Association requests that the Association collect such assessments; all amounts payable in connection with water services supplied by any public utility and any and all costs relating to the discharge of the obligations hereunder, or as determined to be part of the Operating Costs by Association. By way of example, and not of limitation, Operating Costs shall include all of Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. If any of the foregoing items identified as possible Operating Costs are included as District Maintenance Special Assessments, the same shall not be included in Operating Costs.

"Owner" shall mean the record owner (whether one or more persons or entities) of fee simple title to any Home. The term "Owner" shall not include Developer or Builder until the Turnover Date, or a Lender.

"Parcel" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Home.

"Parking Lot" shall mean collectively the parking areas designated by the Developer which may at the Developer's option include one space reserved for each Home and may include spaces which are reserved for Owners' guests.

"Party Wall" shall mean any fence or wall built as part of the original construction of two or more Homes which is placed on the dividing line or platted lot line between such Homes.

"Permit" shall mean the permit attached as **Exhibit "D"** issued by the SWFWMD.

"Plat" shall mean any plat of any portion of CARRIAGE HOMES AT ARBOR GREENE filed in the Public Records, as the same may be amended by Developer, from time to time.

"Public Records" shall mean the Public Records of Hillsborough County, Florida.

"Reserves" shall have the meaning set forth in Section 15.2 hereof.

"Rules and Regulations" shall mean collectively the rules and regulations governing CARRIAGE HOMES AT ARBOR GREENE as adopted by the Board from time to time.

"SWFWMD" shall mean the Southwest Florida Water Management District.

"Special Assessments" shall mean those Assessments more particularly described as Special Assessments in Section 15.2 hereof.

"Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Developer may, by Supplemental Declaration, create additional classes of membership for the Owners of any additional property made subject to this Declaration pursuant to Section 5.1, 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.

"Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, lakes, retention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403 of the Florida Statutes. The Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

"Telecommunications Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

"Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services 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.

"Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to CARRIAGE HOMES AT ARBOR GREENE. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (*e.g.*, individual adjustable digital units).

"Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

"Title Documents" shall have the meaning set forth in Section 26.8 hereof.

"Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and\or the Federal Communications Commission.

"Turnover Date" shall mean the date on which transition of control of the Association from Developer to Owners occurs.

"Use Fees" shall have the meaning set forth in Section 15.2 hereof.

"U.S. Home" shall mean U.S. Home Corporation, a Delaware corporation, its successors and assigns.

"Wetland Conservation Areas" shall have the meaning set forth in Section 26.3 herein. The Wetland Conservation Areas will be part of the Common Areas and will be maintained by Association.

3. Plan of Development.

3.1 Plan. The planning process for CARRIAGGE HOMES AT ARBOR GREENE is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Developer's buyers. Subject to the Title Documents, Developer may wish and has the right to develop CARRIAGE HOMES AT ARBOR GREENE and adjacent property owned by Developer into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development, which may include shopping centers, stores, office buildings, showrooms, industrial facilities, technological facilities, and professional offices. 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 CARRIAGE HOMES AT ARBOR GREENE as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for CARRIAGE HOMES AT ARBOR GREENE which may be supplemented by additional covenants restrictions and easements applicable to CARRIAGE HOMES AT ARBOR GREENE. In the event of a conflict between the Master Governing Documents and the Governing Documents, the Master Governing Documents shall control. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of CARRIAGE HOMES AT ARBOR GREENE from containing additional restrictions or provisions which are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners and to all occupants of Homes, as well as their respective tenants, guests and invitees. Any Lease Agreement for a Home within CARRIAGE HOMES AT ARBOR GREENE shall provide that the lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for lessees and tenants are set forth in this Declaration.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Developer unless such amendment receives the prior written consent of Developer, which consent may be withheld for any reason 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. 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. All amendments must comply with Section 25 hereof which benefits SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 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 Developer and Association have the unfettered right to amend this Declaration and the other Governing Documents except as expressly set forth herein.

4.3 Amendments Prior to and Including the Turnover Date. Prior to and including the Turnover Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of CARRIAGE HOMES AT ARBOR GREENE; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Homes, and maintenance standards for landscaping. Developer's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Developer may create easements over Homes conveyed to Owners provided that such easements do not prohibit the use of such Homes as residential homes. In the event that Association shall desire to amend this Declaration prior to the Turnover Date, Association must first obtain Developer's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Developer may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Developer shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) fifty-one percent (51%) of the votes present (in person or by proxy) at a duly called meeting of the members in which there is a quorum.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA. Notwithstanding any provision of this Declaration to the contrary, the Developer shall have the right to amend this Declaration, from time to time, so long as Developer owns a Lot within CARRIAGE HOMES AT ARBOR GREENE, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment.

5. Annexation and Withdrawal.

5.1 Annexation by Developer. Prior to the Turnover Date, additional lands may be made part of CARRIAGE HOMES AT ARBOR GREENE by Developer, at Developer's sole discretion. Such additional lands to be annexed may or may not be adjacent to CARRIAGE HOMES AT ARBOR GREENE. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, Association, Owners or any Lenders of any portion of CARRIAGE HOMES AT ARBOR GREENE, including a Home). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of CARRIAGE HOMES AT ARBOR GREENE. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Developer and as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Turnover Date, only Developer may add additional lands to CARRIAGE HOMES AT ARBOR GREENE.

5.2 Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) sixty-six and two-thirds percent (66 2/3%) of the Board; and (ii) fifty-one percent (51%) of the votes present, in person or by proxy, at a duly called meeting of the members in which there is a quorum.

5.3 Withdrawal. Prior to the Turnover Date, any portions of CARRIAGE HOMES AT ARBOR GREENE (or any additions thereto) may be withdrawn by Developer from the provisions and applicability

of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Developer to withdraw portions of CARRIAGE HOMES AT ARBOR GREENE shall not apply to any Home which 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 CARRIAGE HOMES AT ARBOR GREENE shall not require the consent or joinder of any other party (including, but not limited to, Association, Owners, or any Lenders of any portion of CARRIAGE HOMES AT ARBOR GREENE). Association shall have no right to withdraw land from CARRIAGE HOMES AT ARBOR GREENE.

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records 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 this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event Association is dissolved, and any portion of the Surface Water Management System is part of the Common Areas, the Surface Water Management System shall be conveyed to the District or an appropriate agency of local government, and that if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of Association, CARRIAGE HOMES AT ARBOR GREENE and each Home therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of CARRIAGE HOMES AT ARBOR GREENE which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. The term of this Declaration shall be perpetual and shall run with the land. Each Owner, by acceptance of title to a Home or to any portion of CARRIAGE HOMES AT ARBOR GREENE and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The provisions of this Declaration are equitable servitudes and run with the land.

7.2 Transfer. The transfer of the fee title to a Home, whether voluntary or by operation of law, terminating the Owner's title to that Home shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Home and shall terminate such Owner's membership in Association. An Owner's rights and privileges under this Declaration are not assignable separately from a Home. The Owner of each Home is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Home shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Home, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The

transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Home, the transferring Owner shall remain liable for Assessments accruing on the Home from and after the date of conveyance.

7.3 Membership and Voting Rights.

7.3.1 Upon acceptance of title to a Home, and as more fully provided in the Articles and Bylaws, each Owner shall be a member of Association. Membership rights are governed by the provisions of this Declaration, the deed to a Home, the Articles and Bylaws. Membership shall be an appurtenance to and may not be separated from, the ownership of a Home. Developer rights with respect to Association are set forth in this Declaration, the Articles and Bylaws.

7.3.1 The Association shall have two (2) classes of voting membership:

Class A: Class A members shall be all Owners with the exception of the Developer and each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B: Class B members shall be the Developer, and shall be entitled to nine (9) votes for each Lot owned; provided, however, that as to land which is annexed or added pursuant to the terms of this Declaration, Developer shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Developer shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after Turnover, the Developer shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of operation of the Association by the Developer to Owners other than the Developer. The Turnover of the Association by the Developer shall occur at the Turnover meeting. The purpose of the Turnover meeting shall be to elect directors to the Association. No more than sixty (60) days and no less than thirty (30) days prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover meeting shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.2.1 When the total votes outstanding in the Class A membership equal or exceed the total votes outstanding in the Class B membership; or

7.3.2.2 Ten (10) years from the date of filing of this Declaration; or

7.3.2.3 At such time as the Class B member voluntarily relinquishes its right to vote.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting interests in Association are governed by the provisions of the Articles and Bylaws.

7.6 Document Recordation by Owners Prohibited. Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Developer, or conflict with the provisions of this Declaration.

7.7 Conflicts. In the event of any conflict among this Declaration, the Master Declaration, the Articles, the Bylaws or any of the other Governing Documents, the Master Declaration shall control. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Developer. Notwithstanding anything to the contrary herein, prior to the Community Completion Date Developer shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of CARRIAGE HOMES AT ARBOR GREENE for various public purposes or for the provision of Telecommunications Systems, or to make any portions of CARRIAGE HOMES AT ARBOR GREENE part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of CARRIAGE HOMES AT ARBOR GREENE. In addition, the Common Areas of CARRIAGE HOMES AT ARBOR GREENE may include decorative improvements, and berms. Developer may remove, modify, eliminate or replace these items from time to time in its sole discretion. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT FACILITIES, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DEVELOPER SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME WITHOUT NOTICE AT ITS DISCRETION.

9. Operation of Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Developer shall be operated, maintained, and administered at the sole cost of Association for all purposes and uses reasonably intended, as Developer in its sole discretion deems appropriate. During such period, Developer shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Home or any portion of CARRIAGE HOMES AT ARBOR GREENE or Home or any other person or entity whatsoever. 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, leased by, dedicated to, and/or maintained by Association. The current conceptual representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to Association. Developer, so long as it controls Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion and without notice.

9.2 Construction of Common Areas Facilities. Developer has constructed or will construct, at its sole cost and expense, certain improvements as part of the Common Areas as Developer determines in its sole discretion. Developer shall be the sole judge of the composition of such improvements. Prior to the Community Completion Date Developer reserves the absolute right to construct additional Common Areas facilities and improvements within CARRIAGE HOMES AT ARBOR GREENE, 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. Developer is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Developer is the sole judge of the foregoing, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personalty (*e.g.*, furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them. Further, and without limiting the foregoing, it is possible that certain areas that would otherwise be Common Areas shall be District Facilities and construction of such Facilities will be financed by the Bonds issued to finance a portion or all of the cost of the Facilities. District Facilities shall not include Common Areas.

9.3 Use of Common Areas by Developer. Until the Community Completion Date Developer shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed necessary by Developer.

9.4 Conveyance.

9.4.1 Generally. Within sixty (60) days after the Turnover Date, or earlier as determined by Developer in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by a deed from Developer to Association. Association shall pay all costs of the conveyance. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. 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 conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Developer harmless on account thereof. Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits from Developer, or any other permittee of any permit required by a governmental agency in connection with the development of CARRIAGE HOMES AT ARBOR GREENE, as modified and/or amended. Association shall cooperate with Developer, 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 Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE DEDICATED OR CONVEYED IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to each irrevocable Owner's ingress and egress easement to his or her Home as set forth in this Declaration.

9.4.2 Form of Deed. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected in the plat(s) of CARRIAGE HOMES AT ARBOR GREEN;

9.4.2.3 perpetual non-exclusive easements in favor of Developer, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. The easements reserved in the deed shall run in favor of Developer, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Developer shall have failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas conveyed herein are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all

reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) which Association and Developer agree is a fair and reasonable remedy; and

9.4.2.6 a reservation of right in favor of Developer (so long as Developer owns any portion of CARRIAGE HOMES AT ARBOR GREEN) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

9.5 Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by Association for the use and benefit of the owners of all property interests in CARRIAGE HOMES AT ARBOR GREENE, including but not limited to, Association, Developer, Owners and any Lenders. Subject to Association's right to grant easements and other interests as provided herein, 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 the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Developer, or (ii) from and after the Turnover Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; and (b) fifty-one percent (51%) of all of the votes in Association.

9.6 Paved Common Areas. Certain paved areas may be part of the Facilities under the jurisdiction of the District. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all paved surfaces, roads, pathways, and sidewalks forming a part of the Common Areas, if any, unless such are part of the Facilities under the jurisdiction of the District. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Areas by a licensed paving contractor and/or engineer with a Florida Department of Transportation Asphalt Pavement Certification. The cost of such inspection shall be a part of the Operating Costs of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Areas annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Community Completion Date, Association should monitor the roads and sidewalks forming the Common Areas monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

9.7 Delegation and Managers. Once conveyed or dedicated to Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of Association. Notwithstanding the foregoing Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Developer, its affiliates and/or subsidiaries shall have the right to manage Association. Owners and Association acknowledge that it is fair and reasonable to have Developer, its affiliates and/or subsidiaries manage Association. Furthermore, in the event that a Common Area is created by easement, Association's

obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 General Public Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Developer, and thereafter, Association, has the right, 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.

9.8.2 Right to Allow Use. Developer and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or 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. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by Association prior to the Community Completion Date shall require the consent of Developer. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

9.8.3 Waterbodies. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR THE DISTRICT MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN CARRIAGE HOMES AT ARBOR GREEN; PROVIDED, FURTHER, NEITHER THE DEVELOPER, THE ASSOCIATION, NOR THE DISTRICT BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DEVELOPER, THE ASSOCIATION AND THE DISTRICT. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, THE DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, the District and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any waterbody or waterfall within CARRIAGE HOMES AT ARBOR GREENE. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a waterbody but within the boundary of a Home with the prior approval of the ACC. No fence or other structure may be placed within any lake maintenance easement. Swimming and/or boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Areas. All or a portion of the waterbodies within CARRIAGE HOMES AT ARBOR GREENE may be part of the Facilities and owned by the District.

9.8.4 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each person within any portion of CARRIAGE HOMES AT ARBOR GREENE accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of CARRIAGE HOMES AT ARBOR GREENE (e.g., the Common Areas) including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, view restrictions caused by maturation of trees and shrubbery, (c) reduction in privacy caused by the removal or pruning of shrubbery or trees within CARRIAGE HOMES AT ARBOR GREENE and (d) design of any portion of CARRIAGE HOMES AT ARBOR GREENE. Each person entering onto any portion of CARRIAGE HOMES AT ARBOR GREENE also expressly indemnifies and agrees to hold harmless Developer,

District and Association and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas and/or Facilities, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas and/or Facilities and, including without limitation, any area adjacent to a lake or pond, do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS AND FACILITIES MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, INSECTS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER, BUILDERS, MASTER ASSOCIATION, DISTRICT AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS, HER OR ITS GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Developer, District and Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, Facilities or the interpretation of this Declaration and/or exhibits attached hereto and/or from any act or omission of Developer, District, Association, or of any of the Indemnified Parties. Should any Owner bring suit against Developer, District, Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to Turnover Date, Developer, and thereafter, Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas and CARRIAGE HOMES AT ARBOR GREENE. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.1 Developer Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Developer or to any property owned by Developer and shall not be applied in a manner which would adversely affect the interests of the Developer. Without limiting the foregoing, Developer, Builder and/or their assigns, shall have the right to: (i) develop and construct commercial, club uses, and industrial uses, Homes, Common Areas, and related improvements within CARRIAGE HOMES AT ARBOR GREENE, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Homes and (b) residences and properties located outside of CARRIAGE HOMES AT ARBOR GREENE), general office and construction operations within CARRIAGE HOMES AT ARBOR GREENE; (iii) place, erect or construct portable, temporary or accessory buildings or structure within CARRIAGE HOMES AT ARBOR GREENE for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of CARRIAGE HOMES AT ARBOR GREENE; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of CARRIAGE HOMES AT ARBOR GREENE owned by Developer, signs and other materials used in developing, constructing, selling or promoting the sale of any portion of CARRIAGE HOMES AT ARBOR GREENE, including, without limitation, Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to CARRIAGE HOMES AT ARBOR GREENE, if any, by dredge or dragline, store fill within CARRIAGE HOMES AT ARBOR GREENE and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, CARRIAGE HOMES AT ARBOR GREENE and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements comprising CARRIAGE HOMES AT ARBOR GREENE.

9.10 Public Facilities. CARRIAGE HOMES AT ARBOR GREENE may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of CARRIAGE HOMES AT ARBOR GREENE.

9.11 Default by Another Owner. No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Developer controls Association, Developer 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 of Association to a special taxing district or a public agency or authority under such terms as Developer 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, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Developer, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Developer 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 Hillsborough County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, Facilities or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.

9.14 Site Plans and Plats. CARRIAGE HOMES AT ARBOR GREENE may be subject to one or more plats (each individually, a "**Plat**"). The Plat may identify some of the Common Areas within CARRIAGE HOMES AT ARBOR GREENE. The description of the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

9.15 Access Control System. Association shall have the right, but not the obligation, to contract for the installation of Access Control System facilities for CARRIAGE HOMES AT ARBOR GREENE. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE

ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

10. Party Walls.

10.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within CARRIAGE HOMES AT ARBOR GREENE which are built by Developer as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed by Developer, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration and shall not be subject to amendment of this Declaration.

10.2 Painting. Each Owner shall be responsible for painting the portion of any Party Wall which faces his or her Home.

10.3 Sharing of Repair, Replacement and Maintenance for Party Walls.

10.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

10.3.1 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

10.3.1 Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

10.3.1 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

10.3.1 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspection and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

11. Maintenance by Association.

11.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon. Association shall be responsible for root pruning trees within the Common Areas. Association shall additionally be responsible for the maintenance, repair and replacement of roofs on the Homes (provided the same is not necessitated by the negligence or failure to act on the part of an Owner or the prior replacement of such roof), painting and/or pressure cleaning of the outside walls of the Homes, sidewalks, and gutters (if any) which are part of the Home, and the maintenance, repair and replacement of asphalt within CARRIAGE HOMES AT ARBOR GREENE.

11.2 Lawn Maintenance. Association shall be responsible for maintaining the landscaped areas within CARRIAGE HOMES AT ARBOR GREENE including, but not limited to, cutting, edging, irrigating, mulching, and treating lawns with chemicals and maintaining the trees and shrubs. EACH OWNER ACKNOWLEDGES THAT SOME HOMES MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER HOMES. NOTWITHSTANDING THE FOREGOING, ALL LAWN MAINTENANCE EXPENSES SHALL BE DEEMED PART OF THE OPERATING COSTS OF ASSOCIATION, AND EACH OWNER SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

11.3 Termite Warranty Program. Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for the Homes and Common Areas within CARRIAGE HOMES AT ARBOR GREENE. The cost associated with such termite warranty program shall be deemed part of the Operating Costs of Association and each Owner shall pay an equal share of such costs.

11.4 Adjoining Areas. Association shall also maintain those drainage areas, swales, and landscape areas that are within the Common Areas and immediately adjacent to a Home, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between Association and the District. Under no circumstances shall Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Home.

11.5 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or persons utilizing the Common Areas, through or under an Owner shall be borne solely by such Owner, and the Home owned by that Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

11.6 Right of Entry. Developer and Association are granted a perpetual and irrevocable easement over, under and across CARRIAGE HOMES AT ARBOR GREENE for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Developer specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Developer may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of CARRIAGE HOMES AT ARBOR GREENE if Developer is required to do so in order to obtain the release of any bond posted with any governmental agency.

11.7 Maintenance of Property Owned by Others. Association shall, if designated by Developer by amendment to this Declaration or by other notice or direction, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other area or elements designated by Developer upon areas which are within or outside of CARRIAGE HOMES AT ARBOR GREENE and which are owned by, or dedicated to, others including, but not limited to, a utility,

governmental or quasi-governmental entity, so as to enhance the appearance of CARRIAGE HOMES AT ARBOR GREENE. These areas may include (by way of example and not limitation) swale areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways.

11.8 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

11.9 Sidewalk Easement. The Association shall be responsible to repair any damage to the sidewalk abutting the front Lot of the Home, including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such sidewalk in the event that such Owner's negligent or willful acts caused such damage to any sidewalk area. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs.

11.10 Failure of Owner to Maintain and Repair. The Association may perform maintenance or make repairs and assess the costs of any required maintenance or repairs to the Owner of a Home under the following circumstances: (i) such Owner does not when reasonably necessary comply with its obligation under Section 12.24 or (ii) any maintenance, repair or replacement, whether upon the Home or Common Areas, is required because of any negligent or willful act of such Owner or any member of such Owner's family or household or any invitee or lessee of such Owner; and (iii) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than the majority of the Board may undertake such maintenance, replacement or repairs and may assess by an Individual Assessment the costs of such maintenance, replacement or repairs, as the case may be, against such Home. Failure of the Association to undertake any such maintenance, replacement or repair on behalf of the Owner shall in no event be deemed a waiver of the right to do so thereafter. The Association is herby granted an easement over all of CARRIAGE HOMES AT ARBOR GREENE to perform any obligations of an Owner for which the Association intends to impose an Individual Assessment.

11.11 District Facilities. The District may contract with the Association for the maintenance, repair, and replacement of the Facilities in the District's sole and absolute discretion.

12. Use Restrictions. In addition to use restrictions in the Master Governing Documents, which shall control over the use restrictions of this Declaration, each Owner must comply with the following:

12.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within CARRIAGE HOMES AT ARBOR GREENE for commercial purposes. Other than vicious breeds and uninsurable pets (i.e. pets that create policy coverage exclusions under insurance policies purchased by the Association or pets that cause increases in insurance policy premiums under insurance policies purchased by the Association),

Owners may keep domestic pets as permitted by Hillsborough County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. 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. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be "tied out" on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within CARRIAGE HOMES AT ARBOR GREENE designated for such purpose, if any, or on that Owner's Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

12.3 Artificial Vegetation. 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 Home or Lot, unless approved by the ACC.

12.4 Vehicles.

12.4.1 Parking. The Developer reserves the right to assign parking spaces to individual Owners. Provided that the Developer exercises such right, Owners' automobiles shall be parked in the parking space that the Developer has assigned for that Owner and shall not be parked in any parking space that has been reserved for another Owner. In the case of re-sales, the Association reserves the right, in its sole discretion, to change the location of any parking spaces and to change reservation of parking spaces if required due to reconfiguration of parking spaces. No vehicles of any nature shall be parked on any portion of CARRIAGE HOMES AT ARBOR GREENE or a Lot except on the surfaced parking area thereof. All lawn maintenance vehicles shall park in the Parking Lot in such a way as to not block any Owner or guest of an Owner from entering or exiting any other parking space. To the extent CARRIAGE HOMES AT ARBOR GREENE has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in CARRIAGE HOMES AT ARBOR GREENE except during the period of a delivery.

12.4.1 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on CARRIAGE HOMES AT ARBOR GREENE for more than twelve (12) hours. No repair or maintenance, except emergency repair, of vehicles shall be made within CARRIAGE HOMES AT ARBOR GREENE. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.1 Prohibited Vehicles. No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within CARRIAGE HOMES AT ARBOR GREENE. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (*i.e.*, Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer of Homes, Common Areas, or any other CARRIAGE HOMES AT ARBOR GREENE facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere on CARRIAGE HOMES AT ARBOR GREENE. For any Owner who drives an automobile issued by the County or other governmental entity

(*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle, and may be parked within the Parking Lot.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to 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. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as set forth in Section 12.24 herein and as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Developer, administrative offices of Developer, no commercial or business activity shall be conducted in any Home within CARRIAGE HOMES AT ARBOR GREENE. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within CARRIAGE HOMES AT ARBOR GREENE. No solicitors of a commercial nature shall be allowed within CARRIAGE HOMES AT ARBOR GREENE, without the prior written consent of Association. No day care center or facility may be operated out of a Home. No yard sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, Association shall not permit any yard sales without the prior written consent of Developer.

12.7 Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Homes within CARRIAGE HOMES AT ARBOR GREENE. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; 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 HOMES IN CARRIAGE HOMES AT ARBOR GREENE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

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

12.9 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 Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout CARRIAGE HOMES AT ARBOR GREENE.

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of CARRIAGE HOMES AT ARBOR GREENE without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of CARRIAGE HOMES AT ARBOR GREENE complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Developer, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. Once a drainage system or drainage facilities are installed by Developer, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, structures (including, without limitation, pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to the ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

12.13 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) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) 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. The name of the designee shall be furnished to Association. Association shall have no responsibility of any nature relating to any unoccupied Home.

12.14 Fences and Walls. Owners are not permitted to erect walls or fences of any kind within CARRIAGE HOMES AT ARBOR GREENE. All balcony enclosures and/or patios, including without limitation the addition of vinyl windows, and decks shall require the prior written approval of the ACC.

12.15 Fuel Storage. No fuel storage shall be permitted within CARRIAGE HOMES AT ARBOR GREENE, except as may be necessary or reasonably used for spas, barbecues, fireplaces or similar devices, if any.

12.16 Garbage Collection. Trash collection and disposal procedures established by Association shall be observed. Association may provide for a community trash compactor, the cost of which shall be Operating Costs. No outside burning of trash or garbage is permitted. At no time shall garbage cans, supplies or other similar articles be maintained outside of any Home.

12.17 General Use Restrictions. Each Home, the Common Areas and any portion of

CARRIAGE HOMES AT ARBOR GREENE shall not be used in any manner contrary to the Governing Documents.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed or closed up to 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. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

12.19 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. Developer may utilize a computerized loop system to irrigate the Common Areas. All irrigation systems within CARRIAGE HOMES AT ARBOR GREENE shall be the maintenance obligation of the Association and shall be deemed part of the Common Areas.

12.20 Laundry. Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be hung or exposed so as to be visible outside the Home or Lot.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of CARRIAGE HOMES AT ARBOR GREENE. 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 CARRIAGE HOMES AT ARBOR GREENE shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

12.22.1 Association shall be responsible for irrigating the grass and landscaping located on the Lots in a routine and ordinary manner. Association shall have access to control boxes and/or devices used in connection with any irrigation system that may be installed in CARRIAGE HOMES AT ARBOR GREENE and Owners are not permitted to block access to or tamper with the same. Association reserves the right to place locks on any control boxes and/or devices used in connection with irrigation regardless of their location.

12.22.2 No gardens, Jacuzzis, fountains, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC. Owners are not permitted to install or construct pools and/or playground equipment on any portion of the Lots within CARRIAGE HOMES AT ARBOR GREENE. Each Owner understands that Lots or Common Areas within CARRIAGE HOMES AT ARBOR GREENE may not be large enough to accommodate any of the foregoing items in any event.

12.22.3 No sod, topsoil, tree or shrubbery shall be removed from CARRIAGE HOMES AT ARBOR GREENE, and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas. Notwithstanding the foregoing, Owners who install improvements to the Home (including, without limitation, concrete or brick pavers) which result in any change in the flow and/or drainage of surface water shall be responsible for the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System. The Association may recover its costs by Individual Assessment levied against the responsible Owner's Lot.

12.22.4 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

12.23 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home.

12.23.1 Lease Requirements. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the following provisions:

12.23.1.1 All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association;

12.23.1.2 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least ten (10) business days prior to commencement of the lease term;

12.23.1.3 The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be Fifty and no/100 Dollars ($50.00) and may be increased from time to time;

12.23.1.4 The Owner shall conduct a national background check on each prospective tenant at such Owner's cost and expense and at the request of Association shall provide such background check to Association;

12.23.1.5 No Lease Agreement may be for a term of less than one (1) year;

12.23.1.6 No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship;

12.23.1.7 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

12.23.1.8 Each Lease Agreement shall contain a uniform attachment (the "**Uniform Lease Exhibit**") designating the Association's duly authorized officer as the Owner's attorney-in-fact for the purpose of and with the authority to terminate any such Lease Agreement in the event of violations by the tenant of any covenant; provided, however, the Association first shall give the Owner notice of such violations and opportunity to terminate such Lease Agreement within ten (10) days of such notice by the Association;

12.23.1.9 All Lease Agreements shall require the Home to be used solely as a private single family residence;

12.23.1.10 Each Lease Agreement shall contain a Uniform Lease Exhibit incorporating provisions that require the tenant(s) to abide by the Declaration and Bylaws, Rules and Regulations of the Association which govern the Home. The Uniform Lease Exhibit shall contain other provisions deemed necessary by the Board of Directors from time to time. Failure to incorporate such Uniform Lease Exhibit into the terms of any lease shall cause such lease to be void; and

12.23.1.11 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner;

12.23.2 Maximum Number of Occupants per Home. Each Home shall be occupied only by an Owner or tenant, members of his or her family, overnight guests and professional caregivers as a residence and for no other purpose. The maximum number of occupants in any Home, including overnight guests and professional caregivers, shall be as follows:

12.23.2.1 In the event the Home contains two (2) bedrooms, no more than three (3) persons shall be permitted.

12.23.2.2 In the event the Home contains three (3) bedrooms, no more than four (4) persons shall be permitted.

12.23.2.3 In the event the Home contains four (4) bedrooms, no more than six (6) persons shall be permitted.

12.23.3 Right to Use Common Areas. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23.4 Security Deposit. Each Owner shall collect from their respective tenant and remit to the Association a security deposit in the amount of Two Hundred and no/100 Dollars ($200.00), or such other amount as determined by the Board from time to time, to cover expenses related to the maintenance and repairs of the Home and/or damage caused to the Common Areas by the tenant, members of the tenant's family, or the tenant's guests and invitees. The Association shall be entitled to apply the deposit to any tenant obligations in connection with the Home, Common Area, or otherwise described in this Declaration; provided, that, the tenant does not undertake obligations after notice from the Association. Unless otherwise applied as provided herein, the deposit shall be returned to the Owner upon termination of the lease term after the Association receives notice of such termination. In the event that the Owner does not comply with this Section, the Association may charge the deposit to the Owner as an Individual Assessment. Notwithstanding anything to the contrary herein, the leasing of a Home to a tenant and the collection of the deposit referred to herein from an Owner shall not 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.

12.23.5 Approval of Lessee. Subject to any applicable law, within fifteen (15) days after receipt of any and all information requested by the Association pursuant to this Section 12.23, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease the fact that the Owner is currently delinquent in the payment of any Assessment at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved. Any Lease Agreement disapproved by the Association shall be null and void unless subsequently approved by the Association.

12.23.6 Amendment. After the Turnover Date, this Section 12.23 may be amended with the approval of fifty-one percent (51%) of all the votes (in person or by proxy) of the Association at a duly called meeting of the members.

12.24 Maintenance by Owners.

12.24.1 Standard of Maintenance. Any property, structures, improvements, and appurtenances, except for those which Association shall maintain pursuant to this Declaration, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of CARRIAGE HOMES AT ARBOR GREENE by the Owner of each Home.

12.24.2 Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

12.24.3 Screened Enclosures. Owners shall also maintain, repair and replace at the Owner's expense, all windows, screens, screen enclosures, sliding glass doors opening into or onto the Home and doors opening into or onto the Home.

12.25 Minor's Use of Facilities. Adults shall be responsible for all actions of their minor children at all times in and about CARRIAGE HOMES AT ARBOR GREENE. Neither Developer nor Association shall be responsible for any use of the facilities located within the Common Areas by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times during which such minor child is using the facilities located within the Common Areas.

12.26 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of CARRIAGE HOMES AT ARBOR GREENE is permitted. No firearms shall be discharged within CARRIAGE HOMES AT ARBOR GREENE. Nothing shall be done or kept within the Common Areas, or any other portion of CARRIAGE HOMES AT ARBOR GREENE, including a Home or Lot which will increase the rate of insurance to be paid by Association.

12.27 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, 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.

12.28 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of CARRIAGE HOMES AT ARBOR GREENE, which is unsightly or which interferes with the comfort and convenience of others.

12.29 Pools. No pools shall be permitted.

12.30 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

12.31 Servants. Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

12.32 Signs and Flags. No sign (including brokerage or for sale/lease signs), flag, banner sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of CARRIAGE HOMES AT ARBOR GREENE that is visible from the outside without the prior approval being first obtained from the ACC as required by this Declaration; provided, however, any Owner may display one (1) portable, removable United States flag or official flag of the State of Florida in a respectful way; provided, further, Owners may also display one (1) official flag of any branch of the Armed Forces, including, without limitation, the United States Army, Navy, Air Force, Marine Corps or Coast Guard in a respectful way. Flags may not exceed four and one-half (4 ½) feet by six (6) feet. Signs displaying the wording "for rent" or "for lease" shall not be approved by the ACC. With the prior, written approval of the ACC, any Owner may display on its Lot one (1) discreet professionally prepared sign not to exceed twenty-four (24) inches in width and eighteen (18) inches in height and attached to a 2 x 4 post no higher than three (3) feet from the ground. Such sign shall contain no other wording than "For

Sale", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or its agent. In no event shall more than one (1) sign ever be placed on any Lot at any one (1) time.

Developer and Builders are exempt from this Section 12.30; provided, further, the Developer specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within CARRIAGE HOMES AT ARBOR GREENE such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Homes. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.33 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of CARRIAGE HOMES AT ARBOR GREENE without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Lots.

12.34 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

12.35 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of Association. 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 CARRIAGE HOMES AT ARBOR GREENE, without the prior written approval of Developer, which may be granted or deemed in its sole discretion. This Section shall not apply to the Developer.

12.36 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of CARRIAGE HOMES AT ARBOR GREENE or within any Home or Lot, except those which are required for normal household use.

12.37 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its immediate family, guests, tenants and invitees.

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

12.39 Wells and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

12.40 Wetlands and Mitigation Areas. It is anticipated that the Common Areas and/or Lots may include one or more preserves, wetlands, and/or mitigation areas. No Owner or other person shall take

any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained by Association in their natural state.

12.41 Window or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

12.42 Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. 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 unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

12.43 Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Home shall encroach upon another Home or Lot by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

13. Insurance.

13.1 Authority to purchase; named insured. All insurance policies within CARRIAGE HOMES AT ARBOR GREENE, including Homes, shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the Insurance Trustee as set forth herein.

13.2 Personal Property of Owner. Owners should obtain coverage at their own expense for personal property located within the Home. Personal property shall include, without limitation, floor coverings, wall coverings, ceiling coverings, electrical fixtures, appliances, air conditioning and heating equipment, water heaters and built in cabinets. The Association shall not be responsible to obtain personal property insurance for any Owner.

13.3 Coverage.

13.3.1 Casualty. All buildings and improvements within CARRIAGE HOMES AT ARBOR GREENE, including Homes, shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Area shall be insured for its value, all as shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

13.3.1.1 Loss or damage by fire and other hazards covered by a standard extended coverage endorsement;

13.3.1.2 Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings in CARRIAGE HOMES AT ARBOR GREENE, including but not limited to vandalism and malicious mischief; and

13.3.1.3 Hazard policies issued to protect buildings or Homes shall provide that the word "building," wherever used in the policy, shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Homes initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Home was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built in cabinets or other personal property required to be replaced or repaired by the Owner. With respect to the coverage provided by this paragraph, the Owner shall be considered as an additional insured under the policy.

13.3.2 Public Liability. The Association is authorized to purchase public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Owners as a group to an individual Owner.

13.3.3 Workers' Compensation. The Association is authorized to purchase worker's compensation insurance to meet the requirements of law.

13.3.1 Flood Insurance. If the Common Areas or Homes 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 shall obtain coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of CARRIAGE HOMES AT ARBOR GREENE located within a designated flood hazard area.

13.3.1 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

13.3.5.1 The bonds shall name Association as an obligee.

13.3.5.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

13.3.5.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

13.3.5.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice to Developer (until the Community Completion Date) and Association.

13.4 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named insurance trustee (herein referred to as the "Insurance Trustee"), as trustee, or to such trustee in Florida with trust powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association. The Insurance Trustee shall not be liable for payment of

premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Owners and their mortgagees, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

13.4.1 Mortgagees. In the event a mortgagee endorsement has been issued to a Home, the share of the Owner shall be held in trust for the mortgagee and the Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Home and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Home in any of the following events:

13.4.1.1 Its mortgage is not in good standing and is in default.

13.4.1.2 Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.

13.4.2 Distribution. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owners in the following manner:

13.4.2.1 All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

13.4.2.2 If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Home.

13.4.2.3 If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Home.

13.4.2.4 In making distribution to Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association executed by its President and Secretary as to the names of the Owners and their respective shares of the distribution.

13.5 Association as Agent. The Association is hereby irrevocably appointed Agent for each Owner and for each Owner of any other interest in CARRIAGE HOMES AT ARBOR GREENE to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

13.6 Cost of Payment of Premiums. The costs of all insurance maintained by Association hereunder, and any other fees or expenses incurred which may be necessary or incidental to carry out the provisions hereof are Operating Costs.

13.7 Developer has No Liability. Notwithstanding anything to the contrary this Section, Developer, 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 on a Home.

Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

13.8 Additional Insured. Developer and its Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

14. Property Rights; Owners' Easement of Enjoyment.

14.1 Owners. Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in CARRIAGE HOMES AT ARBOR GREENE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

14.1.1 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305 of the Florida Statutes, as amended from time to time.

14.1.2 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

14.1.3 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer.

14.1.4 The perpetual right of Developer 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. Association and each Owner shall give Developer unfettered access, ingress and egress to the Common Areas so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer. Developer shall have the right to make all repairs and replacements deemed necessary by Developer. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Areas.

14.1.5 The right of Developer and/or Association to modify the Common Areas as set forth in this Declaration.

14.1.6 The rights of Developer and/or Association regarding CARRIAGE HOMES AT ARBOR GREENE as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

14.1.7 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

14.1.8 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a tenant.

14.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks paths, walks, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

14.3 Development Easement. In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees over, upon, across, and under CARRIAGE HOMES AT ARBOR GREENE as may be required in connection with the development of CARRIAGE HOMES AT

ARBOR GREENE, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes, any portion of CARRIAGE HOMES AT ARBOR GREENE, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves the right to use all paved roads and rights of way within CARRIAGE HOMES AT ARBOR GREENE for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer 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 Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of CARRIAGE HOMES AT ARBOR GREENE from Developer's sales facilities located within CARRIAGE HOMES AT ARBOR GREENE. Developer 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 picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 20 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Without limiting any other provision of this Declaration, Developer may non-exclusively assign its rights hereunder to each Builder.

14.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within CARRIAGE HOMES AT ARBOR GREENE.

14.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

14.6 Easement for Encroachments. In the event that any improvement upon 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.

14.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Developer, and thereafter Association, shall, in addition to the specific rights reserved to Developer herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through CARRIAGE HOMES AT ARBOR GREENE (including Homes) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Developer and, thereafter, Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

14.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across CARRIAGE HOMES AT ARBOR GREENE

(including Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

14.9 Drainage. A non-exclusive easement shall exist in favor of Developer, Association, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over CARRIAGE HOMES AT ARBOR GREENE over, across and upon CARRIAGE HOMES AT ARBOR GREENE for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of CARRIAGE HOMES AT ARBOR GREENE (including Homes) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of CARRIAGE HOMES AT ARBOR GREENE and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through CARRIAGE HOMES AT ARBOR GREENE and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

14.10 Blanket Easement in Favor of Association. Association is hereby granted an easement over all of CARRIAGE HOMES AT ARBOR GREENE, including all Homes and Lots, for the purposes of: (a) constructing, maintaining, replacing and operating all Common Areas including, but not limited to, lakes, perimeter walls and fences; and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

14.11 Blanket Easement in Favor of District. In the event that the District is created, the District shall also have blanket easements necessary for District operations above, across, and under CARRIAGE HOMES AT ARBOR GREENE. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

14.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

15. Assessments.

15.1 Types of 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 any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the "**Assessments**"). All Owners and Builders shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Lot owned by such Builder, as determined by Developer, in Developer's sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Lot owned by a Builder which does not contain a Home. As vacant Lots owned by Builders may not receive certain services (*e.g.*, Telecommunications Services), Builders shall not be required to pay for the same.

15.2 Purpose of Assessments. The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of CARRIAGE HOMES AT ARBOR GREENE, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

15.2.1 Any monthly or quarterly assessment (as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "**Installment Assessments**"). Until

otherwise established by the Board of Directors, Installment Assessments for Operating Costs shall be collected on a monthly basis;

15.2.1 Any special assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Common Areas, or nonrecurring expenses (hereinafter "**Special Assessments**"); provided, however, that Special Assessments shall not be used to pay for capital improvements planned by the Developer and appearing in Developer's approved construction plans in existence as of the date of this Declaration;

15.2.1 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "**Use Fees**");

15.2.1 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (hereinafter "**Reserves**"), including without limitation, Reserves for maintenance, repair and placement of electric gates, roof maintenance repair and replacement, painting, and maintenance, repair, and replacement of asphalt areas including, without limitation the Parking Lot, within CARRIAGE HOMES AT ARBOR GREENE. At the discretion of the Board, Reserves shall also be established for the periodic maintenance, repair and replacement of improvements located within a Lot for which the Association has a responsibility to maintain, including without limitation, roofs and exterior painting. Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are disapproved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason; and

15.2.1 Assessments for which one or more Owners (but less than all Owners) within CARRIAGE HOMES AT ARBOR GREENE is subject ("**Individual Assessments**") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services, and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of CARRIAGE HOMES AT ARBOR GREENE that Association perform any other obligation of an Owner under this Declaration, the cost of performing such obligation shall be an Individual Assessment. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

15.3 Designation. The designation of Assessment type shall be made by Association. Prior to the Community Completion Date, any such designation must be approved by Developer. Such designation may be made on the budget prepared by Association. The designation shall be binding upon all Owners.

15.4 Allocation of Operating Costs.

15.4.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

15.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in CARRIAGE HOMES AT ARBOR GREENE conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion, may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

15.4.1 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment except to the extent specifically provided herein).

15.4.1 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

15.5 General Assessments Allocation. Installment Assessments shall be uniform for all Lots in a designated class. Except as hereinafter specified to the contrary, Special Assessments and Reserves shall be allocated equally to each Owner.

15.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefiting from, or subject to the special service or cost as specified by Association.

15.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot to such Builder.

15.8 Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to the Turnover Date, Developer shall have the option to (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of income receivable by Association or (ii) to pay Installment Assessments on Homes or Lots owned by Developer. Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Lots owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be allocated towards the next year's Operating Costs or, in Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall Association be required to pay surplus Assessments to Owners. The Developer may at any time, give thirty (30) days prior written notice to the Association terminating its responsibility for the deficit, and waiving its right to exclusion from Installment Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Developer shall thereafter be assessed at twenty-five percent (25%) of the Installment Assessment established for Lots owned by Class A members. Developer shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or Special Assessments.

Such assessment shall be prorated as to the remaining months of the year, if applicable. Developer shall be assessed only for Lots which are subject to the operation of this Declaration. Upon transfer of title of a Lot owned by Developer, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Developer, prorated as of and commencing with, the month following the date of transfer of title.

15.9 Budget. The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, the annual budget respecting Operating Costs shall be prepared and adopted by the Board. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Builder Budget for each Lot owned by such Builder commencing from the date the Builder obtained title to such Lot. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

15.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

15.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner and Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

15.10.1 Special Assessments and Individual Assessments against the Owners may be established by Association, from time to time, and shall be payable at such time or time(s) as determined by the Board of Directors. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Developer.

15.10.1 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 Association.

15.11 Initial Capital Contribution. The first purchaser of each Lot, Home or Lot, at the time of closing of the conveyance from the Developer to the purchaser, shall pay to the Developer an initial capital contribution in the amount of Two Hundred and no/100 Dollars ($200.00) or three (3) months' assessments, whichever is greater (the "**Initial Capital Contribution**"). The funds derived from the Initial Capital Contributions shall be used at the discretion of the Developer for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Lots and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Capital Contribution upon the subsequent sale of each Lot and Home to an end purchaser.

15.12 Resale Capital Contribution. Association may establish a resale capital contribution ("**Resale Capital Contribution**"). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Capital Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Capital Contribution

and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

15.13 Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Home unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of Association, or its designees, and shall be open to inspection by any Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

15.14 Payment of Home Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to its Home which, if not paid, could become a lien against the Home which is superior to the lien for Assessments created by this Declaration.

15.15 Creation of the Lien and Personal Obligation. Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

15.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgages on any Home, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer (by deed in lieu of foreclosure or otherwise) of a Home pursuant to a foreclosure of a bona fide first mortgage, in which event, the acquirer of title, its successors and assigns, shall not be liable for Assessments encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment Assessments. Any sale or transfer (by deed in lieu of foreclosure or otherwise) pursuant to a foreclosure shall not relieve the Owner from liability for, nor the Home from the lien of, any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, 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 shall be added to Assessments payable by such Owner with appropriate interest.

15.17 Acceleration. In the event of a default in the payment of any Assessment, Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

15.18 Non-Payment of Assessments. If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars ($25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Home. All payments on accounts shall be first applied to interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

15.19 Exemption. Notwithstanding anything to the contrary herein, Developer and District shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 15.19 herein. In addition, the Board shall have the right to exempt any portion of CARRIAGE HOMES AT ARBOR GREENE subject to this Declaration from the Assessments, provided that such part of CARRIAGE HOMES AT ARBOR GREENE exempted is used (and as long as it is used) for any of the following purposes:

15.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

15.19.1 Any real property interest held by a Telecommunications Provider;

15.19.1 Any of CARRIAGE HOMES AT ARBOR GREENE exempted from ad valorem taxation by the laws of the State of Florida;

15.20 Collection by Developer. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to 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, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

15.21 Rights to Pay Assessments and Receive Reimbursement. Association, Developer, and any Lender of a Home 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 Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

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

16. Information to Lenders and Owners.

16.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Governing Documents.

16.2 Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

16.3 Notice. 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 will be entitled to timely written notice of:

16.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

16.3.1 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;

16.3.1 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

16.3.1 Any proposed action (if any) which would require the consent of a specific mortgage holder.

17. Architectural Control. In addition to the architectural control provisions in the Master Declaration, the following provisions govern CARRIAGE HOMES AT ARBOR GREENE.

17.1 Architectural Control Committee. The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to CARRIAGE HOMES AT ARBOR GREENE. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC. The ACC shall enforce the Community Standards as set forth herein.

17.2 Membership. There is no requirement that any member of the ACC be an Owner or a member of the Association.

17.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of CARRIAGE HOMES AT ARBOR GREENE. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within CARRIAGE HOMES AT ARBOR GREENE by Owners other than Developer. 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 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. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Developer, which may be granted or denied in its sole discretion.

17.4 Master Plan. Developer has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Developer reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DEVELOPER MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING CARRIAGE HOMES AT ARBOR GREENE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW CARRIAGE HOMES AT ARBOR GREENE WILL APPEAR UPON COMPLETION AND DEVELOPER RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DEVELOPER DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

17.5 Community Standards. Each Owner and its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board of Association from time to time. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed. Until the Community Completion Date, Developer shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

17.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

17.7 Power and Duties of the ACC. No improvements shall be constructed on any portion of CARRIAGE HOMES AT ARBOR GREENE, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on any portion of CARRIAGE HOMES AT ARBOR GREENE, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Developer (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

17.8 Procedure. In order to obtain the approval of the ACC, each Owner shall observe the following:

17.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. 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 applicant shall, if requested, submit to the ACC, such site plans, 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.

17.8.1 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.

17.8.1 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.

17.8.1 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

17.8.1 In the event that the ACC disapproves any plans and specifications, the applicant 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 applicant 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.

17.8.1 Upon disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and 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 of Association, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

17.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

17.10 Variances. Association or 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 applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

17.11 Permits. The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

17.12 Construction by Owners. The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

17.12.1 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 CARRIAGE HOMES AT ARBOR GREENE shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in CARRIAGE HOMES AT ARBOR GREENE shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in CARRIAGE HOMES AT ARBOR GREENE and no construction materials shall be stored in CARRIAGE HOMES AT ARBOR GREENE subject, however, to such conditions and requirements as may be promulgated by the ACC. 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 Homes in CARRIAGE HOMES AT ARBOR GREENE or be placed anywhere outside of the Home 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 or adjacent property. All construction activities shall comply with the Community Standards. If a contractor or Owner shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or contractor post security with Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

17.12.1 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 (collectively, "**Contractors**") and changes to the list as they occur relating to construction. Each builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into CARRIAGE HOMES AT ARBOR GREENE as are designated by the ACC for construction activities. The ACC shall have the right to require that each builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

17.12.1 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in CARRIAGE HOMES AT ARBOR GREENE.

17.12.1 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Contractors and their respective employees within CARRIAGE HOMES AT ARBOR GREENE. Each Owner and Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within CARRIAGE HOMES AT ARBOR GREENE and each Owner shall include the same therein.

17.13 Inspection. There is specifically reserved to Association and the ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of CARRIAGE HOMES AT ARBOR GREENE at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

17.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals,

collections and bankruptcy, incurred by Association or the ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

17.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or the ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

17.16 Certificate. In the event that any Owner fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the Association and/or the ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Home stating that the improvements on the Home fail to meet the requirements of this Declaration and that the Home is subject to further enforcement remedies.

17.17 Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 17.13 herein.

17.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer or its nominees, including, without limitation, improvements made or to be made to the Common Areas or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

17.19 Exculpation. Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, 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 Developer, Association, the ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or the ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, the ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, 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 improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

18. Master Association.

18.1 Master Association. The Master Association has been established to administer, operate and maintain portions of the Properties (as defined in the Master Declaration) for all residents as more particularly described in the Master Declaration. The Master Declaration provides for the Master Association or any Neighborhood Association, to operate, maintain and repair Common Property, Commercial Property and Common Elements (as defined in the Master Declaration) which may be

located within its jurisdiction; and take such other action as the Master Association is authorized to take pursuant to the Master Association's Articles of Incorporation, Bylaws or Master Declaration.

18.2 Membership in the Master Association. Membership in the Master Association is mandatory for each Neighborhood Association (as defined in the Master Declaration). Each Neighborhood Association (as defined in the Master Declaration) shall have the number of votes in the Master Association as set forth in the Master Declaration, with voting rights to be exercised as set forth in the Master Declaration, Articles of Incorporation and Bylaws of the Master Association. The Association and each Neighborhood Association shall be entitled to membership and voting rights as provided in the Master Declaration.

18.3 Master Association Assessments. The Master Declaration provides for the making and collecting of assessments against Owners, for the expenses of operating the Master Association and otherwise carrying out the duties and responsibilities of the Master Association under the Master Declaration. The Master Association has been granted a lien by the Master Declaration against each Home within CARRIAGE HOMES AT ARBOR GREENE, and other rights, to secure payment of any assessment or other amounts due with respect to such Owner's Homes. The Master Association shall collect assessments and other charges in accordance with the provisions of the Master Declaration.

18.4 Master DRB. Pursuant to the terms of the Master Declaration, the Master Association has created or will create a Design Review Board (the "Master DRB"). All improvements to be constructed within CARRIAGE HOMES AT ARBOR GREENE will be subject to, and must be approved in accordance with, the procedures set forth in the Master Declaration.

19. Owners Liability.

19.1 Right to Cure. Should any Owner do any of the following:

19.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SWFWMD; or

19.1.1 Cause any damage to any improvement or Common Areas; or

19.1.1 Impede Developer, or Association from exercising its rights or performing its responsibilities hereunder; or

19.1.1 Undertake unauthorized improvements or modifications to a Home or the Common Areas; or

19.1.1 Impede Developer from proceeding with or completing the development of CARRIAGE HOMES AT ARBOR GREENE,

then Developer and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Home and/or Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

19.2 Non-Monetary Defaults. In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

19.2.1 Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

19.2.1 Commence an action to recover damages; and/or

19.2.1 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

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

19.4 Rights Cumulative. All rights, remedies, and privileges granted to Developer, Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, 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.

19.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Developer, Association, and/or Owners, where applicable, by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

19.6 Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2) of the Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting the SWFWMD.

19.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount

19.6.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

19.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations

Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

19.6.4 The Violations Committee may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars ($100.00) (or any greater amount permitted by law from time to time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the Fine. All monies received from fines shall be allocated as directed by the Board of Directors.

20. Additional Rights of Developer.

20.1 Sales Office and Administrative Offices. For so long as Developer and its assigns owns any property in CARRIAGE HOMES AT ARBOR GREENE, is affected by this Declaration, or maintains a sales office or administrative office within CARRIAGE HOMES AT ARBOR GREENE, Developer shall have the right to take such action reasonably necessary to transact any business necessary to consummate the development of CARRIAGE HOMES AT ARBOR GREENE and sales and re-sales of Homes and/or other properties owned by Developer or others outside of CARRIAGE HOMES AT ARBOR GREENE. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of CARRIAGE HOMES AT ARBOR GREENE, including Common Areas, 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 Homes. The sales office, models, signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Developer may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Community Completion Date.

20.2 Modification. The development and marketing of CARRIAGE HOMES AT ARBOR GREENE will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of CARRIAGE HOMES AT ARBOR GREENE to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

20.3 Promotional Events. Prior to the Community Completion Date, Developer, Builders, and their assigns shall have the right, at any time, to hold marketing and promotional events within CARRIAGE HOMES AT ARBOR GREENE and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market CARRIAGE HOMES AT ARBOR GREENE and Homes in advertisements and other media by making reference to CARRIAGE HOMES AT ARBOR GREENE, including, but not limited to, pictures or drawings of CARRIAGE HOMES AT ARBOR GREENE, Common Areas, and Homes constructed in CARRIAGE HOMES AT ARBOR GREENE. All logos, trademarks, and designs used in connection with CARRIAGE HOMES AT ARBOR GREENE are the property of Developer, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Developer. Without limiting any other provision of this Declaration, Developer may assign its rights to each Builder.

20.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Developer and each Builder shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Homes, or other properties owned by Developer outside of CARRIAGE HOMES AT ARBOR GREENE.

20.5 Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

20.6 Management. Developer may manage the Common Areas by contract with Association. Developer may contract with a third party ("**Manager**") for management of Association and the Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

20.7 Easements. Until the Community Completion Date, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, upon and across CARRIAGE HOMES AT ARBOR GREENE so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Home, or grant new easements over a Home, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Home as a residence. As an illustration, Developer may grant as easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of CARRIAGE HOMES AT ARBOR GREENE so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such portion of CARRIAGE HOMES AT ARBOR GREENE. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Developer which may be granted or denied in its sole discretion.

20.8 Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

20.9 Additional Development. If Developer withdraws portions of CARRIAGE HOMES AT ARBOR GREENE from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, 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. Developer 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 Developer, 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 which 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 Developer.

20.10 Representations. Developer makes no representations concerning development both within the boundaries of CARRIAGE HOMES AT ARBOR GREENE including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Homes and buildings in all other proposed forms of ownership and/or other improvements on CARRIAGE HOMES AT ARBOR GREENE or in CARRIAGE HOMES AT ARBOR GREENE or adjacent or near CARRIAGE HOMES AT ARBOR GREENE, including, but not limited to, the size, location, configuration, elevations, design,

building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

20.11 Telecommunications Services.

20.11.1 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of CARRIAGE HOMES AT ARBOR GREENE. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer. Developer and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Developer is not the Telecommunications Provider for any particular Telecommunications Service, Developer shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within CARRIAGE HOMES AT ARBOR GREENE as agreed, from time to time, between the Telecommunications Provider and Developer.

20.11.2 Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon CARRIAGE HOMES AT ARBOR GREENE for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon CARRIAGE HOMES AT ARBOR GREENE for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of CARRIAGE HOMES AT ARBOR GREENE, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.

20.11.3 Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia National Bank or its successor on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in any agreement between Association and a Telecommunications Provider.

20.11.4 Operating Costs. Each Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual home owners that are not subject to a homeowners' association in

Hillsborough County, Florida. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

20.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF CARRIAGE HOMES AT ARBOR GREENE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

20.12.1 IT IS THE EXPRESS INTENT OF THE GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF CARRIAGE HOMES AT ARBOR GREENE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF CARRIAGE HOMES AT ARBOR GREENE AND THE VALUE THEREOF; AND

20.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR HILLSBOROUGH COUNTY OR PREVENT TORTIOUS ACTIVITIES; AND

20.12.3 THE PROVISIONS OF THE GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS, HER OR ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF CARRIAGE HOMES AT ARBOR GREENE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

20.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE.

DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

20.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN HILLSBOROUGH COUNTY, FLORIDA. DEVELOPER HAS AN OFFICE IN HILLSBOROUGH COUNTY, FLORIDA AND EACH HOME IS LOCATED IN HILLSBOROUGH COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN HILLSBOROUGH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN HILLSBOROUGH COUNTY, FLORIDA.

20.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. 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 DEVELOPER TO SUBJECT CARRIAGE HOMES AT ARBOR GREENE TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES 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 OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

20.16 Duration of Rights. The rights of Developer 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) when neither Developer nor any affiliate of Developer has any further interest of any kind in CARRIAGE HOMES AT ARBOR GREENE; or (ii) a relinquishment by Developer in an amendment to the Declaration placed in the Public Records.

20.17 Additional Covenants. The Developer or an Owner of a Parcel within CARRIAGE HOMES AT ARBOR GREENE may record additional covenants, conditions, restrictions, and easements applicable to portions of CARRIAGE HOMES AT ARBOR GREENE, and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of CARRIAGE HOMES AT ARBOR GREENE without Developer's prior review and prior written consent. Evidence of Developer's prior written consent shall be obtained in the form of a joinder executed by the Developer. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Developer and recorded in the Official Records.

20.18 Use Name of "CARRIAGE HOMES AT ARBOR GREENE". No person or entity shall use the name "CARRIAGE HOMES AT ARBOR GREENE," its logo, or any derivative of such name or logo in

any printed or promotional material without the Developer's or Association's prior written consent. Until the Turnover Date, the Developer shall have the sole right to approve the use of the CARRIAGE HOMES AT ARBOR GREENE name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name "CARRIAGE HOMES AT ARBOR GREENE" in printed or promotional matter where such term is used solely to specify that particular property is located within CARRIAGE HOMES AT ARBOR GREENE. This provision shall not apply to Lennar and/or to marketing or promotional materials distributed by Lennar or at Lennar's direction.

20.19 Density Transfers. If an Owner of a Parcel of property shall develop such property so that the number of Lots contained therein is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the Owner (with respect to that Parcel) shall inure to the benefit of Developer.

20.20 Access Control System. Developer may install a tele-entry system at the entrance to CARRIAGE HOMES AT ARBOR GREENE and shall have the right, but not the obligation, to contract for the installation of additional Access Control System facilities for CARRIAGE HOMES AT ARBOR GREENE. Prior to the Community Completion Date, all contracts for Access Control Systems shall be subject to the prior written approval of Developer. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, AND THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

21. Refund of Taxes and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer 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 Developer in the event such refund is received by Association.

22. Assignment of Powers. All or any part of the rights, exemptions and powers and reservations of Developer herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and at Developer's option, recorded in the Public Records.

23. Master-Metered Water Usage. Each Owner understands that the water usage for their respective Home will be metered by a master meter and that a public utility will determine water usage for all of CARRIAGE HOMES AT ARBOR GREENE. No individual Home will be sub-metered. Each Owner understands and agrees that by taking title to the Home, the Owner agrees to pay a pro-rata share of the of water usage for all of CARRIAGE HOMES AT ARBOR GREENE, regardless of the amount of water usage by the Owner of a particular Home. The cost associated with such master-metered water usage shall be deemed part of the Operating Costs of the Association and each Owner shall pay an equal share of such costs. Owners will not receive an itemized bill covering water usage fees and there will be no method for prorating the costs of water usage to the Homes. Any proposed amendment to Governing Documents which will alter the method of payment, collection and water usage for CARRIAGE HOMES AT ARBOR GREENE must be provided to the Hillsborough County Health Department prior to being effectuated. No approval of the Hillsborough County Health Department shall be required to record amendments to this Declaration.

24. Arbor Greene Community Development District.

24.1 Generally. Developer has created the Arbor Greene Community Development District ("**District**") within CARRIAGE HOMES AT ARBOR GREENE. Portions of CARRIAGE HOMES AT ARBOR GREENE may be owned by the District, such as the roads, drainage system and/or utilities. In

the event that any portions of CARRIAGE HOMES AT ARBOR GREENE are owned by the District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the District ("**Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF CARRIAGE HOMES AT ARBOR GREENE WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE DISTRICT, IF ANY. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

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

24.3 District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Hillsborough County and disbursed to the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The initial amount of the District Debt Service Assessments per year per Home and the total amount of District Maintenance Special Assessments are unknown at this time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth in this Section 24.3. Failure to pay such sums may result in loss of property as set forth in this Section 24.3. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 24.2 above) certain facilities which may consist of roads, utilities and/or drainage system, as the District determines in its sole discretion

24.4 Common Areas and Facilities Part of District. Portions of the Common Areas may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in Section 9.4 herein respecting Developer's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE

DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the District or Association, thereby making such Common Areas part of the District's Facilities. The District or Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Capital and Operation Assessments for the construction and operation of the Facilities as set forth in this Section.

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

25. Surface Water Management System.

25.1 Duty to Maintain. The Surface Water Management System within CARRIAGE HOMES AT ARBOR GREENE will be owned, maintained and operated by the Association or the District, or owned by the District and maintained by the Association, as permitted by SWFWMD. It is anticipated by the Developer that the District will own and maintain the Surface Water Management System. If owned by Association as Common Areas, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Operating Costs of Association. If owned by the District as part of the Facilities, the costs of operation and maintenance of the Surface Water Management System may be part of the District Maintenance Special Assessments. Notwithstanding the foregoing, SWFWMD has the right to take enforcement action, including a civil action for an injunction and penalties against Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or in mitigation or conservation areas under the responsibility or control of Association. If the Surface Water Management System is owned by the Association, the Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association, if any.

25.2 Amendments to Governing Documents. Any proposed amendment to Governing Documents which will affect the Surface Water Management System, including any environmental conservation area and the water management portions of the Common Areas or Facilities, as applicable, must have the prior written approval of SWFWMD.

25.3 Wetland Conservation Areas. Parcels may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation easement ("**Wetland Conservation Areas**"). Owners of Homes abutting Wetland Conservation Areas shall not remove native vegetation (including cattails) that becomes established within the Wetland Conservation Areas abutting their Home. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Owners shall address any questions regarding authorized activities within the Wetland Conservation Areas to the SWFWMD, Surface Water Regulation Manager. NEITHER THE DEVELOPER, THE ASSOCIATION, NOR THE DISTRICT MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE WATERBODIES IN CARRIAGE HOMES AT ARBOR GREENE; PROVIDED, FURTHER, NEITHER THE DEVELOPER, THE ASSOCIATION, NOR THE DISTRICT BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DEVELOPER, THE ASSOCIATION AND THE DISTRICT. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, THE DISTRICT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

25.4 Use Restrictions for Wetland Conservation Areas. The Wetland Conservation Areas may in no way be altered from their natural or permitted state. These use restrictions may be defined on the Permit, and the Plats associated with CARRIAGE HOMES AT ARBOR GREENE. Activities prohibited within the conservation areas include, but are not limited to, the following:

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

25.4.2 Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash, waste, or unsightly or offenses materials;

25.4.3 Removal or destruction of tress, shrubs or other vegetation; with exception of nuisance and exotic plant species as may be required by Developer.

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

25.4.5 Surface use except for purposes that permit the land or water area to remain predominately in its natural condition;

25.4.6 Activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat preservation or conservation;

25.4.7 Acts or uses detrimental to such aforementioned retention and maintenance of land or water areas; and

25.4.8 Acts or uses detrimental to the preservation of any features or aspects of the property having historical, archeological or cultural significance.

25.4.9 No Builder or Owner within CARRIAGE HOMES AT ARBOR GREENE may construct or maintain any building, residence, or structure, or undertake or perform any activity in the Wetland Conservation Areas described in the Permit and recorded plat(s) of CARRIAGE HOMES AT ARBOR GREENE, including the wetlands, wetland mitigation area(s), buffer area(s), upland conservation area(s) and drainage easement(s), unless prior approval is received from the Southwest Florida Water Management District's Brooksville Office.

25.4.10 Each Builder and Owner within CARRIAGE HOMES AT ARBOR GREENE at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

25.5 Dissolution of the Association. If the Association is responsible for the maintenance of the Surface Water Management System and the Association ceases to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility.

26. General Provisions.

26.1 Authority of Board. Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board. Association and Owners shall be bound thereby.

26.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

26.3 Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF CARRIAGE HOMES AT ARBOR GREENE ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO CARRIAGE HOMES AT ARBOR GREENE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF CARRIAGE HOMES AT ARBOR GREENE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW 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 CARRIAGE HOMES AT ARBOR GREENE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF CARRIAGE HOMES AT ARBOR GREENE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

26.4 Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Areas deemed defective by Developer during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of Two Hundred Fifty Thousand and no/100 Dollars ($250,000.00) which Association and Developer agree is a fair and reasonable remedy.

26.5 Execution of Documents. Developer's plan of development for CARRIAGE HOMES AT ARBOR GREENE (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Developer, Developer, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home or any other portion of CARRIAGE HOMES AT ARBOR GREENE, to execute or otherwise join in any petition and/or other documents required in connection with the creation of a special taxing district relating to CARRIAGE HOMES AT ARBOR GREENE or any portion(s) thereof.

26.6 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

26.7 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

26.8 Title Documents. Each Owner by acceptance of a deed to a Home acknowledges that such home is subject to certain land use and title documents and all amendments thereto, which include among other items, the Title Documents identified in the Master Declaration and this Declaration (collectively, the "Title Documents"). Developer's plan of development for CARRIAGE HOMES AT ARBOR GREENE may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Home:

a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

b. that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Community Completion Date, Association shall assume all of the obligations of Developer under the Title Documents unless otherwise provided by Developer by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

IN WITNESS WHEREOF, the undersigned, being Developer hereunder, has hereunto set its hand and seal this 8th day of August, 2006.

WITNESSES:

Print Name: Tom Blowers

Print Name: Deborah Gladish

U.S. HOME CORPORATION,
a Delaware corporation

By: Ken Wagner
Name: Kenneth Wagner
Title: Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 8th day of August, 2006 by Kenneth Wagner, as Vice President of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:

Bonnie M. Karampatsos
Commission # DD553938
Expires August 30, 2008
Scottish Troy Fain - Insurance, Inc. 800-385-7019

Bonnie M. Karampatsos
NOTARY PUBLIC, State of Florida at Large

Print Name Bonnie M. Karampatsos

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JOINDER

CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC.

CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC., a Florida corporation not for profit ("**Association**") does hereby join in the Declaration for Carriage Homes at Arbor Greene ("**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. Association agrees that this joinder is for convenience only and not to the effectiveness of this Declaration as Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 10TH day of AUGUST, 2006.

WITNESSES:

Denise Lamorder

Print Name: Denise Lamorder

Print Name: Rob Skuggs

CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC.,
a Florida corporation not for profit

By: Michael Cahon

Name: MICHAEL CAEHON

Title: PRESIDENT

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF Hillsborough)

The foregoing instrument was acknowledged before me this 10th day of August, 2006 by Michael Cachon, as President of CARRIAGE HOMES AT ARBOR GREENE ASSOCIATION, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me or who has produced _____ as identification.

My commission expires:

Bonnie M. Karampatsos
Commission # DD553936
Expires August 30, 2008
Bonded Thru Pain - Insurance, Inc. 800-385-7019

Bonnie M. Karampatsos
NOTARY PUBLIC, State of Florida at Large
Print Name: Bonnie M. Karampatsos

EXHIBIT D

PERMIT

EXHIBIT A

LEGAL DESCRIPTION

DESCRIPTION: ARBOR GREENE TOWNHOMES

Lot 1, Arbor Greene Parcel "N" as recorded in Plat Book 96, Page 80 of the public records of Hillsborough County, Florida, less that portion of Lot 1 as recorded in Official Record Book 13867, Pages 1326 and 1327 of the public records of Hillsborough County, Florida, all lying within Section 17, Township 27 South, Range 20 East of said county and being more particularly described as follows:

Begin at the Northeast corner of said Lot 1; thence along the East line of said Lot 1, said line also being the West line of Arbor Greene Phase 5 Units 1 and 3 as recorded in Plat Book 84, Page 71 of the public records of Hillsborough County, Florida, S11°29'17"E, for 349.89 feet to the point of curvature of a curve concave to the South, said point also being on the North right of way line of Arbor Run Drive (60 foot right of way per plat); thence Southwesterly along said North right of way line by the arc of said curve having a radius of 680.00 feet, a central angle of 25°29'51", an arc length of 302.61 feet and a chord bearing S85°42'36"W, for 300.12 feet to the East line of Pump Station "B" as recorded in Official Record Book 9909, Page 1558 of the public records of Hillsborough County, Florida; thence leaving said North right of way line and along the boundary of said Pump Station "B" the following three (3) courses: 1) N38°08'02"W, for 47.05 feet; 2) S51°52'46"W, for 24.89 feet; 3) S38°03'51"E, for 47.04 feet to said North right of way line and curve; thence continue Southwesterly along said North right of way line by the arc of said curve having a radius of 680.00 feet, a central angle of 04°20'42", an arc length of 51.57 feet and a chord bearing S45°43'49"W, for 51.56 feet; thence leaving said North right of way line, N43°21'33"W, for 30.30 feet; thence N00°09'28"W, for 98.07 feet; thence N73°20'39"W, for 56.14 feet; thence S63°51'20"W, for 38.48 feet; thence S24°03'57"W, for 58.28 feet; thence N46°27'26"W, for 60.25 feet; thence N71°18'21"W, for 216.74 feet; thence S82°16'16"W, for 114.62 feet; thence S46°13'47"W, for 85.50 feet; thence S32°28'49"W, for 90.74 feet; thence N45°21'01"W, for 35.34 feet to a radial line; thence along said line, S78°10'00"W, for 121.82 feet to the north right of way line of Arbor Crest Drive (50 foot right of way per plat) as recorded on the plat of Arbor Greene Phase 5 Unit 4 as recorded in Plat Book 89, Page 50 of the Public Records of Hillsborough County and to the point of curvature of a curve concave Southwesterly; thence Northerly along said North right of way line by the arc of said curve having a radius of 75.00 feet, a central angle of 21°11'19", an arc length of 27.74 feet and a chord bearing N22°20'48"W, for 27.58 feet; thence leaving said right of way line, N23°08'46"E, for 28.43 feet; thence N33°16'08"E, for 93.43 feet; thence N56°54'03"W, for 16.65 feet; thence continue N56°54'03"W, for 39.38 feet; thence N74°56'41"W, for 142.82 feet; thence N20°59'05"E, for 9.92 feet; thence N41°25'34"E, for 246.56 feet; thence N21°12'50"W, for 123.26 feet; thence N72°04'23"W, for 102.40 feet; thence N15°04'20"W, for 171.96 feet; thence N28°06'23"E, for 138.11 feet; thence N71°20'51"E, for 148.72 feet; thence S83°57'25"E, for 271.72 feet; thence S47°18'14"W, for 100.00 feet; thence S61°34'17"W, for 97.31 feet; thence S11°52'56"W, for 125.01 feet; thence S21°00'00"E, for 15.02 feet; thence N73°39'09"E, for 105.74 feet; thence N48°43'56"E, for 149.53 feet; thence N89°17'45"E, for 87.29 feet; thence N69°30'38"E, for 114.65 feet to the South line of Tract "2" as shown on said plat of Arbor Greene Parcel "N"; thence along said South line the following five (5) courses: 1) S32°58'06"E, for 41.10 feet; 2) S81°24'22"E, for 378.91 feet; 3) S31°33'41"W, for 52.56 feet; 4) S61°32'24"E, for 109.72 feet; 5) S54°38'16"E, for 53.33 feet to the Point of Beginning.
Containing 15.20 acres more or less.

2-9-06

Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
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Lecanto Service Office
Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

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OCT 12 2005
BY:

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David L. Moore
Executive Director
Gene A. Heath
Assistant Executive Director
William S. Hilenky
General Counsel

October 7, 2005

Adam Harden
U. S. Home, Inc.
600 North Westshore Boulevard, Suite 600
Tampa, FL 33609

Subject: **Final Agency Action Transmittal Letter**
ERP General Construction
Permit No.: 44015456.025
Project Name: Arbor Greene Townhomes
County: Hillsborough
Sec/Twp/Rge: 17/27S/20E

Dear Mr. Harden:

This letter constitutes notice of Final Agency Action for approval of the permit referenced above. Final approval is contingent upon no objection to the District's action being received by the District within the time frames described below.

You or any person whose substantial interests are affected by the District's action regarding a permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statute (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no disputed facts, and (3) otherwise comply with Chapter 28-106, F.A.C.* Copies of Sections 28-106.201 and 28-106.301, F.A.C. are enclosed for your reference. A request for hearing must be filed with (received by) the Agency Clerk of the District at the District's Brooksville address within 21 days of receipt of this notice. Receipt is deemed to be the fifth day after the date on which this notice is deposited in the United States mail. Failure to file a request for hearing within this time period shall constitute a waiver of any right you or such person may have to request a hearing under Sections 120.569 and 120.57, F.S. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's action in this matter is not available prior to the filing of a request for hearing.

Enclosed is a "Noticing Packet" that provides information regarding the District Rule 40D-1.1010, F.A.C., which addresses the notification of persons whose substantial interests may be affected by the District's action in this matter. The packet contains guidelines on how to provide notice of the District's action, and a notice that you may use.

The enclosed approved construction plans are part of the permit, and construction must be in accordance with these plans.

[redacted], Eric, Jeff, Thomas Murphy

If you have questions concerning the permit, please contact F. Jackson Moore, P.E., at the Tampa Service Office, extension 2041. For assistance with environmental concerns, please contact Patricia A. Frantz, extension 2054.

Sincerely,

Alba E. Más, P.E., Director
Tampa Regulation Department

AEM:FJM:PAF:elb
Enclosures: Approved Permit w/Conditions Attached
Approved Construction Drawings
Statement of Completion
Notice of Authorization to Commence Construction
Noticing Packet (42.00-039)
Sections 28-106.201 and 28-106.301, F.A.C.
cc/enc: File of Record 44015456.025
Lawrence E. Emery, P.E., Hills & Associates, Inc.
US Army Corps of Engineers

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION MODIFICATION
PERMIT NO. 44015456.025

Expiration Date: October 7, 2010 PERMIT ISSUE DATE: October 7, 2005

This permit is issued under the provisions of Chapter 373, Florida Statutes (F.S.), and the Rules contained in Chapters 40D-4 and 40, Florida Administrative Code (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME:	Arbor Greene Townhomes
GRANTED TO:	U. S. Home, Inc. 600 North Westshore Boulevard, Suite 600 Tampa, FL 33609

ABSTRACT: This permit modifies and replaces existing Environmental Resource Permit No. 44015456.023 for Arbor Green – Parcel N and will authorize the construction of a 159-unit townhome project and the associated vehicular use areas and surface water management system on the property formerly known as Parcel N of the existing Arbor Green development.

OP. & MAINT. ENTITY:	Arbor Green Townhomes Association, Inc.
COUNTY:	Hillsborough
SEC/TWP/RGE:	17/27S/20E
TOTAL ACRES OWNED OR UNDER CONTROL:	17.19
PROJECT SIZE:	17.19 Acres
LAND USE:	Multi-family Residential
DATE APPLICATION FILED:	July 11, 2005
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND NAME	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
Sump	0.15	Pre-Treatment
TOTAL	0.15	

Comments: Water quality treatment and quantity attenuation for this project are provided in downstream Wetland Conservation Area "JA111" in accordance with the approved Master Drainage Plan for Arbor Green - Phase 5, approved under Management and Storage of Surface Water Permit No. 40015456.012.

~~A mixing zone is not required.~~
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result (feet)
0.00	0.00	N/A	N/A

III. Environmental Considerations

Wetland Information:				
WETLAND NO.	TOTAL AC.	NOT IMPACTED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
JA 114	0.52	0.52	0.00	0.00
JA 111	1.49	1.49	0.00	0.00
TOTAL	2.01	2.01	0.00	0.00

Comments: There are 2.01 acres of wetlands within the project area. No wetland impacts are proposed.

Watershed Name: Hillsborough River

A regulatory conservation easement is not required.

A proprietary conservation easement is not required.

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Section 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.

2. Unless specified otherwise herein, two copies of all information and reports required by this permit shall be submitted to:

   Tampa Regulation Department
   Southwest Florida Water Management District
   7601 U.S. Highway 301 North
   Tampa, FL 33637-6759

   The permit number, title of report or information and event (for recurring report or information submittal) shall be identified on all information and reports submitted.

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.

4. Within 30 days after completion of construction of the permitted activity, the Permittee shall submit to the Tampa Service Office a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1.659, F.A.C., and signed, dated and sealed as-built drawings. The as-built drawings shall identify any deviations from the approved construction drawings.

5. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.

6. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.

7. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:

   a. wetland preservation, and
   b. wetland buffers.

   The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.

8. Wetland boundaries as shown on the approved construction drawings shall be binding upon the Permittee and the District.

9. The following language shall be included as part of the deed restrictions for each lot:

   "No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Tampa Regulation Department."

10. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:

    a. all wetlands, and
    b. wetland buffers.

11. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Tampa Regulation Department:

    a. homeowners, property owners, master association or condominium association articles of incorporation, and

    b. declaration of protective covenants, deed restrictions or declaration of condominium.

    The Permittee shall submit these documents either: (1) within 180 days after beginning construction or with the Statement of Completion and as-built construction plans if construction is completed prior to 180 days, or (2) prior to any lot or unit sales within the project served by the surface water management system, whichever occurs first.

12. The following language shall be included as part of the deed restrictions for each lot:

    "Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD)."

13. This modification, Construction Permit No. 44015456.025, amends the previously issued Construction Permit No. 44015456.023, and all conditions are replaced by the conditions herein.

14. The District, upon prior notice to the Permittee, may conduct on-site inspections to assess the effectiveness of the erosion control barriers and other measures employed to prevent violations of state water quality standards and avoid downstream impacts. Such barriers or other measures should control discharges, erosion, and sediment transport during construction and thereafter. The District will also determine any potential environmental problems that may develop as a result of leaving or removing the barriers and other measures during construction or after construction of the project has been completed. The Permittee must provide any remedial measures that are needed.

15. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

GENERAL CONDITIONS

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

Authorized Signature

Southwest Florida Water Management District

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(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
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Suite 226
3600 West Sovereign Path
Lecanto, Florida 34461-8070
(352) 527-8131
SUNCOM 667-3271

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)
SUNCOM 531-6900

Tampa Service Office
7601 Highway 301 North
Tampa, Florida 33637-6759
(813) 985-7481 or
1-800-836-0797 (FL only)
SUNCOM 578-2070

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David L. Moore
Executive Director
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Assistant Executive Director
William S. Blenky
General Counsel

NOTICING PACKET PUBLICATION INFORMATION
PLEASE SEE THE REVERSE SIDE OF THIS NOTICE FOR A LIST OF FREQUENTLY ASKED QUESTIONS (FAQ)

The District's action regarding the issuance or denial of a permit, a petition or qualification for an exemption only becomes closed to future legal challenges from members of the public ("third parties"), if 1.) "third parties" have been properly notified of the District's action regarding the permit or exemption, and 2.) no "third party" objects to the District's action within a specific period of time following the notification.

Notification of "third parties" is provided through publication of certain information in a newspaper of general circulation in the county or counties where the proposed activities are to occur. Publication of notice informs "third parties" of their right to challenge the District's action. If proper notice is provided by publication, "third parties" have a 21-day time limit in which to file a petition opposing the District's action. A shorter 14-day time limit applies to District action regarding Environmental Resource Permits linked with an authorization to use Sovereign Submerged Lands. However, if no notice to "third parties" is published, there is no time limit to a party's right to challenge the District's action. The District has not published a notice to "third parties" that it has taken or intends to take final action on your application. If you want to ensure that the period of time in which a petition opposing the District's action regarding your application is limited to the time frames stated above, you may publish, at your own expense, a notice in a newspaper of general circulation. A copy of the Notice of Agency Action the District uses for publication and guidelines for publishing are included in this packet.

Guidelines for Publishing a Notice of Agency Action

1. Prepare a notice for publication in the newspaper. The District's Notice of Agency Action, included with this packet, contains all of the information that is required for proper noticing. However, you are responsible for ensuring that the form and the content of your notice comply with the applicable statutory provisions.
2. Your notice must be published in accordance with Chapter 50, Florida Statutes. A copy of the statute is enclosed.
3. Select a newspaper that is appropriate considering the location of the activities proposed in your application, and contact the newspaper for further information regarding their procedures for publishing.
4. You only need to publish the notice for one day.
5. Obtain an "affidavit of publication" from the newspaper after your notice is published.
6. Immediately upon receipt send the ORIGINAL affidavit to the District at the address below, for the file of record. Retain a copy of the affidavit for your records.

Southwest Florida Water Management District
Records and Data Supervisor
2379 Broad Street
Brooksville, Florida 34604-6899

Note: If you are advertising a notice of the District's proposed action, and the District's final action is different, publication of an additional notice may be necessary to prevent future legal challenges. If you need additional assistance, you may contact Myra Nolen at ext. 4338, at the Brooksville number listed above. (Your question may be on the FAQ list).

FAQ ABOUT NOTICING

1. Q. Do I have to do this noticing, and what is this notice for?
   A. You do not have to do this noticing. You need to publish a notice if you want to ensure that a "third party" cannot challenge the District's action on your permit, exemption, or petition at some future date. If you choose not to publish, there is no time limit to a third party's right to challenge the District's action.

2. Q. What do I need to send to the newspaper?
   A. The enclosed one page notice form entitled "Notice of Final Agency Action (or Proposed Agency Action) By The Southwest Florida Water Management District." You must fill in the blanks before sending it.

3. Q. Do I have to use the notice form, or can I make up my own form?
   A. You do not have to use our form. However, your notice must contain all information that is in the form.

4. Q. Do I send the newspaper the whole form (one page) or just the top portion that has blanks?
   A. Send the full page form which includes the NOTICE OF RIGHTS section on the bottom half.

5. Q. Do I type or print the information in the blanks? Or will the newspaper fill in the blanks?
   A. You are required to fill in the blanks on the form before sending it to the newspaper. Contact your selected newspaper for instructions on printing or typing the information in the blanks.

6. Q. The section 50.051, F.S. (enclosed) proof of publication form of uniform affidavit has blanks in the text. Do I fill in these blanks and send that to the newspaper?
   A. No. That section shows the affidavit the newspaper will send you. They will fill in the blanks.

7. Q. If someone objects, is my permit or exemption no good?
   A. If you publish a notice and a "third party" files a request for administrative hearing within the allotted time, the matter is referred to an administrative hearing. While the case is pending, generally, you may not proceed with activities under the challenged agency action. When the hearing is complete, the administrative law judge's (ALJ) recommendation is returned to the District Governing Board, and the Governing Board will take final action on the ALJ's recommendation. There is no time limit for a "third party" to object and file a request for administrative hearing if you do not publish a notice.

8. Q. I don't understand what I should put in the blanks on the Notice form?
   A.
   1. County, Section/Township/Range, application No., permit No., proposed permit No., petition No., Exemption No., or permit inquiry No. is on your Permit, Petition, Exemption, or Denial document.
   2. Permit Type or Application Type is Environmental Resource Permit, Water Use Permit, Work of the District, etc.
   3. # of Acres is the project acres. This is listed on the Environmental Resource Permit documents. For Water Use Permits, Exemptions, etc., you may put "Not Applicable" if unknown.
   4. Rule or Statute reference (Exemptions only). The rule and/or statute reference is at the top of page one in the reference line of the Exemption. For all others, put "Not Applicable" in this blank.
   5. Type of Project describes your project activity. Environmental Resource Permit = Agriculture, Commercial, Government, Industrial, Mining, Road Projects, Residential, Semi-Public or Water Quality Treatment. Water Use Permit = Agricultural (if irrigating, state that it is irrigation and specify what is being irrigated), Industrial Commercial, Recreation Aesthetic, Mining Dewatering, or Public Supply. Work of the District = pipeline, etc.
   6. Project Name is the name of your project, if applicable. If there is no project name, put "Not Applicable" in this blank.

NOTICE OF FINAL AGENCY ACTION BY

THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Notice is given that the District's Final Agency Action is approval of the_____

on_____acres to serve_____known as_____.

The project is located in_____ County, Section(s)_____,

Township_____South, Range_____East. The permit applicant

is_____whose address is_____.

The permit No. is _____.

The file(s) pertaining to the project referred to above is available for inspection Monday through Friday except for legal holidays, 8:00 a.m. to 5:00 p.m., at the Southwest Florida Water Management District (District)_____.

NOTICE OF RIGHTS

Any person whose substantial interests are affected by the District's action regarding this permit may request an administrative hearing in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), and Chapter 28-106, Florida Administrative Code (F.A.C.), of the Uniform Rules of Procedure. *A request for hearing must (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's action, or final action; (2) state all material facts disputed by each person requesting the hearing or state that there are no disputed facts; and (3) otherwise comply with Chapter 28-106, F.A.C.* A request for hearing must be filed with and received by the Agency Clerk of the District at the District's Brooksville address, 2379 Broad Street, Brooksville, FL 34604-6899 within 21 days of publication of this notice (or within14 days for an Environmental Resource Permit with Proprietary Authorization for the use of Sovereign Submerged Lands). Failure to file a request for hearing within this time period shall constitute a waiver of any right such person may have to request a hearing under Sections 120.569 and 120.57,F.S.

Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the District's final action may be different from the position taken by it in this notice of final agency action. Persons whose substantial interests will be affected by any such final decision of the District on the application have the right to petition to become a party to the proceeding, in accordance with the requirements set forth above.

Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding the District's final action in this matter is not available prior to the filing of a request for hearing.

CHAPTER 50, FLORIDA STATUTES

LEGAL AND OFFICIAL ADVERTISEMENTS

50.011	Where and in what language legal notices to be published.
50.021	Publication when no newspaper in county.
50.031	Newspapers in which legal notices and process may be published.
50.041	Proof of publication; uniform affidavits required.
50.051	Proof of publication; form of uniform affidavit.
50.061	Amounts chargeable.
50.071	Publication costs; court docket fund.

50.011 Where and in what language legal notices to be published.¥

Whenever by statute an official or legal advertisement or a publication, or notice in a newspaper has been or is directed or permitted in the nature of or in lieu of process, or for constructive service, or in initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, or for any purpose, including all legal notices and advertisements of sheriffs and tax collectors, the contemporaneous and continuous intent and meaning of such legislation all and singular, existing or repealed, is and has been and is hereby declared to be and to have been, and the rule of interpretation is and has been, a publication in a newspaper printed and published periodically once a week or oftener, containing at least 25 percent of its words in the English language, entered or qualified to be admitted and entered as [1]second-class matter at a post office in the county where published, for sale to the public generally, available to the public generally for the publication of official or other notices and customarily containing information of a public character or of interest or of value to the residents or owners of property in the county where published, or of interest or of value to the general public.

History.-s. 2, ch. 3022, 1877; RS 1296; GS 1727; s. 1, ch. 5610, 1907; RGS 2942; s. 1, ch. 12104, 1927; CGL 4666, 4901; s. 1, ch. 63-387; s. 6, ch. 67-254.

[1]Note.-Redesignated as "Periodicals" by the United States Postal Service, *see* 61 F.R. 10123-10124, March 12, 1996.

Note.-Former s. 49.01.

50.021 Publication when no newspaper in county.-

When any law, or order or decree of court, shall direct advertisements to be made in any county and there be no newspaper published in the said county, the advertisement may be made by posting three copies thereof in three different places in said county, one of which shall be at the front door of the courthouse, and by publication in the nearest county in which a newspaper is published.

History.-RS 1297; GS 1728; RGS 2943; CGL 4667; s. 6, ch. 67-254.

Note.-Former s. 49.02.

50.031 Newspapers in which legal notices and process may be published.-

No notice or publication required to be published in a newspaper in the nature of or in lieu of process of any kind, nature, character or description provided for under any law of the state, whether heretofore or hereafter enacted, and whether pertaining to constructive service, or the initiating, assuming, reviewing, exercising or enforcing jurisdiction or power, by any court in this state, or any notice of sale of property, real or personal, for taxes, state, county or municipal, or sheriff's, guardian's or administrator's or any sale made pursuant to any judicial order, decree or statute or any other publication or notice pertaining to any affairs of the state, or any county, municipality or other political subdivision thereof, shall be deemed to have been published in accordance with the statutes providing for such publication, unless the same shall have been published for the prescribed period of time required for such publication, in a newspaper which at the time of such publication shall have been in existence for 1 year and shall have been entered as [1]second-class mail matter at a post office in the county where published, or in a newspaper which is a direct successor of a newspaper which together have been so published; provided, however, that nothing herein contained shall apply where in any county there shall be no newspaper in existence which shall have been published for the length of time above prescribed. No legal publication of any kind, nature or description, as herein defined, shall be valid or binding or held to be in compliance with the statutes providing for such publication unless the same shall have been published in accordance with the provisions of this section. Proof of such publication shall be made by uniform affidavit.

History.-ss. 1-3, ch. 14830, 1931; CGL 1936 Supp. 4274(1); s. 7, ch. 22858, 1945; s. 6, ch. 67-254; s. 1, ch. 74-221.

[1]Note.-Redesignated as "Periodicals" by the United States Postal Service, *see* 61 F.R. 10123-10124, March 12, 1996.

Note.¥Former s. 49.03.

50.041 Proof of publication; uniform affidavits required.-

(1) All affidavits of publishers of newspapers (or their official representatives) made for the purpose of establishing proof of publication of public notices or legal advertisements shall be uniform throughout the state.

(2) Each such affidavit shall be printed upon white bond paper containing at least 25 percent rag material and shall be 8½ inches in width and of convenient length, not less than 5½ inches. A white margin of not less than 2½ inches shall be left at the right side of each affidavit form and upon or in this space shall be substantially pasted a clipping which shall be a true copy of the public notice or legal advertisement for which proof is executed.

(3) In all counties having a population in excess of 450,000 according to the latest official decennial census, in addition to the charges which are now or may hereafter be established by law for the publication of every official notice or legal advertisement, there may be a charge not to exceed $2 for the preparation and execution of each such proof of publication or publisher's affidavit.

History.¥s. 1, ch. 19290, 1939; CGL 1940 Supp. 4668(1); s. 1, ch. 63-49; s. 28, ch. 67-254; s. 1, ch. 76-58.

Note.¥Former s. 49.04.

50.051 Proof of publication; form of uniform affidavit.¥

The printed form upon which all such affidavits establishing proof of publication are to be executed shall be substantially as follows:

NAME OF NEWSPAPER
Published (Weekly or Daily)
(Town or City) (County) FLORIDA

STATE OF FLORIDA
COUNTY OF _____:

Before the undersigned authority personally appeared _____, who on oath says that he or she is _____ of the _____, a _____ newspaper published at _____ in _____ County, Florida; that the attached copy of advertisement, being a _____ in the matter of _____ in the _____ Court, was published in said newspaper in the issues of _____.

Affiant further says that the said _____ is a newspaper published at _____, in said _____ County, Florida, and that the said newspaper has heretofore been continuously published in said _____ County, Florida, each _____ and has been entered as [1]second-class mail matter at the post office in _____, in said _____ County, Florida, for a period of 1 year next preceding the first publication of the attached copy of advertisement; and affiant further says that he or she has neither paid nor promised any person, firm or corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for publication in the said newspaper.

Sworn to and subscribed before me this _____ day of _____, 19___, by _____ who is personally known to me or who has produced (type of identification) as identification.

_____(Signature of Notary Public)_____
_____(Print, Type, or Stamp Commissioned Name of Notary Public)_____
_____(Notary Public)_____

History.-s. 2, ch. 19290, 1939; CGL 1940 Supp. 4668(2); s. 6, ch. 67-254; s. 1, ch. 93-62; s. 291, ch. 95-147.

[1]Note.-Redesignated as "Periodicals" by the United States Postal Service, *see* 61 F.R. 10123-10124, March 12, 1996.

Note.-Former s. 49.05.

50.061 Amounts chargeable.-

(1) The publisher of any newspaper publishing any and all official public notices or legal advertisements shall charge therefore the rates specified in this section without rebate, commission or refund.

(2) The charge for publishing each such official public notice or legal advertisement shall be 70 cents per square inch for the first insertion and 40 cents per square inch for each subsequent insertion, except that:

(a) In all counties having a population of more than 304,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 80 cents per square inch for the first insertion and 60 cents per square inch for each subsequent insertion.

(b) In all counties having a population of more than 450,000 according to the latest official decennial census, the charge for publishing each such official public notice or legal advertisement shall be 95 cents per square inch for the first insertion and 75 cents per square inch for each subsequent insertion.

(3) Where the regular established minimum commercial rate per square inch of the newspaper publishing such official public notices or legal advertisements is in excess of the rate herein stipulated, said minimum commercial rate per square inch may be charged for all such legal advertisements or official public notices for each insertion, except that a governmental agency publishing an official public notice or legal advertisement may procure publication by soliciting and accepting written bids from newspapers published in the county, in which case the specified charges in this section do not apply.

(4) All official public notices and legal advertisements shall be charged and paid for on the basis of 6-point type on 6-point body, unless otherwise specified by statute.

(5) Any person violating a provision of this section, either by allowing or accepting any rebate, commission, or refund, commits a misdemeanor of the second degree, punishable as provided in s. 775.082 or s. 775.083.

(6) Failure to charge the rates prescribed by this section shall in no way affect the validity of any official public notice or legal advertisement and shall not subject same to legal attack upon such grounds.

History.-s. 3, ch. 3022, 1877; RS 1298; GS 1729; RGS 2944; s. 1, ch. 12215, 1927; CGL 4668; ss. 1, 2, 2A, 2B, ch. 20264, 1941; s. 1, ch. 23663, 1947; s. 1, ch. 57-160; s. 1, ch. 63-50; s. 1, ch. 65-569; s. 6, ch. 67-254; s. 15, ch. 71-136; s. 35, ch. 73-332; s. 1, ch. 90-279.

Note.-Former s. 49.06.

50.071 Publication costs; court docket fund.-

(1) There is established in Broward, Dade, and Duval Counties a court docket fund for the purpose of paying the cost of the publication of the fact of the filing of any civil case in the circuit court in those counties by their counties by their style and of the calendar relating to such cases. A newspaper qualified under the terms of s. 50.011 shall be designated as the record newspaper for such publication by an order of a majority of the judges in the judicial circuit in which the subject county is located and such order shall be filed and recorded with the clerk of the circuit court for the subject county. The court docket fund shall be funded by a service charge of $1 added to the filing fee for all civil actions, suits, or proceedings filed in the circuit court of the subject county. The clerk of the circuit court shall maintain such funds separate and apart, and the aforesaid fee shall not be diverted to any other fund or for any purpose other than that established herein. The clerk of the circuit court shall dispense the fund to the designated record newspaper in the county on a quarterly basis. The designated record newspaper may be changed at the end of any fiscal year of the county by a majority vote of the judges of the judicial circuit of the county so ordering 30 days prior to the end of the fiscal year, notice of which order shall be given to the previously designated record newspaper.

(2) The board of county commissioners or comparable or substituted authority of any county in which a court docket fund is not specifically established in subsection (1) may, by local ordinance, create such a court docket fund on the same terms and conditions as established in subsection (1).

(3) The publishers of any designated record newspapers receiving the court docket fund established in subsection (1) shall, without charge, accept legal advertisement for the purpose of service of process by publication under s. 49.011(4), (10), and (11) when such publication is required of persons authorized to proceed as insolvent and poverty-stricken persons under s. 57.081.

History.-s. 1, ch. 75-206.

PART II HEARINGS INVOLVING DISPUTED ISSUES OF MATERIAL FACT

28-106.201 Initiation of Proceedings.

(1) Unless otherwise provided by statute, initiation of proceedings shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document that requests an evidentiary proceeding and asserts the existence of a disputed issue of material fact. Each petition shall be legible and on 8 ½ by 11 inch white paper. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;

(e) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(f) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(g) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) Upon receipt of a petition involving disputed issues of material fact, the agency shall grant or deny the petition, and if granted shall, unless otherwise provided by law, refer the matter to the Division of Administrative Hearings with a request that an administrative law judge be assigned to conduct the hearing. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

Specific Authority 120.54(3), (5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History–New 4-1-97, Amended 9-17-98.

PART III PROCEEDINGS AND HEARINGS NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT

28-106.301 Initiation of Proceedings

(1) Initiation of a proceeding shall be made by written petition to the agency responsible for rendering final agency action. The term "petition" includes any document which requests a proceeding. Each petition shall be legible and on 8 ½ by 11 inch white paper or on a form provided by the agency. Unless printed, the impression shall be on one side of the paper only and lines shall be double-spaced.

(2) All petitions filed under these rules shall contain:

(a) The name and address of each agency affected and each agency's file or identification number, if known;

(b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding; and an explanation of how the petitioner's substantial interests will be affected by the agency determination;

(c) A statement of when and how the petitioner received notice of the agency decision;

(d) A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the agency's proposed action;

(e) A statement of the specific rules or statutes the petitioner contends require reversal or modification of the agency's proposed action; and

(f) A statement of the relief sought by the petitioner, stating precisely the action petitioner wishes the agency to take with respect to the agency's proposed action.

(3) If the petition does not set forth disputed issues of material fact, the agency shall refer the matter to the presiding officer designated by the agency with a request that the matter be scheduled for a proceeding not involving disputed issues of material fact. The request shall be accompanied by a copy of the petition and a copy of the notice of agency action.

(4) A petition shall be dismissed if it is not in substantial compliance with subsection (2) of this Rule or it has been untimely filed. Dismissal of a petition shall, at least once, be without prejudice to petitioner's filing a timely amended petition curing the defect, unless it conclusively appears from the face of the petition that the defect cannot be cured.

(5) The agency shall promptly give written notice to all parties of the action taken on the petition, shall state with particularity its reasons if the petition is not granted, and shall state the deadline for filing an amended petition if applicable.

Specific Authority 120.54(5) F.S. Law Implemented 120.54(5), 120.569, 120.57 F.S. History–New 4-1-97, Amended 9-17-98.

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. For general permits authorizing incidental site activities, the following limiting general conditions shall also apply:

   a. If the decision to issue the associated individual permit is not final within 90 days of issuance of the incidental site activities permit, the site must be restored by the permittee within 90 days after notification by the District. Restoration must be completed by re-contouring the disturbed site to previous grades and slopes re-establishing and maintaining suitable vegetation and erosion control to provide stabilized hydraulic conditions. The period for completing restoration may be extended if requested by the permittee and determined by the District to be warranted due to adverse weather conditions or other good cause. In addition, the permittee shall institute stabilization measures for erosion and sediment control as soon as practicable, but in no case more than 7 days after notification by the District.

   b. The incidental site activities are commenced at the permittee's own risk. The Governing Board will not consider the monetary costs associated with the incidental site activities or any potential restoration costs in making its decision to approve or deny the individual environmental resource permit application. Issuance of this permit shall not in any way be construed as commitment to issue the associated individual environmental resource permit.

4. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

5. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.

6. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

7. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.

8. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.

9. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.

10. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:

    a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
    b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
    c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

11. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.

12. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.

13. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

14. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.

15. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.

16. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.

17. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.

18. This permit does not eliminate the necessity to obtain any required federal, state, local and special District authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.

19. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.

20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.

21. 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 section 373.421(2), F.S., provides otherwise.

22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.

23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.

24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.

25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.