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**DECLARATION OF  
PROTECTIVE COVENANTS,  
RESTRICTIONS AND EASEMENTS  
FOR  
EDGESTONE AT ARTISAN LAKES**

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THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR EDGESTONE AT ARTISAN LAKES ("Declaration") is made this 17 day of June, 2019, by TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, L.L.C., a Florida limited liability company, its successors and assigns ("Declarant"), and is joined in by EDGESTONE AT ARTISAN LAKES COMMUNITY ASSOCIATION, INC., a Florida corporation not-for-profit ("Association") and ARTISAN LAKES MASTER ASSOCIATION, INC., a Florida corporation not-for-profit ("Master Association").

WHEREAS, Declarant is the owner in fee simple of the real property more particularly described on Exhibit "A" attached hereto and made a part hereof ("Property"); and

WHEREAS, Declarant may desire to add real property adjacent to or near the Property ("Additional Property"), which Additional Property may become subject to the provisions of this Declaration upon the recording of a Supplemental Declaration (as hereinafter defined); and

WHEREAS, Declarant desires to develop a planned residential community to be known as "Edgestone at Artisan Lakes" (as hereinafter defined) upon the Property; and

WHEREAS, in order to develop and maintain Edgestone at Artisan Lakes as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association and the Master Association are joining in this Declaration in order to acknowledge their duties, responsibilities and obligations hereunder.

WHEREAS, the Property is part of a planned community known as Artisan Lakes and is subject to the Master Documents (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

1. EXPLANATION OF TERMINOLOGY

The following words and phrases used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1.1. "ADDITIONAL PLAT" shall mean the plat of any portion of the Property which is not included in the Plat, if any, and the plat of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County. "Additional Plat" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

1.2. "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other Person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.

1.3. "AFFILIATE" shall mean any Person which (either directly or indirectly, through one or more intermediaries) controls, is in common control with, or is controlled by, another Person, and any Person that is a director, trustee, officer, employee, independent contractor, shareholder, agent, co-venturer, subsidiary, personal representative, or attorney of any of the foregoing. For the purposes of this definition, the term "control" means the direct or indirect power or authority to direct or cause the direction of an entity's management or policies, whether through the ownership of voting securities, by contract, or otherwise.

1.4. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Declaration of Protective Covenants, Restrictions and Easements for Edgestone at Artisan Lakes" and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County.

1.5. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee established pursuant to Article 7 hereof.

1.6. "ARCHITECTURAL GUIDELINES" shall mean the architectural, design, and construction guidelines and review procedures adopted pursuant to Article 7 as they may be amended from time to time.

1.7. "ARTICLES" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.

1.8. "EDGESTONE AT ARTISAN LAKES" or "COMMUNITY" shall mean that planned residential development located in the County which encompasses the Property. Edgestone at Artisan Lakes is presently intended to be comprised of one hundred eighty two (182) Homes contained within twenty four (24) buildings.

1.9. "ASSESSMENTS" shall mean assessments for which all the Owners are obligated to pay to the Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in Article 6 hereof), and any and all other assessments which are levied by the Association in accordance with the Governing Documents.

1.10. "ASSOCIATION" shall mean and refer to EDGESTONE AT ARTISAN LAKES COMMUNITY ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles of Incorporation, filed in the Office of the Secretary of State of the State of Florida, as amended by any amendments thereto, and which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Edgestone at Artisan Lakes as provided in this Declaration.

1.11. "BOARD" shall mean the governing body of the Association.

1.12. "BYLAWS" shall mean the Bylaws of the Association, which have been adopted by the Board, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

1.13. "COMMON AREA" shall mean the property which is or will be owned and/or maintained by the Association as set forth in this Declaration or on the Plat, if any.

1.14. "COMMON STRUCTURAL ELEMENTS" shall mean all utility lines, party walls, roofing, bearing walls and exterior finishes, foundation, primary walls and shared entry access sidewalks as more fully described in Section 2.4 hereof.

1.15. "COMMUNITY SYSTEMS" shall mean any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm monitoring, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an Affiliate of Declarant, any other entity in which Declarant or an Affiliate of Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Declarant or the Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Declarant or the Association and serving the Common Areas and/or more than one Lot.

1.16. "COMMUNITY-WIDE STANDARD" shall mean the standard of conduct, maintenance, or other activity generally prevailing throughout the Community, or the minimum standards established pursuant to the Architectural Guidelines, Occupancy and Use Restrictions, and Board resolutions, whichever is the highest standard. Declarant initially shall establish such

standard. The Community-Wide Standard may contain objective elements, such as specific maintenance requirements, and subjective elements, such as matters subject to the Board's or the Committee's discretion. The Community-Wide Standard may or may not be set out in writing. The Community-Wide Standard may evolve as development progresses and as the Community matures.

1.17. "COMPLETED HOME" shall mean a Home that has been completed and for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency.

1.18. "COMPLETED HOME OWNER" shall mean the Owner of a Completed Home.

1.19. "COUNTY" shall mean Manatee County, Florida.

1.20. "DECLARANT" shall mean and refer to Taylor Woodrow Communities at Artisan Lakes, L.L.C., a Florida limited liability company, and any successor or assign thereof to which Taylor Woodrow Communities at Artisan Lakes, L.L.C., a Florida limited liability company, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

1.21. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or amendments hereto, which may be recorded amongst the Public Records.

1.22. "DEVELOPMENT AND SALE PERIOD" shall mean the period of time during which Declarant and/or its Affiliates are using the Community for the sale and marketing of Homes in the Community and/or in any other communities developed or to be developed by Declarant or any of its Affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of "model row(s)" if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

1.23. "DIRECTOR" shall mean a member of the Board.

1.24. "GOVERNING DOCUMENTS" shall mean, in the aggregate, this Declaration and the Articles, Bylaws, any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.

1.25. "HOA ACT" shall mean the homeowners' association act, Chapter 720, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.

1.26. "HOME" shall mean one (1) of the planned one hundred eighty two (182) attached townhomes contained or to be contained within twenty four (24) buildings constructed or to be constructed within Edgestone at Artisan Lakes, each of which is designed and intended for use and occupancy as a single-family residence; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Section 2.9 hereof, if at all. Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Governing Documents.

1.27. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Edgestone at Artisan Lakes, including, but not limited to, buildings, walkways, sidewalks, parking areas, berms, fountains, sprinkler pipes, roads, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, poles, swings, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site walls, gazebos, benches, mailboxes, decorative street lights, signs and recreational facilities.

1.28. "INCOMPLETE HOME" shall mean a Home that has not been completed and for which no certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency.

1.29. "INCOMPLETE HOME OWNER" shall mean the Owner of an Incomplete Home.

1.30. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within Edgestone at Artisan Lakes.

1.31. "INSTITUTIONAL MORTGAGEE" OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Edgestone at Artisan Lakes, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the

Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

1.32. "INTEREST" shall mean the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.33. "LAKES" shall mean those portions of Edgestone at Artisan Lakes designated on the Plat as Tracts "B-63" and "B-64". The Lakes within Tracts "B-63" and "B-64" are to be owned and maintained by the Master Association and the Association shall own and maintain the common open space areas within portions of Tracts "B-63" and "B-64".

1.34. "LAKE LOT" shall mean a Lot which abuts one of the Lakes in Edgestone at Artisan Lakes as shown on the Plat.

1.35. "LEGAL FEES" shall mean reasonable fees for attorney and paralegal services incurred in connection with: (i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and postjudgment proceedings, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens; and shall also include court costs through and including all trial and appellate levels and postjudgment proceedings.

1.36. "LOT" shall mean and refer to any parcel of land within Edgestone at Artisan Lakes as shown on the Plat upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within Edgestone at Artisan Lakes that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration.

1.37. "MASTER ASSOCIATION" shall mean Artisan Lakes Master Association, Inc., a Florida not-for-profit corporation, its successors or assigns, organized to administer the Master Declaration and having among its "Members" the Association, and any association responsible for the operation of any additional property made subject to the Master Declaration, or the owner of such additional property if no association is created for such additional property made subject to the Master Declaration, as more particularly provided in the Master Declaration. The Association is subject to assessment by the Master Association. The only "Voting Members" of the Master Association are representatives of each "Association" (as such terms are defined in the Master Declaration) subject to the Master Declaration.

1.38. "MASTER DECLARANT" shall mean Taylor Woodrow Communities at Artisan Lakes, L.L.C., a Florida limited liability company, and all of such entity's successors and assigns.

1.39. "MASTER DECLARATION" shall mean the Master Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes recorded or to be recorded in the Public Records of the County, and all amendments and supplements thereto, whereby the real

property comprising Artisan Lakes, including the Property, is bound by the terms of the Master Declaration and whereby the "Common Expenses" (as defined therein) of the land areas designated therein as "Common Property" are made specifically applicable to the Owners (as defined in the Master Declaration). The Master Declaration authorizes Regular, Special and Benefited Assessments to be levied against the Owners (all as defined therein).

1.40. "MASTER DOCUMENTS" shall mean the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, any rules and regulations promulgated by the Master Association and all of the instruments and documents referred to therein and executed in connection therewith, and any amendments to any of the documents thereto.

1.41. "MEMBERS" shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

1.42. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at the Owner's expense, in the manner set forth in Section 9.1 herein.

1.43. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in the Declaration and any other Governing Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving), the Common Area or any portion thereof and Improvements thereon, all other property owned by the Association, (b) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Governing Documents, (c) the Common Structural Elements which are the responsibility of the Association to maintain, repair and replace as described in the Declaration, and (d) any Assessments (as defined in the Master Declaration) levied upon and payable by the Association.

1.44. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within Edgestone at Artisan Lakes, and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation. Owner as used herein shall also mean an "Owner" as defined in the Master Declaration.

1.45. "PERSON" shall mean an individual, a corporation, a partnership, a trustee, or any other legal entity.

1.46. "PLAT" shall mean the plat of Artisan Lakes Parcel J, Phases I & II described in Exhibit "A" attached hereto and made a part hereof. In the event an Additional Plat is recorded in the Public Records of the County with respect to the Additional Property made subject to this Declaration pursuant to a Supplemental Declaration, then the term "Plat" as used herein shall also mean the Additional Plat.

1.47. "PROPERTY" shall initially mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and thereafter, as applicable, to such additions thereto as may be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

1.48. "PUBLIC RECORDS" shall mean the Public Records of the County.

1.49. "RULES AND REGULATIONS" shall mean the rules and regulations pertaining to the Community as established by the Association, as same may be amended and/or abolished from time to time.

1.50. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any (provided Declarant is the owner thereof), to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the lien and effect of this Declaration, (c) designate portion(s) of the Property or Additional Property to be or not to be Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

1.51. "SURFACE WATER AND STORM WATER MANAGEMENT SYSTEM" shall mean the drainage system consisting of swales, inlets, culverts, retention ponds, detention ponds, lakes, outfalls, storm drains and the like, and all connecting pipes and easements, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise affect quantity and quality of discharges from the system, as permitted pursuant to the rules of the Water Management District. The Surface Water and Storm Water Management System facilities include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, to the extent that any such facilities, areas, or conditions apply to Edgestone at Artisan Lakes. The Master Association shall own and is responsible for the maintenance, repair and replacement of the Surface Water and Storm Water Management System contained within the Property.

1.52. "TURNOVER DATE" shall mean the date upon which Members, including Declarant, shall assume control of the Association and elect the Board, as more particularly described in Article V.D.2 of the Articles.

1.53. "WATER MANAGEMENT DISTRICT" or "SWFWMD" shall mean the Southwest Florida Water Management District, a regional water management district established in accordance with Florida law, and any successor, governmental agency, body or special district charged with the rights and responsibilities of the Water Management District.

1.54. "WATER MANAGEMENT DISTRICT PERMIT" shall mean that certain permit issued by the Water Management District under Permit No. 43030240.016, as same may be amended, modified or supplemented from time to time, a copy of which is attached to this Declaration as Exhibit "D."

1.55. "WETLAND" shall mean any area within the Community identified or designated as habitat for wetland species of plants and/or animals by the SWFWMD, or by the County, or by the United States Army Corps of Engineers, or by any other agency of the State of Florida or the United States government, whether or not such area is included within the Surface Water and Storm Water Management System, or is an isolated area that is not connected to the Surface Water and Storm Water Management System.

## 2. DESCRIPTION OF EDGESTONE AT ARTISAN LAKES

### 2.1. General Plan of Development.

Edgestone at Artisan Lakes comprises the Property encompassing the Lots as more particularly defined by this Declaration. The Property initially declared hereunder is described in Exhibit "A" attached hereto and is planned to contain one hundred eighty two (182) Homes contained within twenty four (24) buildings ("Building(s)"), all in accordance with, but subject to, the terms of this Declaration. Notwithstanding the foregoing, Declarant hereby reserves the right to modify its plan of development of Edgestone at Artisan Lakes (including, without limitation, the right to modify the site plan of Edgestone at Artisan Lakes; the right to add or change the recreational facilities and amenities, home product types, and number of Homes to be constructed within Edgestone at Artisan Lakes); and/or the right to add land to Edgestone at Artisan Lakes or to withdraw land from Edgestone at Artisan Lakes. Therefore, in the event Declarant modifies its plan of development of Edgestone at Artisan Lakes and/or adds land to Edgestone at Artisan Lakes or withdraws land from Edgestone at Artisan Lakes, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within Edgestone at Artisan Lakes may change. Declarant's general plan of development further contemplates that the Homes to be constructed within Edgestone at Artisan Lakes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of Edgestone at Artisan Lakes may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Edgestone at Artisan Lakes, as well as any changes thereto.

Additional Property will become a part of Edgestone at Artisan Lakes if, and only if, Declarant in its sole discretion adds Additional Property to Edgestone at Artisan Lakes by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, except as forth in Sections 3.6.1 and 3.6.2 hereof, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and master plan of Edgestone at Artisan Lakes, the right to add or change the recreational facilities and amenities, if any, and the right to change the Home product types and number of Homes to be constructed within Edgestone at Artisan Lakes) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Edgestone at Artisan Lakes according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

The Master Declaration sets forth Master Declarant's plan for development of Artisan Lakes. Master Declarant's plans to develop Artisan Lakes as a multi-phase planned community comprising residential and recreational property in accordance with the Master Declaration, all subject to change however in the discretion of the Master Declarant as provided in the Master Declaration.

## 2.2. Lakes, Waterways; Water Level and Use.

With respect to any Lakes and waterways now existing or which may hereafter be contained within or adjoining the Community, only Declarant (and after the Turnover Date, the Master Association) shall have the right to pump or otherwise remove any water from such Lakes and waterways for the purposes of irrigation or other use or to place any matter or object in such waterways. No docks, moorings, pilings, boat shelters, or other structure shall be erected on or over the Lakes and waterways, except as may be erected or approved in writing by Declarant (and following the Turnover Date, the Master Association). Only Declarant (and after the Turnover Date, the Association) shall have the right to prescribe the schedule for watering of the landscaping in the Community and Common Areas (subject to applicable legal requirements). No swimming, motorized boats or other motorized water vehicle or craft shall be permitted on such Lakes and waterways.

The Lakes within the Property shall always be kept and maintained as lakes for water retention, drainage, irrigation, littoral plantings and water management purposes in compliance with all applicable governmental requirements including, without limitation, the requirements of the Water Management District. The Lakes shall be maintained, administered, operated and ultimately owned by the Master Association. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Master Association throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing, maintaining and

administering the Lakes and wetlands, if any, and no Owner shall do any act which may interfere with the performance by the Master Association of its obligations hereunder.

All Owners acknowledge that the Property is located within the boundaries of the SWFWMD. Due to ground water elevations underneath the Property, priorities established by governmental authorities and other causes outside of the reasonable control of Declarant, the Association and the Master Association, water levels in the Lakes and waterways within and adjacent to the Property may rise and fall significantly due to among other things, certain natural causes including, without limitation, rain, sun, and fluctuations in ground water elevations within the surrounding areas. Accordingly, Declarant, the Association and the Master Association have no control over such water levels and/or ground water elevations. Declarant, the Association and the Master Association shall not have any liability for aesthetic conditions, objectionable odors, damage to plantings or direct or consequential damages of any nature caused by the fluctuation of water levels or water quality. Each Owner, by acceptance of a deed or title to a Lot, and each Owner's invitees, guests, agents, lessees, and their family members by use of a Lot, hereby release Declarant, the Association, the Master Association, and the County from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, attorneys' fees and courts costs at trial and all appellate levels), related to, arising out of and/or resulting from water levels in the waterways regardless of the cause thereof.

DECLARANT, THE ASSOCIATION AND THE MASTER ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS FOR THE LAKES AND WATERWAYS. ANY INDIVIDUAL USING THE LAKES AND WATERWAYS SHALL DO SO AT HIS/HER OWN RISK AND HEREBY HOLDS DECLARANT, THE ASSOCIATION AND THE MASTER ASSOCIATION HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF TITLE TO A LOT, AND EACH OWNER'S INVITEES, GUESTS, AGENTS, LESSEES, AND THEIR FAMILY MEMBERS BY USE OF A LOT, ACKNOWLEDGES THAT THE LAKES AND WATERWAYS ARE DEEP AND DANGEROUS. DECLARANT, THE ASSOCIATION, THE MASTER ASSOCIATION, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL NOT BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE AND WATERWAY WITHIN EDGESTONE AT ARTISAN LAKES, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF EDGESTONE AT ARTISAN LAKES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE

DEED TO OR USE OF, SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY EDGESTONE AT ARTISAN LAKES AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Notwithstanding anything contained herein to the contrary, and subject to the rights and obligations of the Master Association to maintain the Lakes as described in this Declaration for water retention, drainage, irrigation and water management purposes for all of Edgestone at Artisan Lakes, and the right of the Master Association to adopt rules from time to time with respect to the use of the Lakes for such purposes, the Lakes shall be reserved for the private use and enjoyment of all Owners, their family members, guests, invitees and tenants, but only in accordance with this Declaration.

No planting, fencing or other Improvements or additions by the Owners within any easement shown on the Plat is permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the Lake banks or within the easement areas or rear yards of Lake Lots. In addition to the use of any easements by any Owner, as described above, the easements are for the use of the Association, the Master Association, the SWFWMD, the County and any other governmental agency for access to the Lakes for maintenance of the Lakes and any littoral plantings and other proper purposes. No removal or damage to littoral or wetland plantings, if any, is permitted. Swimming in the Lakes is prohibited.

An imaginary line will be extended from the side property lines at the back of each Lake Lot down to the water's edge. The area encompassed between the rear property line and the water's edge between these imaginary lines shall be defined as the "Lake Bank Zone" as to each Lake Lot.

All Lake Lot Owners are prohibited from disturbing or removing any vegetation within the Lake Bank Zone to the Lake deep cut line without the prior written approval of the Committee, the SWFWMD and the County. A copy of any such approvals shall be provided to the Association.

All Lake Lot Owners are prohibited from disturbing or removing the "cluster" landscaping located in the rear of the Lots near the Lake Bank Zones without the prior approval of the Committee, the SWFWMD and the County.

### 2.3. Model Row.

Declarant hereby reserves the right to construct and/or operate a "model row(s)" in Edgestone at Artisan Lakes. The "model row(s)" may contain models for Edgestone at Artisan Lakes or other communities, as Declarant and/or any of Declarant's Affiliates may so determine,

in their sole discretion. The “model row(s)” may also contain parking, landscaping and fencing across the roads within Edgestone at Artisan Lakes as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant’s Affiliates constructs a “model row(s)” in Edgestone at Artisan Lakes, such “model row(s)” may be used for such period of time that Declarant and/or any of Declarant’s Affiliates determines to be necessary in its sole judgment. Declarant may use any model home(s) for a sales office and/or a construction office. By the Owner’s acceptance of a deed for a Lot and Completed Home in Edgestone at Artisan Lakes, such Owner agrees and acknowledges that: (i) Declarant and/or any of Declarant’s Affiliates have a right to construct and/or operate a “model row(s)”; (ii) Declarant and/or any of its Affiliates have an easement over Edgestone at Artisan Lakes for ingress and egress to and from the “model row(s)” and to use and show the models to prospective purchasers in Edgestone at Artisan Lakes or other communities being developed by Declarant and/or any of Declarant’s Affiliates, as long as such “model row(s)” exists; and (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of its Affiliates, including the carrying of signs or other types of demonstrations in Edgestone at Artisan Lakes or any public right-of-way adjacent to the Property. Each Owner acknowledges that any such activities interfere with the quiet enjoyment of Edgestone at Artisan Lakes by the other Owners, are detrimental to the value of the Homes within Edgestone at Artisan Lakes, and interfere with Declarant’s ability to conduct its business.

#### 2.4. Common Structural Elements.

Each Building in Edgestone at Artisan Lakes containing Homes shall contain Common Structural Elements (“Common Structural Elements”) which include, but are not limited to, the following:

2.4.1. Utility Lines. All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located on, under or within the Building and which directly or indirectly in any way service more than one (1) Home in the Building.

2.4.2. Party Walls. All division walls (“Party Walls”) between two (2) Homes located upon a Lot line between two (2) Homes, provided that the mere fact that such a division wall between two (2) Homes is found to be not on a Lot line shall not preclude that division wall from being a Party Wall. The Owners of the Homes adjacent to a Party Wall shall own such Party Wall as tenants in common. The Owners of the Homes sharing Party Walls shall be jointly responsible for all maintenance, repairs and replacement of the Party Walls and the Association shall not have any responsibility for the maintenance, repair or replacement of any Party Wall. No Owner shall make any hole or penetration of any Party Wall. Any Owner who causes damage to any Party Wall through his or her acts or omissions, or through the acts or omissions of the Owner’s tenants, guests, invitees or members of the Owner’s household or family, shall be liable to the other Owner(s) of the Party Wall for the cost of repairing such damage and restoring the Home and property of the other Owner(s) to the condition they were in immediately prior to such damage. If the Owner does not repair damages to a Party Wall that he or she is responsible for within thirty (30) days of the report in writing of such damage, the Association may cause the damage to be repaired and collect all costs from the responsible party. The Board may, in its sole and absolute discretion, elect to assist the Owners of Party Walls in

the peaceful resolution of any disputes concerning the Party Walls through voluntary binding mediation. If the Board elects to assist by providing voluntary binding mediation for the Owners of the Party Wall, the Board shall have no liability whatsoever for the outcome of the mediation, or the failure of any Owner to respect the agreement but will have authority to cause the repairs to be made and collect all costs from the Owner found to be at fault if he refuses to make or pay for the repairs. No Association funds shall be expended to provide voluntary binding mediation services to the Owners of Party Walls, and such Owners shall agree to pay any expenses incurred for such mediation.

2.4.3. Roofing. The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim, soffit and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing."

2.4.4. Bearing Walls. Any and all walls or columns necessary to support the Building structure, all of which are collectively referred to herein as "Bearing Walls."

2.4.5. Exterior Finish. Any and all cementitious finish, trim, exterior sheathings and other exterior materials and appurtenances and paint on the exterior of the Building, all of which are collectively referred to herein as the "Exterior Finish."

2.4.6. Foundation. The entire concrete floor slab and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Foundation."

2.4.7. Shared Entry Access Sidewalks. Any shared entry access sidewalks constructed along the Lot lines, all of which are collectively referred to as the "Shared Entry Access Sidewalks." The Owners of the Homes sharing any Shared Entry Access Sidewalks shall be jointly responsible for keeping the Shared Entry Access Sidewalks clean and stain free. The Association shall only be responsible for the repair or replacement of any Shared Entry Access Sidewalks and shall not be responsible for the daily type maintenance of any Shared Entry Access Sidewalks. No Owner shall make any hole or penetration of any Shared Entry Access Sidewalks or impede another Owner's access to his or her Home over any Shared Entry Access Sidewalks. Any Owner who causes damage to any Shared Entry Access Sidewalks through his or her acts or omissions, or through the acts or omissions of the Owner's tenants, guests, invitees or members of the Owner's household or family, shall be liable to the other Owner(s) of the Shared Entry Access Sidewalks for the cost of repairing such damage and restoring the Shared Entry Access Sidewalks and property of the other Owner(s) to the condition they were in immediately prior to such damage.

2.4.8. Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed and for the maintenance, repair and replacement thereof, are hereby imposed.

2.4.9. In the event any Common Structural Element or part thereof located within a Home requires non-routine maintenance, repair or replacement and the necessity for such non-routine maintenance, repair or replacement was not due to any act or failure to act on the part of the Owner of the Home in question, the cost of such non-routine maintenance, repair or replacement shall be a Special Assessment shared by all of the Homes in that particular Building. Routine maintenance, such as repairing cracks in the stucco, is performed by the Association and the costs and expenses of such routine maintenance shall be part of the Operating Expenses of the Association and shared by all Owners in Edgestone at Artisan Lakes.

## 2.5. Common Areas.

The Common Area within Edgestone at Artisan Lakes shall consist of: (a) the property indicated on the Plat as Common Area or as property reserved for or dedicated to the Association, and (b) any other property designated as Common Area in this Declaration or any Supplemental Declaration, and which includes, but is not necessarily limited to, roadways, parking areas, amenities center, landscaped areas, wetlands, wetland buffer areas, preserve areas, the Surface Water and Storm Water Management System and all other property not included within any Lot. The Common Area shall be used for ingress/egress, landscaping, walls, wetlands, open space, recreational and social purposes as well as other proper purposes by Declarant, the Association and the Owners and their family members, guests, invitees and tenants in accordance with the Governing Documents. Common Area may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

The Association and each Owner acknowledges and agrees that Declarant has or will install trees, shrubs, plants and other landscaping consistent with a landscape plan that meets or exceeds the requirements of the applicable governmental requirements and that from the time of such initial installation, such trees, shrubs, plants and other landscaping may mature, expand, decay and/or die from time to time. After Turnover, the Association shall have no claim whatsoever against Declarant and hereby releases any and all claims against Declarant for any trees, shrubs, plants and other landscaping that has decayed or died regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, exceed the minimum requirements of the applicable governmental requirements for Edgestone at Artisan Lakes.

The portions of Edgestone at Artisan Lakes described in this Section 2.5 shall constitute Common Area and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Common Area including, without limitation, the following:

2.5.1. The "Roadways" are those portions of Edgestone at Artisan Lakes designated as such on the Plat as Tract "A-14," Private Roadway, Public Utility Easement, and Private Drainage Easement. Notwithstanding anything to the contrary, the Roadways shall be used as private roads by Declarant, the Association, the Master Association and the Owners, their family members, guests, lessees and invitees in accordance with the provisions of this Declaration. Declarant believes that the roadways will be private and disclaims any responsibility if the roadways are ever determined to be public. The Roadways shall be

maintained by the Association. The landscaping features within the Roadways shall be maintained, administered and owned by the Association.

2.5.2. Landscape, Irrigation, Drainage and Lake Tracts. The “Landscape, Irrigation, Drainage and Lake Tracts” are those portions of Edgestone at Artisan Lakes designated on the Plat as Tracts “B-63” and “B-64,” and which are reserved for or dedicated to the Association and shall always be kept and maintained as lakes for water retention, drainage, irrigation, littoral plantings and water management purposes in compliance with all applicable governmental requirements including, without limitation, the requirements of the Water Management District. Portions of the Landscape, Irrigation, Drainage and Lake Tracts shall be maintained, administered, operated and ultimately owned by the Association, however, the portions comprising the drainage and Lake shall be maintained, administered, operated and ultimately owned by the Master Association. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association and/or the Master Association throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing, maintaining and administering the Landscape, Irrigation, Drainage and Lake Tracts and no Owner shall do any act which may interfere with the performance by the Association and/or the Master Association of its obligations hereunder.

2.5.3. Landscape, Irrigation, Open Space and Drainage Tracts. The “Landscape, Irrigation, Open Space and Drainage Tracts” are those portions of Edgestone at Artisan Lakes designated on the Plat as Tracts “B-61,” “B-62” and “B-65” and are to be used, kept and maintained as such by Declarant, the Association, and the Owners within Artisan Lakes Townhomes, their family members, guests, invitees and lessees, in accordance with the provisions of this Declaration. Portions of the Landscape, Irrigation, Open Space and Drainage Tracts shall be owned by the Association, and shall be maintained, administered and operated by the Association in a manner consistent with the Community-Wide Standard and in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies, and the portions comprising the drainage within the Landscape, Irrigation, Open Space and Drainage Tracts shall be maintained, administered, operated and ultimately owned by the Master Association, in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association and the Master Association throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing, maintaining and administering the Landscape, Irrigation, Open Space and Drainage Tracts, and no Owner shall do any act which may interfere with the performance by the Association and the Master Association of their obligations hereunder.

2.5.4. Common Area, Landscape and Irrigation Tracts. The “Common Area, Landscape and Irrigation Tracts” are those portions of Edgestone at Artisan Lakes designated on the Plat as Tracts “B-69” and “B-70”, and are to be used, kept and maintained as such by Declarant, the Association, and the Owners within Artisan Lakes Townhomes, their family members, guests, invitees and lessees, in accordance with the provisions of this Declaration. The Common Area, Landscape and Irrigation Tracts shall be ultimately owned by the Association, and shall be maintained, administered and operated by the Association in a manner consistent with the Community-Wide Standard and in accordance with the provisions of this Declaration

and the requirements of the appropriate governmental agencies. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing, maintaining and administering the Common Area, Landscape and Irrigation Tracts, and no Owner shall do any act which may interfere with the performance by the Association or the Master Association of its obligations hereunder. No Owner may install landscaping or any other improvements in the Common Area, Landscape and Irrigation Tracts.

2.5.5. Private Amenity, Landscape, Irrigation and Drainage Tract. The "Private Amenity, Landscape, Irrigation and Drainage Tract" is the portion of Edgestone at Artisan Lakes designated on the Plat as Tract "B-68" and is to be used, kept and maintained as such by Declarant, the Association, and the Owners within Artisan Lakes Townhomes, their family members, guests, invitees and lessees, in accordance with the provisions of this Declaration. The Private Amenity, Landscape, Irrigation and Drainage area shall be ultimately owned by the Association, and shall be maintained, administered and operated by the Association in a manner consistent with the Community-Wide Standard and in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing, maintaining and administering the Private Amenity, Landscape, Irrigation and Drainage Tract, and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder. The Improvements constructed thereon shall be part of the Common Area and shall be used for recreational purposes by the Association, and the Owners and their family members, guests, invitees and lessees. Such portions, if any, upon which Declarant has constructed or hereafter constructs Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located or to be located thereon. The amenity area shall always be kept and maintained by the Association for recreational uses or beautification and attendant uses (e.g., parking spaces, if any, within the amenity area shall be used for proper purposes by those using the recreational facilities but only while using such facilities), and shall be used for such purposes and not for residential, commercial or industrial use of any kind.

Declarant reserves the right, but shall not be obligated, to construct additional recreational facilities upon the amenity area and to modify or reduce the facilities and amenities planned for the amenity area. Declarant, at its sole discretion, hereby expressly reserves the right to reduce and/or modify the planned facilities and to determine the timing of construction of the recreational facilities and installation of amenities. The decision as to whether to construct additional recreational facilities or amenities, to modify the planned facilities or amenities, and/or to reduce the planned facilities and the construction thereof shall be in the sole discretion of Declarant.

Notwithstanding anything contained herein, neither Declarant nor the Association makes any representations whatsoever to commence, complete or construct any of the recreational facilities within any specific time period.

2.5.6. Wetland and Wetland Buffer Area and Private Drainage Easement Tracts. The "Wetland and Wetland Buffer Area and Private Drainage Easement Tracts" are those portions of Edgestone at Artisan Lakes designated on the Plat as Tracts "C-20" and "C-21" and are to be used, kept and maintained as such by Declarant, the Association, and the Owners within Artisan Lakes Townhomes, their family members, guests, invitees and lessees, in accordance with the provisions of this Declaration. The Wetland and Wetland Buffer Area and Private Drainage Easement areas shall be ultimately owned by the Association, and shall be maintained, administered and operated by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing, maintaining and administering the Wetland and Wetland Buffer and Private Drainage Easement areas, and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder. No Owner may install landscaping or any other improvements in the Wetland and Wetland Buffer and Private Drainage Easement areas.

The wetland, wetland buffer and upland preservation area contained within Edgestone at Artisan Lakes are regulated in accordance with Section 706 of the Manatee County Land Development Code. Unless permitted by the Manatee County Land Development Code, the following acts are expressly prohibited within the wetland, wetland buffer and upland preservation area without the prior consent of Manatee County:

- Development, as defined by the Manatee County Land Development Code.
- Construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground.
- Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or authorizations.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
- Removal, mowing or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Planting of vegetative material that is not native to the Southwest region of Florida.

2.5.7. Tree Preservation Area. The "Tree Preservation" area is the portion of Edgestone at Artisan Lakes designated on the Plat as Tract "T-1" and is to be used, kept and maintained as such by Declarant, the Association, and the Owners within Artisan Lakes Townhomes, their family members, guests, invitees and lessees, in accordance with the provisions of this Declaration. The Tree Preservation area shall be ultimately owned by the

Association, and shall be maintained, administered and operated by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing, maintaining and administering the Tree Preservation area, and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder. No Owner may install landscaping or any other improvements in the Tree Preservation area.

2.5.8. Surface Water and Storm Water Management System. Declarant has caused or will cause to be constructed within Edgestone at Artisan Lakes, drainage canals and drainage retention/detention ponds ("Surface Water and Storm Water Management System"). Declarant may create preservation areas and easements encumbering all or part of the Common Area, and/or portions of the Property conveyed to Owners to preserve the natural condition of wetlands, uplands or buffer areas. The Master Association shall have unobstructed ingress to and egress from all retention/detention ponds at all reasonable times to operate and maintain said ponds in a manner consistent with its responsibilities. No Owner shall cause or permit any interference with such access and maintenance. No Owner shall utilize, in any way, any of the Surface Water and Storm Water Management System or incorporate such facilities in the Owner's development plans, without the express prior written consent of Declarant and the Master Association, or as expressly authorized by this Declaration.

The Master Association shall operate and maintain, as part of the Common Area, the Surface Water and Storm Water Management System for the Property, and comply with conditions of the Water Management District Permit for the Surface Water and Storm Water Management System, including, without limitation, perpetual maintenance of all signage required by the Water Management District Permit. The Master Association shall, when requested by Declarant, accept transfer of the Water Management District Permit(s) applicable to the Property. The conditions of the Water Management District Permit include monitoring and record keeping schedules and maintenance.

Water quality data for the water discharged from the Property or into the surface waters of the State may be submitted to Water Management District if required by Water Management District. Parameters to be monitored may include those listed in Chapter 17-3 of the Florida Administrative Code. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by American Public Health Association of Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the Association shall provide data as required on volume of water discharged, including total volume discharged during the days of sampling and total monthly discharge from the Property or into surface waters of the state.

The Master Association agrees to operate and maintain the system and has sufficient ownership so that it has control over all water management facilities authorized.

The Master Association shall hold and save the Water Management District harmless from any and all damages, claims, or liabilities which may arise by reason of the operation, maintenance or use of any facility authorized by the permit.

The Master Association shall at all times properly operate and maintain the systems of treatment and control (and related appurtenances) that are installed or used to achieve compliance with conditions of the permit, as required by the Water Management District. This provision includes the operation of backup or auxiliary facilities or similar systems when necessary to achieve compliance with the conditions of the permit and when required by the Water Management District rules.

The Master Association specifically agrees to allow authorized Water Management District personnel, upon presentation of credentials or other documents as may be required by law, access to the Property, at reasonable times, where the permitted activity is located or conducted; for the purposes of inspection and testing to determine compliance with the permit and the Water Management District regulations, such as:

- a. Having access to and copying any records that must be kept under the conditions of the permit; and
- b. Inspecting the facility, equipment, practices, or operations regulated or required under the permit; and
- c. Sampling or monitoring any substances or parameters at any location reasonably necessary to assure compliance with the permit or Water Management District rules; and
- d. Gathering of data and information.

Reasonable time may depend on the nature of the concern being investigated.

Establishment and survival of littoral areas provided for storm water quality treatment in wet detention systems shall be assured by proper and continuing maintenance procedures designed to promote viable wetlands plant growth of natural diversity and character. Following as-built approval, perpetual maintenance shall be provided for the permitted system.

The Master Association shall submit inspection reports in the form required by the Water Management District, in accordance with the permit issued by the Water Management District.

It shall be the responsibility of each Owner within the Property at the time of construction of a building, residence, or structure, to comply with the construction plans for the Surface Water and Storm Water Management System pursuant to the Water Management District Rules, approved and on file with the Water Management District.

Owners are hereby notified that certain Property may be adjacent to wet detention ponds, jurisdictional wetlands or designated mitigation areas. It is the Owner's and Master

Association's responsibility not to remove native vegetation that becomes established within the wet detention ponds, jurisdictional wetlands or designated mitigation areas abutting the Owner's Lot. Removal includes dredging, the application of herbicide and cutting. Owners and the Master Association should address any question regarding authorized activities within detention ponds, jurisdictional wetlands or designated mitigation areas to the Water Management District, Surface Water Permitting Department. The Water Management District may authorize removal of certain exotic or nuisance vegetation upon application by the Owners or the Master Association.

No Owner of a Lot within the Property may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wet detention ponds, jurisdictional wetlands or designated mitigation areas described in the approved permit and recorded Plat of the Property, unless prior approval is received from the Water Management District, the Master Association, Declarant so long as Declarant owns a Lot in Edgestone at Artisan Lakes, and the County, if required.

In the event of termination, dissolution or final liquidation of the Master Association, the Surface Water and Storm Water Management System will be transferred to and maintained by one of the entities identified in the Water Management District's Environmental Resource Permit Applicant's Handbook Volume I sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water and Storm Water Management System described in sections 12.3.4(d)1 or 2 prior to its dissolution.

The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association and/or the Master Association to compel it to correct any outstanding problems with the Surface Water and Storm Water Management System facilities or in mitigation areas under the responsibility or control of the Association.

Declarant and the Association each reserve the right to grant such drainage and/or use easements and rights as Declarant or the Association may deem necessary or appropriate for accomplishing the drainage needs of the Property and/or lands owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

The Surface Water and Storm Water Management System is designed to provide drainage for the Property. The Association, the Master Association and Declarant shall not have any liability whatsoever to any Owner for claims or damages alleged by an Owner due to water levels in the retention ponds being below normal or otherwise unacceptable to the Owner. Aesthetic appearance of the retention ponds is secondary to their intended drainage function, and during periods of prolonged drought or other unusual weather events water levels in the retention ponds may recede, and the Association, the Master Association and Declarant shall not have any liability for such conditions.

Certain portions of the Surface Water and Storm Water Management System will serve the drainage needs of adjacent lands not within the Community. Declarant reserves the right to grant such drainage and/or use such easements and rights as Declarant may deem necessary or appropriate for accomplishing the drainage needs of the Community and adjacent land owned by others provided that such agreements shall not unreasonably interfere with the use of the system by the Owners or unreasonably increase the cost of maintenance of the system by the Association.

2.5.9. Decorative Street Lights. Declarant reserves the right, but shall not be obligated, to install "Decorative Street Lights" in or near the entranceways to Artisan Lakes Townhomes. The Decorative Street Lights, if installed by Declarant, shall be repaired, replaced, relocated, maintained and owned by the Association. If installed, such Decorative Street Lights will not be typical of what will be installed in and around the Lots. Nothing in this Declaration shall be construed to require Declarant or the Association to install Decorative Street Lights within Artisan Lakes Townhomes.

2.5.10. Entranceways and Entry Features. Edgestone at Artisan Lakes includes entranceways and entry features installed by Declarant or the Association. Such entranceways and entry features shall be deemed Common Area and shall be administered, maintained, operated, repaired and/or replaced by the Association and the expense thereof shall be included as an Operating Expense. All other portions of the entranceways shall also be owned and maintained by the Association. Neither Declarant nor the Association makes any representations whatsoever as to the security of the Property. All Owners agree to hold Declarant and the Association harmless from any loss or claim arising within the Property from the occurrence of a crime or other act.

Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to the Property at all times and the Association shall not impede any such access. Declarant hereby reserves and grants an easement in favor of itself, its successors and/or assigns throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing the Property during the Development and Sale Period and no Owner or the Association shall do any act which may interfere with Declarant having access through the entranceways. Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Edgestone at Artisan Lakes as may be necessary for the purpose of accessing the Property, maintaining and administering the entranceways, and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder or to interfere with access to through the entranceways.

2.5.11. Buffers. The "Buffers" are those portions of the Property which run along the outer perimeter of the Property, or adjacent to certain roads. The Buffers shall be maintained by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental authorities. In order to preserve the aesthetic image of Edgestone at Artisan Lakes and to help maximize the Owners' use and enjoyment thereof, no Improvements, landscaping or other additions and/or deletions are permitted within the Buffers without the prior written consent of the Association and appropriate governmental agencies, excepting any Improvements, landscaping or other additions made or installed by Declarant

and/or the Association, such as, but not limited to, berms, landscaping, fences, sod, signs, walkways, walls and light poles.

2.5.12. Irrigation System(s). The Association shall be responsible for all costs associated with all maintenance, repair and replacement of any portion of the irrigation system(s) serving the Common Area and any or all of the Lots within Artisan Lakes Townhomes.

2.5.13. Street Lights. The "Street Lights" and any associated facilities placed within the Property and any street lights and associated facilities placed within public rights of way by agreement between Declarant or Association and the public utility responsible therefor, are or shall be installed by the public utility responsible therefor, and if installed, will be repaired, replaced, relocated, maintained and owned by the public utility responsible therefor, but the Association shall be responsible to pay all fees associated with the leasing of such Street Lights and for the furnishing of electricity thereto, at a set rate pursuant to a street lighting agreement entered into or to be entered into with such public utility. If Declarant installs Street Lights, the Association will own the Street Lights and the Association will be responsible for the costs of maintaining, repairing and replacing the Street Lights. Nothing in this Declaration shall be construed to require Declarant to install Street Lights within Artisan Lakes Townhomes.

#### 2.6. Costs.

All costs associated with operating, maintaining, repairing and replacing the Common Area shall be the obligation of the Association.

#### 2.7. Private Use.

For the term of this Declaration, the Common Area (except as otherwise specifically provided in this Declaration) is not for the use and enjoyment of the public, but is expressly reserved for the private use and enjoyment of Declarant, the Association, and the Owners, and their family members, guests, invitees and lessees, but only in accordance with this Declaration.

Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves for itself and its Affiliates the right to use the Common Area for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its Affiliates of Homes in Edgestone at Artisan Lakes and/or in any other communities developed or to be developed by Declarant or its Affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of "model row(s)" if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

Except to the extent provided herein and elsewhere in the Governing Documents, the Common Area shall be for the sole and exclusive use of the Owners and residents of Edgestone at Artisan Lakes and their family members, guests, invitees and lessees.

The administration, management, operation and maintenance of the Common Area shall be the responsibility of the Association, as provided herein and in the Governing Documents.

The right to use the Common Area shall be subject to the Rules and Regulations established by the Association as the same may be amended from time to time.

#### 2.8. Right to Add Additional Improvements.

Such portions of the Common Area upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Common Area. Declarant's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and the Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

#### 2.9. Community Systems.

Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other Person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section 2.9, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such Person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Common Area hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Common Area unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 2.9: (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Common Area within Edgestone at Artisan Lakes to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. **WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO SECTION 5.6 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.**

### 3. OWNERS' PROPERTY RIGHTS

#### 3.1. Owners' Easements of Enjoyment.

Every Owner and family member, guest, lessee, agent or invitee of an Owner shall have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Property, in common with all other Owners, their family members, guests, lessees, agents and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

3.1.1. The right and duty of the Association to levy Assessments against each Lot in the manner provided herein for the purpose of operating, maintaining, repairing and replacing the Common Area and Improvements thereon and the Common Structural Elements, all in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

3.1.2. The right of the Association to establish uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

3.1.3. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, to borrow money for the purpose of improving the Property and facilities thereon and the Common Structural Elements, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners. Notwithstanding the foregoing, such two-thirds (2/3) vote or written assent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Common Area.

3.1.4. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Common Area owned by the Association to any public agency, authority, or utility and to grant any covenant, restriction or reservation against the Common Area in favor of any such public agency, authority, or utility; provided, however, no such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

3.1.5. The right of the Association, without any vote of the Owners, to grant easements, rights-of-way or strips of land, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and the Property, including the Common Structural Elements, without vote of the Owners.

3.1.6. The right of Declarant and Declarant's officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Property and the Common Structural Elements, and the facilities thereon, without charge, for sales, display, access, ingress, egress, construction, and exhibit purposes.

3.1.7. The rights of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Property, in accordance with the original design, finish, or standard of construction of such Improvement.

3.1.8. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

3.1.9. The easements provided elsewhere in this Declaration and designated on the Plat, including, but not limited to, those set forth in this Section 3.1.

3.1.10. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Homes and other properties as set forth in this Declaration.

### 3.2. Delegation of Use.

Any Owner may delegate, in accordance with this Declaration, such Owner's right of enjoyment to the Property located outside the Homes to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to all of the Rules and Regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

### 3.3. Recognition of Existing Easements.

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

### 3.4. Easements for Vehicular Traffic.

In addition to the general easements for use of the Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and lessees, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private roads within or upon the Property.

### 3.5. Access Easement.

Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across (i) any and all streets dedicated to the public use, if any (as well as alcoves, cul de sacs, and other private, paved areas abutting or serving the same), and (ii) any private roads and driveways within or upon the Property and all other portions of the Property which are necessary or convenient for enabling Declarant to carry on the work referred to in this Declaration, which easements shall be for the use of Declarant, Declarant's employees, contractors and agents,

Declarant's successors and assigns, the Owners, and the respective lessees, employees, agents, invitees, and licensees of Declarant and the Owners.

### 3.6. Grant and Reservation of Easements.

Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association and Declarant as hereinafter specified for the following purposes:

3.6.1. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and Homes, including, but not limited to, power, lights, mechanical and air conditioning lines, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies. Specifically, but not by way of limitation, easements are granted under the Homes for all electric and plumbing lines and easements are granted through the attic space of the Homes for the placement of air conditioning and mechanical lines.

3.6.2. Utility Meter Easement. Each Home will be serviced by an individual utility meter measuring the utility usage for the Home. However, utility meters, including electric meters and/or water and sewer meters, serving Homes may be placed in groups ("Group Meters") located on the exterior wall of another Home within the Building. As such, the utility meters serving the Home may not be located within the Lot on which the Home is located. A non-exclusive, perpetual easement is hereby created and shall exist over, under, and across each Lot containing Group Meters, including, but not limited to, the exterior side wall of the Home where the Group Meter is located, in favor of the Association and each Owner of Homes within the applicable Building and their agents and contractors for the placement, maintenance, repair and operation of utility meters serving the Homes located in the applicable Building.

3.6.3. Easement for Encroachment. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home, the Common Structural Elements (and electrical, plumbing and HVAC) or appurtenant Improvements installed by Declarant such as a fence, stucco, underground footer or sidewalk, now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees. Such encroachment will likely constitute a violation of the County's regulations. The County does not expressly or by implication authorize such encroachment. This Section does not limit the County's ability to pursue all available remedies to prevent or remove such encroachments. The County will not permit or allow such encroachments into any easement of land dedicated to or owned by the public for utility, drainage or roadway purposes.

3.6.4. Easement to Enter Upon Lots and Homes. The Association has an irrevocable right of access to the Homes for the purpose of protecting, maintaining, repairing and replacing those portions of a Home to be maintained by the Association under this Declaration, and as necessary to prevent damage to one or more Homes. The Association's right of access includes, without limitation, entry for purposes of preventative maintenance as well as the right, but not the duty, to enter under circumstances where the health or safety of residents may be endangered. Except in an emergency, the exercise of the Association's rights of access to the Home shall be accomplished by providing the Owner with fourteen (14) days' notice of the Association's exercise of its right of entry, with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Home. The Association must then provide the Owner with a second notice seven (7) days prior to such entry by the Association to protect, maintain, repair and/or replace those portions of the Home to be maintained by the Association as provided in this Declaration, or to maintain, repair or replace those portions of the Home when the Owner has failed to so maintain, repair or replace in order to prevent further damage to the Home or other Homes. In the event of an emergency, whenever possible and prudent to the circumstances, twenty-four (24) hour notification shall be delivered to the Owner prior to the Association entering the Home.

The Association may, but is not required to, retain a pass-key to all Homes. If the Association is not provided with a key to the Home, the Owner shall pay all costs incurred by the Association in gaining entrance to his or her Home, and also shall be responsible for any damage done to his or her Home in gaining entrance thereto, and shall also be liable for any damage resulting from delay in gaining entrance to his or her Home caused by the unavailability of a key.

3.6.5. Drainage and Irrigation Easement. An easement for drainage, flowage and irrigation over, under and upon the Property, including each of the Lots, in favor of the Association and each Owner, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the water drainage system, flowage pipes and irrigation pipes.

3.6.6. Surface Water and Storm Water Management System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat in favor of (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located thereon. In the event the Master Association requires access to any Surface Water and Storm Water Management System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Master Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required.

3.6.7. **Drainage Easement.** An easement as shown on the Plat in favor of the Master Association for the purpose of accessing the Surface Water and Storm Water Management System to perform maintenance and to perform stormwater management and drainage facilities maintenance. The Owners, their guests, invitees, lessees and other persons are specifically prohibited from utilizing the drainage easements for other uses.

3.6.8. **Lake Maintenance Easements.** Easements over the Property outside of the Homes granted in favor of the Master Association, the County, and/or the Water Management District for the purpose of maintaining the Surface Water and Storm Water Management System and to perform lake maintenance, stormwater management and drainage facilities maintenance within Edgestone at Artisan Lakes. The Lake Maintenance Easements are the perpetual maintenance obligation of the Master Association.

3.6.9. **Structural Cross Easements.** Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements and an ingress/egress easement over the Shared Entry Access Sidewalks are hereby granted in favor of the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair, replacement and design of all Homes, Common Structural Elements and the Shared Entry Access Sidewalks within any portion of the Property.

3.6.10. **Easements for Maintenance of Bodies of Water and Flooding.** Declarant reserves for itself, and grants to the Master Association, the SWFWMD, the County and their successors, assigns, and designees, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Common Areas and the Community to (a) install, operate, maintain, repair, and replace pumps and other equipment to supply irrigation water to the Common Areas; (b) construct, maintain, repair, and replace structures and equipment used for retaining, detaining, and otherwise controlling water; and (c) maintain such areas in a manner consistent with the Community-Wide Standard and applicable legal requirements. Declarant, the Master Association, the SWFWMD, the County and their successors, assigns, and designees shall have an access easement over and across any portion of the Community which abuts or contains bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

Declarant further reserves for itself, the Master Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not inside a Home or other structure) adjacent to or within fifty feet (50') of bodies of water and wetlands within the Community, in order to (a) temporarily flood and back water upon and maintain water over such portions of the Community; and (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Areas. Declarant further reserves for itself, the Association, and their successors, assigns and designees, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area and Lots (but not inside a Home or other structure) for the Association to maintain and landscape the slopes and banks pertaining to such areas up to the edge of the Lots and wetland buffer areas. Anyone exercising these easements shall use reasonable care in and repair any damage resulting from their intentional exercise of the easements. Nothing herein shall be construed to make Declarant or any other Person liable for damage resulting from

flooding due to natural occurrences or for other occurrences not reasonably foreseeable or under the control of Declarant or such other Person.

3.6.11. Easements for Cross-Drainage. All portions of the Community shall be burdened with easements for drainage of storm water runoff from other portions of Artisan Lakes; however, no Person other than Declarant shall alter the drainage on any Lot to increase materially the drainage of storm water onto adjacent portions of the Community without the consent of the Owner(s) of the affected property, the Board, the SWFWMD, the County, if applicable, and Declarant during the Development and Sale Period.

3.6.12. Rights to Storm Water Runoff, Effluent, and Water Reclamation. Declarant reserves for itself and its designees all rights to ground water, surface water, storm water runoff, and effluent located or produced within the Community, and each Owner agrees, by acceptance of a deed to a Lot, that Declarant shall retain all such rights. Such rights shall include the reservation of an easement over the Community for access, and for installation and maintenance of facilities and equipment to capture and transport such water, runoff, and effluent. This Section may not be amended without Declarant's consent, and the rights created in this Section shall survive termination of this Declaration.

3.6.13. Easement for Maintenance of Surface Water and Storm Water Management System. Declarant, the Master Association, the SWFWMD and the County shall have a perpetual, non-exclusive easement over all portions of the Surface Water and Storm Water Management System for access to operate, maintain, repair, or replace the system. By this easement, Declarant, the Master Association, the SWFWMD and the County shall have the right to enter upon any portion of any Lot and the Common Area which is a part of or adjacent to the Surface Water and Storm Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain, repair, or replace the system as the SWFWMD or the County or any governmental agency or quasi-governmental body requires or permits. Additionally, Declarant, the Association, the Master Association, the SWFWMD and the County shall have a perpetual, non-exclusive easement for drainage over the entire Surface Water and Storm Water Management System, and the owner of the pumps, pipes, and other apparatus comprising the system shall have an easement of access and maintenance as necessary for the operation, maintenance, repair, and replacement of such equipment. No Person other than Declarant shall alter the drainage flow of or over the Surface Water and Storm Water Management System, including, without limitation, buffer areas or swales, without the Master Association's prior written approval, and, during the Development and Sale Period, Declarant's written consent.

3.6.14. Sign Easement. Declarant reserves for itself and the Association an easement (herein referred to as the "Sign Easement") over, upon, and across all areas for erection, installation, operation, maintenance, repair, and replacement of Community signs, walls, monuments, fencing, decorative improvements, and other entry features, together with landscaping, lighting, utility, and irrigation facilities. No Owner shall obstruct access to the Sign Easement, or install or remove any plant or other improvement or installation placed in the Sign Easement by the beneficiaries thereof, or obstruct the view of the Sign Easement from the adjacent street right-of-way. All Community signs, walls, monuments, entry features,

landscaping, utility, irrigation and other permanent improvements installed in the Sign Easement by Declarant shall become the Common Area of the Association upon conveyance from Declarant, and the Association shall maintain such Sign Easement and the improvements therein as part of the Common Area. In addition, Declarant shall have the right, without the prior approval of the Association or any Owner, to erect marketing signs within the Sign Easement, and to change, move, remove, repaint, maintain, and otherwise exercise complete and unfettered control over such marketing signs at all times prior to the sale of the last Lot owned by Declarant in the Community, and all such marketing signs shall be and remain the exclusive property of Declarant and shall not be deemed part of the Common Area owned by the Association.

3.6.15. Private Roadways. It is intended that the private roadways within the Community ("Roadways"), as depicted on any Plat, shall be owned by the Association as part of the Common Area and shall not be dedicated to the County or to public use by recordation of such Plat. Use of such Roadways shall be subject to and in accordance with any rights and easements shown on the Plat and such reasonable Use and Occupancy Restrictions and Rules and Regulations as the Association may adopt from time to time consistent with this Declaration, the Plat, and any law, ordinance, or regulation governing the Community.

Declarant hereby reserves unto itself, its agents, employees, successors, and assigns an easement over the Roadways for the purpose of constructing, maintaining, repairing, or rebuilding any subdivision improvements installed or to be installed in the Community and for performing any other work within the Community which Declarant deems reasonably necessary, in its discretion, or which Declarant is required to perform pursuant to a contract with any Owner or pursuant to the requirements of any government agency having jurisdiction over the Community. With regard to construction on any of the Lots by the Owners thereof, the contractors, subcontractors, laborers, materialmen, and other Persons providing construction services and materials to any such Lots shall have access to such Lots over the Roadways subject to such rules as the Association may adopt; however, during the Development and Sale Period, Declarant shall have the right to prohibit the use of the Roadways by such Persons and to designate alternate access easements for such Persons.

Declarant hereby creates a perpetual, nonexclusive easement for access, ingress, and egress over the Roadways for law enforcement, fire-fighting, paramedic, rescue, and other emergency vehicles, equipment, and personnel; for school buses; for U.S. Postal Service delivery vehicles and personnel; and for vehicles, equipment, and personnel providing garbage collection service to the Community provided that such easement shall not authorize any such Persons to enter the Community except while acting in their official capacities.

The existence of this easement shall not preclude the Association from maintaining gates or other devices or systems designed to limit general vehicular access to the Community, provided that the Association at all times maintains systems and/or procedures to permit the uncontested entry of Persons authorized to exercise the easements granted in this subsection without unreasonable interference or delay.

3.6.16. Declarant, as the owner of the below-described property, and developer of Eaves Bend at Artisan Lakes, has granted in a Supplemental Declaration to the Community Declaration of Covenants, Conditions, Restrictions and Easements for Eaves Bend at Artisan Lakes recorded simultaneously with the recording of this Declaration, and does hereby grant a perpetual non-exclusive easement for access, ingress, and egress over the Roadways described as Tract "A-10", Artisan Lakes Eaves Bend, Phase I, Subphases A-K, recorded in Plat Book 62, Page 58, and Tract "A-13", Artisan Lakes Parcel J, Phases I & II, as described in Exhibit "A" attached hereto, to the Owners, their guests, invitees and lessees, of Edgestone at Artisan Lakes, being more particularly described as Lots through 1 through 182, Artisan Lakes Parcel J, Phases I & II, as described in Exhibit "A" attached hereto, for access to Artisan Lakes Parkway, a public right-of-way.

3.6.17. Easement to Master Association. Declarant reserves for the Master Association an easement over, upon, and across the Property to perform all obligations required of the Master Association under the Master Declaration and for the locations of any improvements required to be made by the Master Association under the Master Declaration.

3.6.18. Assignments. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, County or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, all other easement rights reserved or granted to Declarant shall terminate upon Declarant no longer holding title to any Lot or Home on the Property or holding a leasehold interest in any Lot or Home or holding a mortgage on a Lot or Home on the Property. In addition, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

#### 4. THE ASSOCIATION AND ITS MEMBERS; VOTING RIGHTS; BOARD; DURATION OF THE ASSOCIATION; POWERS AND RESPONSIBILITIES

##### 4.1. Function of Association.

The Association is the entity responsible for management, maintenance, operation, and control of the Common Areas. The Association also has primary responsibility for administering and enforcing the Governing Documents. The Association shall perform its functions in accordance with the Governing Documents and Florida law. The Board shall be responsible for management of the Association and may contract with a property manager for such purposes. The Board is appointed or elected as provided in the Bylaws. Membership in the Association is appurtenant to and may not be severed from the Lot. The rights and obligations of a Member may not be assigned or delegated except as provided in this Declaration, the Articles of Incorporation, or Bylaws of the Association, and shall automatically pass to the successor-in-

interest of any Owner upon conveyance of such Owner's interest in the Lot. The Association is the "Voting Member" of the Master Association and shall cast the votes of the Owners on all Master Association matters requiring a vote of the Owners.

4.2. Membership and Voting Rights.

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Governing Documents. The voting rights of the Members shall be as set forth in the Articles.

4.3. Board.

The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

4.4. Duration of Association.

The duration of the Association shall be perpetual, as set forth in the Articles.

4.5. Acceptance and Control of Common Area.

(a) The Association may acquire, hold, mortgage or otherwise encumber, lease (as landlord or tenant), operate, and dispose of tangible and intangible personal property and real property. The Association may enter into leases, licenses, or operating agreements, for payment or no payment, as the Board deems appropriate, permitting use of portions of the Common Area by others.

(b) Declarant and its Affiliates, or their respective designees, may, from time to time, transfer to the Association, and the Association shall accept, personal property and/or fee title or other property interests in any improved or unimproved real property included within the Property. Upon Declarant's request, the Association shall transfer back to Declarant or its designees any real property which has not been improved by a structure intended for occupancy, whether or not such property has been improved by landscaping, decorative walls, signs, irrigation, utilities, or other improvements, if originally conveyed to the Association for no payment.

(c) The Association is responsible for management, operation, and control of the Common Area, subject to any covenants, easements, or restrictions set forth in the deed or other instrument transferring the property to the Association. The Board may, from time to time, adopt such reasonable rules regulating use of the Common Area as it deems appropriate. The Association may enter into a property management agreement with any Person, including Declarant or any Declarant Affiliate.

(d) Declarant may elect to construct or install certain improvements or facilities upon portions of the Common Area, but is not obligated to do so and may elect to leave portions of the Common Area in their natural unimproved state. Declarant shall have the

absolute right and power to determine what improvements or facilities, if any, will be located on the Common Area during the Development and Sale Period.

(e) Declarant hereby reserves the right, at all times after conveyance of the Common Area to the Association, to enter the Common Area, without prior notice, and to inspect the condition thereof and the improvements and facilities thereon, if any. If Declarant determines, in its sole judgment, that the Association has failed to maintain any portion of the Common Area in a manner consistent with the Community-Wide Standard, it may so notify the Association, in writing, and the Association shall promptly perform the required maintenance or repairs. Failure of the Association to maintain the Common Area in a manner consistent with the Community-Wide Standard shall relieve Declarant and any predecessor Declarant of any liability to the Association or to any Member for any condition of the Common Area. Declarant shall have the right to make a record of its inspections by any means available, including, but not limited to, photographing and/or videotaping the Common Area, and shall have the right to perform tests or examinations to determine the condition of the Common Area. Notwithstanding the foregoing, Declarant shall have no obligation to perform inspections of the Common Area owned by the Association, and the Association shall not be relieved of its obligation to maintain the Common Area because of the election of Declarant or any predecessor Declarant to inspect or not to inspect or report to the Association the condition of the Common Area.

(f) From the time that the Common Areas or any portion thereof is opened and put into use for the enjoyment of Owners, Declarant shall be and remain wholly free and clear of any and all liability to, or claims by, all Owners, the Association and all persons and entities of whatever kind or character, whether sounding in contract or tort, deriving from the occurrence of any injury or damage to any person or property on, or in respect of the use and operation of, the Common Areas or any of its improvements, fixtures, and facilities; inasmuch as the control, operation, management, use and enjoyment of the Common Areas shall be within, under, and subject to the Association's control as may be set forth in this Declaration and not Declarant. In this respect, it shall be the affirmative duty and responsibility of each Owner and user of the Common Areas and facilities, fixtures or improvements located thereon or comprising same to continuously inspect the same for any defects or perils or other unsafe conditions or circumstances, prior to and during such use or enjoyment thereof; and all users of, and visitors to, the Common Areas and its improvements, facilities and fixtures shall use, enjoy, and visit the same at their own risk and peril.

#### 4.6. Maintenance of Common Area.

The Association shall maintain the Common Areas in accordance with the Community-Wide Standard. The Common Areas shall include, but are not limited to, landscaping, signage, perimeter walls, fencing, structures, and other improvements located on the Common Area, unless otherwise maintained by the Master Association, as well as any private streets serving the Community. The Master Association shall be responsible for the maintenance, repair and replacement of all Lakes, ponds, streams, ditches, culverts, and/or wetlands located within the Community which serve as part of the Surface Water and Storm Water Management System, including associated improvements and equipment, but not including any such areas,

improvements, or equipment maintained by the Master Association, the County or any other governmental or quasi-governmental body.

The Master Association shall maintain the littoral shelf, if any, of all Lakes, culverts, ditches, or waterways serving as part of the Surface Water and Storm Water Management System which are not maintained by the Master Association, which maintenance may include, without limitation, appropriate landscaping and plantings.

The Master Association is obligated to maintain, to oversee and provide for the continued, phased removal of nuisance, exotic plant species that become reestablished within the Common Area for the life of the Community consistent with Section 701.4 of the Manatee County Land Development Code.

The Association may maintain other property that it does not own, including property dedicated to the public, if the Board determines that such maintenance is necessary or desirable to maintain the Community-Wide Standard and the owner of such other property consents. The Association shall not be liable for any damage or injury occurring on or arising out of the condition of property which it does not own except to the extent that it has been grossly negligent in performing its maintenance responsibilities.

The Association shall maintain the facilities and equipment within the Common Areas in continuous operation, except for any periods necessary, as the Board may determine in its discretion, to perform required maintenance, repairs, or replacement, unless Members representing at least seventy-five percent (75%) of the total votes agree in writing to discontinue such operation (which may include closing and/or demolishing such facilities or equipment). Notwithstanding the above, the Common Areas may not be reduced, nor shall operation of its facilities and equipment be discontinued, without Declarant's prior written approval during the Development and Sale Period.

Unless otherwise provided in this Declaration or any applicable Supplemental Declaration, the costs associated with maintenance, repair, and replacement of the Common Areas shall be an Operating Expense.

Unless Declarant expressly agrees in writing with the Association to pay the costs of maintaining any portion of the Common Areas, Declarant shall have no such obligation, regardless of any inferences which may be drawn from promotional or other materials. Notwithstanding the foregoing, in the event Declarant determines that the Association is not operating, maintaining, repairing, replacing and/or managing the Common Areas in accordance with the Association's obligations hereunder, Declarant may (but is not obligated) rectify such failure by the Association after first providing the Association written notice thereof and an opportunity to cure such failure with fifteen (15) days after delivery of such written notice. In the event that the Association fails to so cure, then Declarant may do so on behalf of the Association and all fees, costs and expenses incurred by Declarant due to the Association's failure shall be reimbursed by the Association within ten (10) days following written demand therefor. All sums unpaid by the Association to Declarant shall bear interest at the maximum amount allowed by applicable law until repaid to Declarant in full.

#### 4.7. Relationship to Master Association.

##### 4.7.1. The Master Association.

Edgestone at Artisan Lakes is a component of the larger master planned community known as Artisan Lakes. All Owners, lessees, and occupants of Homes in Edgestone at Artisan Lakes shall have access to and use of various services and facilities provided by the Master Association in accordance with and subject to the Master Documents. Every Owner, by acceptance of a deed to a Lot, acknowledges that, in addition to being subject to and bound by the Governing Documents, he or she is subject to and bound by the Master Documents and that he or she is automatically a Member of and subject to Assessment by the Master Association in accordance with the terms of the Master Declaration. The Association is the "Voting Member" of the Master Association and shall cast the vote of the Owners on all matters requiring a vote in the Master Association. Each Owner covenants and agrees to pay all Assessments levied against such Owner's Home by the Master Association and/or by the Association on behalf of the Master Association.

##### 4.7.2. Supremacy of the Master Documents.

In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to the Governing Documents, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Master Documents. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon the Master Association pursuant to the Master Documents. The Association shall take no action in derogation of the rights of the Master Association.

##### 4.7.3. Cumulative Effect; Conflict.

The provisions of the Governing Documents shall be cumulative with the provisions of the Master Documents; however, in the event of conflict between or among the provisions of the Governing Documents and the Master Documents, the latter shall be superior. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules in the Governing Documents which are stricter than those of the Master Documents.

#### 5. COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

##### 5.1. Affirmative Covenant to Pay Assessments.

5.1.1. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (ii) maintain, operate and preserve the Property and the Common Structural Elements, which are the responsibility of the Association to maintain as described in this Declaration, for the use, safety, welfare and benefit of the Owners and their

family members, guests, invitees and lessees, there is hereby imposed upon each Completed Lot and Incomplete Lot and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Lot Assessments, Benefited Assessment and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

5.1.2. The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Property as a whole and not upon an individual Lot or Home, or against any and all personal property or Improvements thereon; (2) all charges levied for utilities providing services for the Homes and the Common Area including water, gas, electricity, telephone, cable television, pest control, alarm monitoring, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability, casualty and directors and officers liability insurance for the Common Areas (**OWNERS ARE OBLIGATED TO OBTAIN REPLACEMENT PROPERTY AND CASUALTY INSURANCE ON THEIR RESPECTIVE HOMES AS THE ASSOCIATION DOES NOT CARRY SUCH INSURANCE**); (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) any sums necessary to reimburse the Association for any costs or expenses incurred in connection with maintaining and repairing the Common Structural Elements which are the responsibility of the Association to maintain as described in this Declaration; (6) administrative and operational expenses; (7) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration; and (8) any Assessments (as defined in the Master Declaration) levied upon and payable by the Association pursuant to the Master Declaration, including all sums necessary and incurred by the Master Association for the maintenance and repair of the Surface Water and Storm Water Management System, including, without limitation, work within retention areas, drainage structures and drainage easements. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Reserves for future maintenance, repair and replacements are specifically excluded from Operating Expenses. In addition, any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Property which is the Association's responsibility to maintain or any portion thereof or Improvements thereon or the Common Structural Elements which are the responsibility of the Association to maintain as described in this Declaration; any casualty loss affecting the Association or the Property or the Common Structural Elements to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or

against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which the Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12.12 below.

The Operating Expenses with respect to the Common Area are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Common Area to the Association.

#### 5.2. Establishment of Liens.

Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

#### 5.3. Collection of Assessments.

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

5.3.1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

5.3.2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.

5.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 5.2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

5.3.4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

5.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

5.3.6. To suspend the use rights of the Owner(s) in default to the Common Area, subject to the Notice and Hearing provisions in Section 9.1.1 and 9.1.2 herein.

5.3.7. To suspend the right of the Owner(s) in default to use the Common Area and to suspend the right to vote on any matter on which the Owners have the right to vote if such Owner is delinquent in payment of Assessments for more than ninety (90) days.

5.3.8. To collect any monetary obligation, including delinquent Assessments due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

#### 5.4. Collection by Declarant.

In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

#### 5.5. Rights of Declarant and Institutional Mortgagees to Pay Assessments and Receive Reimbursement.

Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Home(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

#### 5.6. Community Systems Services.

The Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, water, gas, monitored alarm and/or other services (collectively, "Bundled Services") for Homes in Edgestone at Artisan Lakes. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Completed Lot Owners as a Benefited Assessment. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Owners will be responsible for hook-up costs, any converter boxes, remote control units, any Optional Services elected by Owner and the charge therefor shall be billed directly to Owner. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Service. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

## 6. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

### 6.1. Determining Amount of Assessments.

The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Governing Documents. Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the Operating Expenses (less the Master Association Assessments which shall be divided equally amongst all Homes in Edgestone at Artisan Lakes) on a twenty to one ratio (20:1) compared to the Owners of Incomplete Lots as set forth below. Therefore, the Completed Lot Owners and Incomplete Lot Owners shall share the payment of the Operating Expenses (less the Master Association Assessments which shall be divided equally amongst all Homes in Edgestone at Artisan Lakes) on a ratio of twenty to one (20:1). Therefore, the total anticipated Operating Expenses (less the Master Association Assessments which shall be divided equally amongst all Homes in Edgestone at Artisan Lakes which shall be due in full) (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the "Individual Lot Assessment" for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes on all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Governing Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12.12, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Governing Documents or the enforcement of the use and occupancy restrictions contained in the Governing Documents.

### 6.2. Assessment Payments.

Individual Lot Assessments shall be payable monthly, in advance, on the first day of each month, provided, however, at the Association's option, Individual Lot Assessments may be payable quarterly. Individual Lot Assessments, and the monthly installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or

installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot, prorated from the date the Incomplete Lot became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

### 6.3. Special Assessments.

“Special Assessments” include, in addition to other Assessments designated as Special Assessments in the Governing Documents and whether or not for a cost or expense which is included within the definition of “Operating Expenses,” those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for the Property and/or the Common Structural Elements or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments, except only any Special Assessment for: (a) repair, reconstruction or replacement of damaged or destroyed Improvements previously existing on Common Area (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Common Area, or (c) up-righting or removing any fallen or dislodged trees as set forth in Section 8.1.7 below; which shall not require such affirmative assent of at least two-thirds (2/3) of all Members. Prior to the Turnover Date, a Declarant-controlled Board may make a Special Assessment without such vote of the Members. Special Assessments are not included in any deficit funding or subsidizing of the Budget as set forth in Sections 6.6 and 6.7 below.

### 6.4. Benefited Assessments.

The Association may levy Benefited Assessments against one or more particular Lots as follows:

6.4.1. to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Association may offer or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

6.4.2. to cover costs incurred in bringing a Lot into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs;

6.4.3. to cover the costs and expenses charged to the Association under the Community Systems agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement;

6.4.4. to cover the costs and expenses charged to the Association pursuant to any contract for Lot landscape maintenance;

6.4.5. to cover the costs and expenses charged to the Association for irrigation to the Lot; and

6.4.6. to cover costs incurred by the Association for force-placing insurance on any Home, but only amongst those Homes with respect to which the Association is being forced to carry the insurance coverage required by the Owners to be carried herein.

#### 6.5. Liability of Owners for Assessments.

By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments, any Benefited Assessment against their Lot, and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's Benefited Assessment, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments, Benefited Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment, Benefited Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Governing Documents.

#### 6.6. Assessments Payable by Declarant; Declarant Subsidies.

Each Owner acknowledges and agrees that because Individual Lot Assessments and Special Assessments are allocated as set forth in this Article 6 above, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments for the Lots owned by Declarant in the same manner as other Owners (but at the 20:1 ratio described above), (ii) pay the Deficit (as calculated pursuant to Section 6.7 below, herein referred to as the "Deficit"), and/or (iii) subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant's sole discretion.

During the period of time that Declarant is offering Homes for sale in Edgestone at Artisan Lakes and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant. The amount of any such voluntary contributions may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contributions, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

#### 6.7. Declarant's Option to Fund Budget Deficits.

To the extent permitted by Florida law, until the Turnover Date, Declarant may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner (but at the 20:1 ratio described above) or by funding the budget deficit. The budget deficit ("Deficit") is the difference between (i) the amount of Assessments levied on Owners' Lots plus any other income, revenue or sums received by the Association during the period during which Declarant has elected to fund the Deficit, and (ii) the amount of the Association's actual expenditures during the fiscal year and excluding to the maximum extent allowable by law, contributions to reserves, if any, and Special Assessments arising as a result of any unusual loss or liability. The calculation of Declarant's Deficit funding obligation shall be done on a cumulative basis (from the inception of the election to fund the Deficit until Declarant's election to cease funding the Deficit) although Declarant will fund the Association to meet its cash flow obligations as they arise during the Deficit funding period. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from Declarant, such funds shall be considered a loan to the Association to be paid back to Declarant by the Association. Declarant is not required to make contributions to reserves while Deficit funding even though Owners other than Declarant may be required to make such contributions.

Unless Declarant otherwise notifies the Board in writing at least thirty (30) days before the beginning of the fiscal year, Declarant shall continue paying on the same basis as during the previous fiscal year. Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After the Turnover Date, or sooner if Declarant elects to pay Assessments and cease Deficit funding, Declarant shall pay Assessments on Lots which it or its Affiliates own in the same manner as any other Owner.

Declarant's obligation to Deficit fund is not a guarantee of the Assessments or Operating Expenses as contemplated by Florida Statutes Section 720.308 because the amount of Assessments or Operating Expenses to be paid by Owners during any Deficit funding period may change based upon changes in the then buildout Budget.

#### 6.8. Working Fund Contribution.

Each Owner who purchases a Lot shall pay to the Association a Working Fund Contribution at the time legal title is conveyed to such Owner. The Working Fund Contribution shall be Five Hundred and No/100 Dollars (\$500.00) for each Lot and each subsequent conveyance of the Lot. The amount of the Working Fund Contribution is subject to change in the Board's sole discretion. In the event an Institutional Mortgagee acquires title through foreclosure or a deed in lieu, the Institutional Mortgagee shall be exempt from paying such Working Fund Contribution. The purpose of the Working Fund Contribution is to ensure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. To further ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant may from time to time advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 6.8 shall be paid directly to Declarant in reimbursement of the advance, instead of to the Association. Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses, including any time Declarant is funding the Deficit. Declarant may, in its sole discretion, move any Working Fund Contributions not used for Operating Expenses into a reserve account at the time of the Turnover Date.

#### 6.9. Waiver of Use.

No Owner, other than Declarant, may exempt himself, herself or itself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Common Area and the facilities thereon or by abandonment of such Owner's Home.

#### 6.10. Budgeting for Reserves.

The Board may, but is not obligated to, prepare and periodically review separate reserve budgets for the Common Area for which the Association maintains capital items which takes into account the number and nature of replaceable completed assets, the expected life of each completed asset, and the expected repair or replacement cost of capital items under each budget. The Board may include in the Operating Expense Budget adopted pursuant to Section 6.1, as appropriate, a contribution to fund reserves in an amount which the Board, in the exercise of its business judgment, deems sufficient to meet the projected needs under each budget with respect to both amount and timing by annual contributions over the budget period. The budgeted amount for reserves need not be for one hundred percent (100%) of the repair or replacement cost but may be for a lower amount as determined by the Board. The Board may determine to pool reserves, meaning that a general reserve fund may be used for any item for which reserves are being collected. Completed Home Owners are referred to the then current Budget to determine if reserves are included in the Budget, the amount budgeted therefor and if Assessments include amounts for reserves.

Reserve funds, if collected, shall be held in a separate account or accounts from the operating and other funds of the Association.

The reserve funds may be expended only for major maintenance, repair, or replacement of those assets covered by the reserve budget pursuant to which they were collected. Subject to such limitation, the Board may adopt resolutions regarding the expenditure of any reserve funds including, without limitation, policies designating the nature of assets for which reserve funds may be expended. Neither the Association membership nor the Board shall adopt, modify, limit, or expand such policies without Declarant's prior written consent during the Development and Sale Period.

Notwithstanding anything contained in this Section 6.10, or as may be otherwise set forth in this Declaration, any reserve funds so collected and/or paid pursuant hereto are not created or established in accordance with Section 720.303(6)(d) of the HOA ACT

#### 6.11. Declarant's Payment of Assessments, Deficit Funding, and/or Subsidizing the Budget.

Notwithstanding anything to the contrary set forth herein, if Declarant elects to Deficit fund or provide a subsidy to lower the Assessments due from Owners prior to the Turnover Date, or such other time as Declarant, in its sole discretion desires to discontinue such Deficit funding or subsidy, Declarant will not retroactively recalculate any Assessments for any period during which Declarant was Deficit funding and/or subsidizing the budget on the 20:1 ratio as described in Section 6.1 above, however, the Deficit funding or subsidy shall be calculated on a cumulative basis as set forth in Section 6.7 above.

## 7. ARCHITECTURAL CONTROL COMMITTEE

### 7.1 Members of the Committee.

The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as such new member has resigned, has been removed, or such new member's successor has been appointed, as provided herein. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by Declarant. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause.

### 7.2. Review of Proposed Construction.

7.2.1. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwave reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph 7.2.2 below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other Person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit if required by the Committee, to be held and disbursed by the Association in accordance with Section 7.3 below.

7.2.2. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans.

7.2.3. The Committee shall have forty-five (45) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such forty-five (45) day period, such plans shall be deemed rejected, provided however, that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

7.2.4. No landscaping or other Improvements beyond the buildable areas on the Lots abutting the dry retention areas which materially interfere with the view of the dry retention areas by immediate neighbors. In its review of proposed plans and specifications of landscape design and materials for Lots abutting the dry retention areas, including, but not limited to, any massed plantings, the Committee will take into consideration the effect on dry retention area views of such landscaping, both at the proposed time of installation and at the time when maximum growth shall have occurred. No Owner shall be permitted to install any fence (or landscaping) within any drainage easement whatsoever (Refer to Section 9.2.14 for additional restrictions regarding fences).

7.2.5. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home if such additions, changes or alterations are not visible from the outside of such Home. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.

### 7.3. Security Deposit for Improvements; Indemnification.

Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit in the amount of ten percent (10%) of the estimated costs for such Improvements to cover costs of incidental damage caused to Common Area, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee, and (ii) the Committee's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to Common Area by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Common Area to the

satisfaction of the Committee, Association shall have the right (but not the obligation), after five (5) days' notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the Committee, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the Committee, Declarant, and the Association generally, from any loss, claim, damage or liability connected with or arising out of the Improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof).

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

#### 7.4. Meetings of the Committee.

The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or

perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Section 7.9 below. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

7.5. No Waiver of Future Approvals.

The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

7.6. Compensation of Members.

The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

7.7. Inspection of Work.

Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting

party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

#### 7.8. Non-Liability of Committee Members.

Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other Person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Association and Declarant (and each of their respective officers, directors, partners, Affiliates, representatives and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted and/or the security deposit (including, without limitation, the disbursement thereof). Furthermore, approval by the Committee of any request does not excuse any Owner from also obtaining approvals from all applicable governmental authorities.

#### 7.9. Variance.

The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to the displaying of any signs for the sale or renting of the Home as prohibited in Section 9.2.21 below. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

#### 7.10. Declarant Exemption.

Declarant is hereby exempt from having to comply with the requirements of this Article 7 in their entirety.

7.11. Community-Wide Standard.

To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with Edgestone at Artisan Lakes, Declarant hereby declares that the style and form of Edgestone at Artisan Lakes, as originally constructed or approved by Declarant, with respect to architectural style, colors and materials as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards.

8. MAINTENANCE AND REPAIR OBLIGATIONS

The responsibility for the maintenance of the Property is divided between the Association, the Master Association and the Owners. The Association may enter into agreements with the Master Association or others for the Association's management and/or maintenance of all or part of the property to be maintained by such entity (regardless of whether the subject property is within the Property) for purposes of carrying out all or a portion of the maintenance responsibilities of such entity, the expenses of which may be designated an Operating Expense, if the Board determines such is in the interest of the Owners.

8.1. By the Association.

8.1.1. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Common Area as otherwise provided herein (except public utilities and Community Systems, to the extent same have not been made Common Area). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Common Area as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Common Area, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

8.1.2. The Association shall operate, maintain and repair a water sprinkler master distribution system that will provide irrigation to the Common Areas and the Lots, including any monthly fees and other costs of water usage and the cost of repair or replacement to all or any part thereof. There is hereby reserved in favor of the Association the right to enter upon the Common Area and any and all Lots for the purpose of operating, maintaining, repairing and replacing the water sprinkler system over, through and upon the Common Area and all of the Lots within the Property. Each Owner shall be responsible for any damage caused to said water sprinkler system caused by such Owner and/or such Owner's family members, tenants, guests and invitees and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims damages and/or liabilities resulting from any such damage.

8.1.3. The Association shall be responsible for the maintenance, repair and replacement of all common sidewalks located upon the Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Property and Lots for such purpose.

8.1.4. The Association shall be responsible for the maintenance, repair and replacement of any Decorative Street Lights located in Edgestone at Artisan Lakes.

8.1.5. The Association shall maintain and care for all landscaping and grassed areas encompassed within the Common Area and each Lot, except as otherwise provided herein. "Maintenance and care" within the meaning of this Subsection 8.1.6 shall include irrigating, fertilizing, spraying and trimming of landscaping and grassed areas and replacement of same, including the replacement of any dead or dying trees, so that, at a minimum, the initial landscaping for the Lot provided by Declarant shall be maintained. The Owner of said Lot shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the replacement of same, including the replacement of any dead or dying trees, on the Lot. In that regard, the Association may levy a Special Assessment against such Lot in connection with such costs and expenses, to the exclusion of all other Owners. If an Owner plants trees and/or landscaping on his or her Lot with the prior written consent of the Board, such Owner shall be responsible for the additional costs of maintaining same.

8.1.6. The Association shall have the right, but not the obligation, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees, at the respective Owner's cost and expense on (i) any Lot, and/or (ii) any grassed areas located between the front and/or side(s) of such Owner's Lot and the street; on behalf of the Owner of such Lot. The Owner of said Lot shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the uprighting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot in connection with such costs and expenses, to the exclusion of all other Owners.

8.1.7. The Association shall be responsible for the maintenance, repair and replacement of any shrubs, trees and landscaping located on the Common Area and the Lots, except for those shrubs, trees and landscaping placed on a Lot by an Owner (with the prior written consent of the Board) in which case, the Owner shall be responsible for the additional costs for such maintenance, repair and replacement.

8.1.8. The Association will be responsible for all landscaping between the Lot boundary and any road and for the maintenance of the trees bordering the pavement edge of the Roads (street trees) throughout Edgestone at Artisan Lakes, whether or not on Common Area. The Association shall be responsible for the proper irrigation of trees and landscaping within Edgestone at Artisan Lakes.

8.1.9. The Association shall be responsible for the painting of the exterior surface of the walls, doors and windows of the Homes (exterior paint colors may be changed if approved in advance by the Committee) and any maintenance beneath the exterior of a Home

which is required in order to effectuate repairs to the exterior, and for maintaining the Common Structural Elements of the Homes which are the responsibility of the Association to maintain as described in this Declaration, except for windows, window washing, screens, which shall be the responsibility of each Owner, and except for the Party Walls between two (2) Homes, the maintenance of which is the responsibility of the Owners of the Homes adjacent to such Party Walls pursuant to Section 2.4.2 hereof. The Association shall only be responsible for the maintenance and repair of the portion of the Party Wall located on the exterior of the Home which separates the patio or back yard. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance of the Homes in accordance with Section 3.6.3 hereof.

8.1.10. The Association shall be responsible for the painting of the exterior of the garage doors, but shall not be responsible for the mechanisms associated with garages, including, but not limited to, garage door hardware, garage door openers and railings, or any other maintenance of the garages. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for painting of the exterior of the garage doors.

8.1.11. The Association shall be responsible for the maintenance, repair and replacement and painting of the Exterior Finish of the Buildings, as described in Section 2.4.5 hereof. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance of the Exterior Finish of the Buildings.

8.1.12. The Association shall be responsible for the maintenance, repair and replacement of the Roofing, as described in Section 2.4.3 hereof. There is hereby reserved in favor of the Association the right to enter upon any and all Lots for the purpose of such maintenance of the Roofing.

8.1.13. All expenses incurred by the Association in connection with the services and maintenance described in Sections 8.1.1 through 8.1.12, inclusive, are Operating Expenses, payable by each Owner of a Home under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Sections 8.1.1 through 8.1.12 be caused by the negligence of or misuse by an Owner, his or her family, guests, servants, invitees, or lessees, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Home and said Assessment shall constitute a lien upon the Home with the same force and effect as liens for Operating Expenses.

8.1.14. The Association has a reasonable right of entry upon any Lot or Home to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Edgestone at Artisan Lakes.

8.1.15. After the Turnover Date, the Association, by action of its Board, may make any minor and insubstantial alteration or Improvement to the Common Area having a cost not in excess of Twenty Five Thousand Dollars (\$25,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the

rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing. Prior to the Turnover Date, all alterations and Improvements to the Common Area shall be in Declarant's sole and absolute discretion.

8.1.16. Notice is hereby given to each Owner of a Home that the Association shall provide maintenance and other services to Homes as set forth in this Declaration, as amended from time to time, and the cost of providing these services shall be an Operating Expense. Each Owner is advised to thoroughly review the applicable provisions in this Declaration to ascertain the extent of the Association's maintenance responsibilities. The Association's maintenance responsibilities do not include making exterior or interior inspection of any portion of a Home or any improvements thereon to determine whether any conditions requiring maintenance exist. It is each Owner's responsibility to make periodic inspections of exterior and interior portions of his or her Home and all improvements thereon to determine whether any maintenance is required by the Association and to report to the Association any conditions found to require maintenance.

8.1.17. While the Association may agree to provide certain maintenance services to Homes as set forth in this Declaration, the Association is not a guarantor of the condition of any Home or any improvements thereon or attached thereon. In the event that any damage or injury occurs to any Owner or occupant of a Home as a result of the failure of the Association to perform such maintenance, the Association's liability shall be limited to performing the maintenance otherwise required by this Declaration, and the Association shall not be responsible for consequential damages, personal injury or punitive damages of any kind. Declarant may have provided Owners with warranties that extend for some period of time after completion of the improvements on each Home. In the event that repairs may be necessary during the warranty period, Owners are advised to first determine whether the repairs are covered by any existing warranties.

8.1.18. The Association shall not, in any event, be responsible for any mold, mildew or other similar damage that may arise in any improvements on a Home as a result of any leaks, condensation or other condition, even if such condition is caused by a failure of the Association to conduct maintenance otherwise required by the terms of this Declaration.

## 8.2. By Owners.

8.2.1. Owners shall maintain those portions of the Home which are not otherwise maintained by the Association, including all improvements within the Home. Owners shall also maintain, repair and replace all utility lines and mechanical lines that serve such Owner's Home. If an Owner makes any modifications, installations or additions to his or her Home or the Common Structural Elements, the Owner and his or her successors in title shall be financially responsible for the insurance, maintenance, repair and replacement of the modifications, installations or additions, as well as the cost of repairing any damage to the Common Structural Elements resulting from such modifications or additions. Whenever an Owner contracts for the maintenance, repair, replacement, alteration, addition or improvement of any portion of the Home or the Common Structural Elements, whether with or without the

Association's approval, such Owner shall be deemed to have warranted to the Association and their respective members that his or her contractor(s) are properly licensed and fully insured and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. The Owner also agrees to comply with the requirements of Chapter 713, Florida Statutes, and to indemnify the Association and its members from any construction liens which may attach to the Property and which are attributable to work performed by or for the benefit of the Owner.

In addition to the foregoing, each Owner shall be required to maintain appropriate climate control, keep his or her Home clean, and take necessary measures to retard and prevent mold from accumulating in the Home. Each Owner shall be required to clean and dust the Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts. Owners are required to report immediately in writing to the Board (i) any evidence of water leak or water infiltration or excessive moisture in the Home, and any other Common Structural Elements; (ii) any evidence of mold that cannot be removed with a common household cleaner; (iii) any failure or malfunction in heating, ventilation or air conditioning, and (iv) any inoperable doors or windows. Each Owner shall be solely responsible for damage to the Home and personal property, as well as any injury to the Owner and/or occupants of the Home resulting from any of the foregoing. Each Owner is fully responsible and liable for the entire amount of all cleaning expenses and remediation costs incurred to remove mold from the Home and each Owner shall be responsible for the repair and remediation of all damages to the Home caused by mold.

8.2.2. The Owner of each Home shall keep the sidewalk located on his or her Lot clean and free from any impediments to pedestrian traffic.

8.2.3. The Owner of each Home shall be responsible for the maintenance, repair and replacement of any mechanisms associated with the garage located within his or her Home but shall not be responsible for painting of the exterior of the garage doors, which shall be the responsibility of the Association.

8.2.4. The Owner of each Home shall wash all windows located within his or her Home.

8.2.5. The Owner of each Home shall be responsible for the maintenance, repair and replacement of all windows, window screens, patio screens and screen framing, hurricane shutters and hardware associated with his or her Home.

8.2.6. An Owner shall not plant any shrubs, trees and/or landscaping on his or her Lot without the prior written approval of the Committee. If an Owner receives such approval and plants any shrubs, trees and/or landscaping on his or her Lot, such Owner shall be responsible for the additional costs of maintaining such shrubs, trees and/or landscaping.

8.2.7. Each Owner shall maintain property insurance providing fire and extended coverage at full replacement cost, less a reasonable deductible, on all insurable

improvements located on such Owner's Lot. In addition, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Lot or the Common Area due to occurrences originating within the Owner's Lot caused by the negligence of the Owner, the failure of the Owner to maintain the Lot, and any other casualty within the Lot which causes damage to the Lots owned by others or the Common Area, to the extent such coverage is not provided by policies maintained by the Association or to the extent insurable losses may result in the Owner's liability for payment of deductibles under the Association's policies. Such insurance policy or policies shall name the Association as an additional insured. Unless a Mortgagee is named as the loss payee under any such policy, the Association shall be named as an additional loss payee.

In the event of damage to or destruction of a structure on a Lot, the Association shall promptly repair or reconstruct the structure in a manner consistent with the original construction or other plans and specifications using the insurance proceeds and to the extent the insurance proceeds are inadequate, the Owner or Owners whose Homes have been damaged shall be responsible for the deficiency between the costs of the repair and the proceeds from the insurance. Further, the Association shall be entitled to levy on the Owner an Assessment or special charge equal to the cost of performing such repair or reconstruction and any such Assessment or special charge shall constitute a lien upon the applicable Home with the same force and effect as a lien for Operating Expenses.

Each Owner shall provide to the Association a certificate evidencing such insurance within ten (10) days of any written request from the Board of Directors. In addition, if the Board so requests, each Owner shall file with the Association a copy of the individual policy or policies covering his or her Lot. Each Owner shall promptly notify the Board in writing in the event such policy on his or her Lot is canceled. In the event that an Owner fails to obtain any insurance which the Owner is required to obtain hereunder, or permits such insurance to lapse, the Association may, but shall not be obligated to, obtain such insurance on behalf of the Owner and the Association shall be entitled to levy on the offending Owner a Special Assessment or special charge equal to the cost of obtaining such insurance and any such Special Assessment or special charge shall constitute a lien upon the applicable Home with the same force and effect as a lien for Operating Expenses.

8.2.8. Declarant intends to install coach lights on the exterior of the Buildings. The Association shall control the timers for such coach lights however Owners are responsible for the replacement of the light bulbs, and the maintenance, repair and replacement of the coach lights. Owners are required to immediately replace any burned out bulbs in such coach lights. If the Owner fails to perform its maintenance responsibility as required herein the Association may perform such maintenance and assess the costs against the Owner as a Benefited Assessment.

8.2.9. If a Home is damaged by fire or other casualty, except for the repair of the Common Structural Elements which shall be performed by the Association, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Committee.

8.2.10. If an Owner fails to comply with the foregoing provisions of this Section 8.2, the Association may proceed in court to enjoin compliance.

8.2.11. If a failure to comply with the provisions of this Section 8.2 relates to the Owner's obligation to maintain the Home or any other area required to be maintained by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days' written notice, to enter the property of the Owner for the purpose of performing the maintenance referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and care for the property for which he/she has the maintenance responsibility shall be determined in the sole discretion of the Association or Declarant. Further, the Association shall be entitled, but not obligated, to perform such maintenance and care itself and to levy on the offending Owner an Assessment or special charge equal to the cost of performing such maintenance and any such Assessment or special charge shall constitute a lien upon the applicable Home with the same force and effect as a lien for Operating Expenses.

8.2.12. The Association's agreement to repair the Common Structural Elements does not make the Association responsible for nor does the Association assume responsibility for any ancillary damages, such as if the Owner has to vacate the Home or undamaged walls that may need to be replaced to make the repair to the Common Structural Elements.

### 8.3. Damage to Buildings.

8.3.1. The Owner of any Home which has suffered damage shall apply to the Association for approval for reconstruction, rebuilding or repair of the Improvements therein.

8.3.2. The Owner or Owners of Homes in any damaged Building and the Association shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or her or its reasonable control.

8.3.3. Declarant shall be exempt from the provisions of this Section 8.3, provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

## 9. OCCUPANCY AND USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional Rules and Regulations which may, from time to time, be adopted by the Association, except as provided in Section 9.2.43 below with respect to Declarant and Lots and Homes owned by Declarant:

## 9.1. Enforcement.

Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection with the enforcement of this Declaration or any of the Governing Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

Each Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any Owner's family members, guests, invitees, and lessees and their family members, guests and invitees. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Edgestone at Artisan Lakes.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Common Area and facilities (including, without limitation, cable television and other services provided by Community Systems); the voting rights of an Owner if such Owner is delinquent in payment of Assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's lessee, guest or invitee for failure of such Owner, such Owner's family, guests, invitees, lessees or employees to comply with any of the Governing Documents, provided the following procedures are adhered to:

9.1.1. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

9.1.2. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner not later than twenty-one (21) days after said meeting.

9.1.3. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

9.1.4. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein, and shall constitute a lien upon the applicable Lot and Home, with the same force and effect as a lien for Operating Expenses. An Owner shall be responsible for all Legal Fees incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

9.1.5. Failure to Pay Assessments. Notice and Hearing as provided in Subsections 9.1.1 and 9.1.2 above shall not be required with respect to the imposition of suspension of voting rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

9.1.6. Access. Suspension of use rights to Common Area shall not impair the right of an Owner or tenant of a Home to have vehicular and pedestrian ingress to and egress from such Lot and Home, including, but not limited to, the right to park.

## 9.2. Use Restrictions.

For purposes of this Section 9.2, unless the context otherwise requires, Owner shall also include the family, invitees, guests, licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Home. All the Property shall be held, used and enjoyed subject to the following limitations and restrictions, subject to the exemption of Declarant in Section 9.2.43 hereof:

9.2.1. Single Family Use. The Homes shall be for single family use only. No commercial occupation or activity may be carried on in Edgestone at Artisan Lakes except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

9.2.2. Nuisance. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots and Homes or in or about any Improvements, or on any portion of Edgestone at Artisan Lakes, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a source of annoyance to the Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Lots and Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements or Homes. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), large power equipment or large power tools, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio

reception of any Owner shall be located, used or placed on any Lot or Home, or exposed to the view of other Owners without the prior written approval of the Association.

9.2.3. No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of any Lot or the Home thereon nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any Person using any portion of the Property. Each portion of the Property will be subject to, and the Association and each Owner will conform to and observe, all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County, and any and all other governmental and public authorities and boards or officers of the same relating to such Property and any Improvements thereon or the use thereof. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover relating to any Lot or Home shall be corrected by, and at the sole expense of the Owner of any such Lot or Home.

9.2.4. Leases. No portion of a Home (other than an entire Home) may be rented and the lease or sale of any Home on a time share basis is prohibited. No Home may be occupied by more persons than the number of bedrooms times two plus one, nor may more persons, including guests, occupy a Home overnight than the number of bedrooms times two, plus one (i.e, if the Home is 2 bedrooms the number of occupants cannot exceed 5, or if the number of bedrooms is 3, the number of occupants cannot exceed 7). All leases shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, the applicable Association Rules, or of any other agreement, document or instrument governing the Lots and Homes. No Home may be leased for a period of less than seven (7) months. A copy of the lease must be provided to the Association. The Owner of a leased Home shall be jointly and severally liable with his or her tenant to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinated to any lien filed by the Association whether before or after such lease was entered into. The Association may, without further approval of the Owner of the leased Home, terminate the lease for violations of the Governing Documents by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Home. Any short-term rental of the Home seven (7) shall be considered a business use of the Home and a violation of this Declaration as well as a violation of the zoning of the Property.

In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Home shall not be leased until such amounts are paid in full. If the Home is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Home is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Home according to the

priority established in Section 720.3085 of the HOA Act until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose.

In addition to any notice to a tenant of a Home permitted to be given by law, an Owner by acceptance of a deed to a Home, does hereby irrevocably grant to the Association (and its officers, directors, designees, agents, and employees) and to any professional management or accounting firm providing management or accounting services to the Association, the right to notify, in writing, the tenant of the Home of any delinquency by the Owner of the Home in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Owner hereby agrees and acknowledges that the disclosure of any of Owner's delinquent monetary obligations due to the Association, as provided in the preceding sentence, shall not be construed or be deemed to be a violation of the Fair Debt Collection Practices Act ("FDCPA") 15 U.S.C. Section 1692 et. seq.

9.2.5. Removal of Sod and Shrubbery; Alteration of Drainage, Etc. Except for Declarant's acts and activities with regard to the development of Edgestone at Artisan Lakes, no Improvements (including, but not limited to, driveways, pools, and landscaping) and no sod, top soil, muck, trees or shrubbery shall be removed from Edgestone at Artisan Lakes and no change in the condition of the soil or the level of the land of any of Edgestone at Artisan Lakes area shall be made which would result in any permanent change in the flow or drainage of surface water within Edgestone at Artisan Lakes without prior written consent of the Committee.

9.2.6. Addition of Landscaping; Alteration of Drainage, Etc. If an Owner installs additional landscaping to their Lot (which installation must be approved by the Committee), the Owner is responsible for the additional costs of maintaining the additional landscaping. The installation of additional landscaping shall not result in any permanent change in the flow or drainage of surface water within Edgestone at Artisan Lakes without prior written consent of the Committee.

9.2.7. Antenna and Aerial. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any Improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may also adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible dishes or antennae. Any permissible dishes or antennae shall be installed in compliance with all federal, state and local

laws and regulations, including zoning, land-use and building regulations. Owners are encouraged to try to match the color of the dishes to the color of the Building. This Section 9.2.7 shall not apply to Declarant.

9.2.8. Garbage and Trash. Each Owner shall regularly pick up all garbage, trash, refuse or rubbish around his or her Lot, and no Owner or resident shall place or dump any garbage, trash, refuse or other materials on any other portions of Edgestone at Artisan Lakes, or any property contiguous to Edgestone at Artisan Lakes. Garbage, trash, refuse or rubbish that is required to be placed at the front of a Lot in order to be collected may be placed and kept at the curb after 5:00 p.m. on the day before the scheduled day of collection, but not sooner, and any trash facilities must be removed on the collection day after the pick up. All garbage, trash, refuse or rubbish must be placed in appropriate containers for curbside pickup. All containers, dumpsters or garbage facilities shall be stored inside the garage or screened from view on the Lot and kept in a clean and sanitary condition. No noxious or offensive odors shall be permitted.

9.2.9. Radio Transmission. No ham radios or radio transmission equipment shall be operated or permitted to be operated within Edgestone at Artisan Lakes without the prior written consent of the Association.

9.2.10. Animals and Pets. Each Home is permitted to have three (3) domestic pets (i.e. dogs and cats) in the Home without the prior written permission of the Board. The restriction on the number of pets shall not apply to fish. Permitted pets shall only be kept subject to and in accordance with such Rules and Regulations as shall be promulgated from time to time by the Association. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, or which has been deemed a "Dangerous dog" pursuant to Florida Statutes Chapter 767.11, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind which has venom or poisonous defense or capture mechanisms, or if let loose would constitute vermin, shall be allowed on any portion of the Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to provide such animals. The guide or assistance animal will be kept in direct custody of the assisted Person or the qualified Person training the animal at all times when on the Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Home. No pet shall be kept outside a Home or on any patio, unless someone is present in the Home. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Association, if any, provided this statement shall not require the Association to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his or her pet. The Owner shall compensate any

Person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If any restrictions imposed by the Association in accordance with this Section 9.2.10 are violated, or if a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

9.2.11. Clotheslines. No clothesline or clothes drying which is visible from outside a Lot shall be undertaken or permitted on any portion of Edgestone at Artisan Lakes.

9.2.12. Temporary Buildings, Etc. No tents, sheds, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed within Edgestone at Artisan Lakes except in connection with construction, development, leasing or sales activities permitted under this Declaration or with the prior written consent of the Association. No temporary structure may be used as a residence. No trailer, motor home or recreational vehicle shall be used as a residence, either temporarily or permanently, or parked upon Edgestone at Artisan Lakes.

9.2.13. Garages. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

9.2.14. Fences. An Owner may not install any fencing (including invisible fencing) on his or her Lot without the prior written approval by the Committee.

9.2.15. Drainage or Utility Easements. No structures, trees or shrubs shall be placed on any drainage or utility easements, except by Declarant, without the prior written consent of the Committee. Any structures, trees or shrubs placed within any drainage or utility easements shall be removed by Declarant or by the Association. The cost of such removal shall be assessed against such violating Owner(s).

9.2.16. Additions and Alterations. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition, or alteration to the exterior of his or her Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home without the prior written consent of the Committee.

9.2.17. Increase in Insurance Rates. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

9.2.18. Mining, Drilling, or Excavation. There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken on the Property. Activities of Declarant or the Association in dredging, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities.

9.2.19. Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days after requested to do so by the Association, then the payment requested shall be collected as an Individual Lot Assessment from such Owner and the Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of this Declaration.

9.2.20. Subdivision and Partition. No Lot on the Property shall be subdivided without the Committee's prior written consent except by Declarant.

9.2.21. Signs. No sign, display, poster, advertisement, notice or other lettering of any kind whatsoever (including, without limitation, "For Sale," "For Rent" or "By Owner" or any other signs for the sale or renting of homes) shall be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building, vehicle or other Improvement in Edgestone at Artisan Lakes (including, without limitation, a Home) without the prior written approval of the Committee, which approval may be given, withheld, conditioned or denied in the sole and absolute discretion of the Committee. Notwithstanding anything to the contrary contained in these Rules and Regulations, the Committee shall not approve any sign, display, poster, advertisement, notice or other lettering which is or in the nature of a "For Sale," "For Rent," "By Owner" or any other similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Edgestone at Artisan Lakes or so long as Declarant or any of Declarant's Affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Edgestone at Artisan Lakes or other communities developed or marketed by Declarant or its Affiliates, whichever is later. Signs, regardless of size, used by Declarant, its successors or assigns, for advertising and marketing during the Development and Sale Period of Edgestone at Artisan Lakes or other communities developed and/or marketed by Declarant and/or its Affiliates and other signs authorized by Declarant and/or its Affiliates shall be exempt from these restrictions. Such sign or signs as Declarant and/or its Affiliates may be required to erect under the terms of an institutional mortgage shall be exempt from this restriction. An Owner may display a security sign, provided by a contractor for security services, as permitted by the HOA Act. This provision may not be amended without the prior written consent of Declarant.

9.2.22. Boats, Recreational Vehicles and Commercial Vehicles. No boat, trailer, camper, or other vehicle, other than four wheel passenger automobiles and other four wheel passenger vehicles determined acceptable by the Association, shall be permitted on any portion

of Edgestone at Artisan Lakes unless fully enclosed in the garage, except for trucks furnishing goods and services during the daylight hours, except for police and emergency service vehicles, and except as the Association may designate for such use by appropriate Rules and Regulations. Motorcycles and boats are permitted on the Property; however, they are restricted to being parked in the garage only. In addition, the Board shall adopt Rules and Regulations from time to time regulating and limiting the size, weight, type and place and manner of operation of vehicles in Edgestone at Artisan Lakes.

9.2.23. Vehicular Parking. No person, firm or corporation shall park or cause to be parked any vehicle on any portion of the Property, other than in driveways or other specifically designated parking areas, in the streets, drives, swales, alleys or parkways located on the Property. The foregoing, however, shall not: (i) prohibit routine deliveries by tradesmen, or the use of trucks or commercial vans in making service calls and short term visits; (ii) apply to a situation where a vehicle becomes disabled and, as a result of an emergency, is required to be parked within Edgestone at Artisan Lakes until it can be towed away; and (iii) apply to vehicles used in connection with construction, development or sales activities permitted under this Declaration.

9.2.24. Motorized skateboards are prohibited from use on the Edgestone at Artisan Lakes property.

9.2.25. Drones are prohibited from being flown on or over any portion of the Edgestone at Artisan Lakes property.

9.2.26. All powered vehicles capable of exceeding five (5) miles per hour are prohibited from use on the Edgestone at Artisan Lakes property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Edgestone at Artisan Lakes may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

9.2.27. No person, firm or corporation shall maintain or repair any vehicle (including, but not limited to, four wheel passenger automobiles) upon any portion of the Property except within a closed garage and totally isolated from public view; provided, however, Declarant its successors, nominees or assigns and the Association may make, or cause to be made, such repairs if necessary in regard to vehicles used in connection with construction, sales or management at Edgestone at Artisan Lakes. Vehicles which are missing one or more wheels, have one or more deflated tires, are not in an operating condition, or do not have current valid license plates shall not remain upon any portion of the Property, except within a wholly enclosed garage fully shielded from view, for more than two (2) consecutive days. No Owner or his or her family members, guests, invitees or lessees or their family members, guests, or invitees shall be

permitted to keep any vehicle on the Property which is deemed to be a nuisance by the Association or Declarant.

9.2.28. Window Decor. No newspaper, aluminum foil, sheets or other temporary window treatments shall be permitted. Window tinting is permitted provided that the type and method of tinting is first approved by the Committee.

9.2.29. Hurricane Shutters. No hurricane shutters may be installed without the prior written consent of the Committee, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform to the Committee's consent, then the hurricane shutters will be made to conform by the Committee at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing Edgestone at Artisan Lakes location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her entry, porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

9.2.30. Basketball Backboards. No garage, roof mounted, portable or in-ground mounted basketball backboards are permitted.

9.2.31. Flags. An Owner may display one portable, removable United States flag in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. An Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Declaration.

9.2.32. Water Supply. No individual water supply system for drinking purposes or household use shall be permitted on any Lot, including for irrigation or sprinkler purposes.

9.2.33. Sewage Disposal. No individual sewage disposal system shall be permitted on the Property.

9.2.34. BBQ Grills, Fire Pits and Fire Chimineas. Grilling or barbecuing shall be permitted in those areas designated by the Association only, subject to compliance with local fire codes. The use of grills, fire pits, fire chimineas, or similar devices on a patio is prohibited.

9.2.35. Landscaping, Lawn Décor and Improvements. No Improvements of any kind including, without limitation, any building, walkways, amenities, parking areas, berms, fountains, sprinkler systems, gates, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, shed, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, street light or signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Committee, including, but not limited to, painting the Home in a color other than the color originally placed by Declarant on the painted surface, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

9.2.36. No yard sales, garage sales or neighborhood sales shall be permitted on any Lot or any other area in Edgestone at Artisan Lakes unless approved in writing by the Board.

9.2.37. Energy Conservation Equipment. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and domestic Water Systems. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the Architectural Control Committee. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than 1.5 feet above the surface of the roof of a Home; and all such equipment shall be painted consistent with the color scheme of the roof of the Home. This provision is not intended to prohibit the use of solar energy devices.

9.2.38. Holiday Decorations. Owners may install holiday lights and/or inflatable ornaments on their Lots/Homes so long as such holiday lights do not become a nuisance (e.g., excessive traffic, choreographed musical lights, etc.) to adjacent Owners or the Community in general. Holiday lights and inflatable decorations may be installed no earlier than one week before Thanksgiving Day and must be removed no later than January 15<sup>th</sup>. Holiday inflatables must be removed by January 5<sup>th</sup>. Halloween decorations may be installed on the Lot/Home up to two (2) weeks prior to Halloween and must be removed no later than November 7<sup>th</sup>.

9.2.39. Lakes. No docks shall be constructed within or adjacent to a Lake. Owners are prohibited from using the Lakes for irrigation purposes. Swimming, fishing and watercraft are prohibited in the Lakes.

9.2.40. Board's Rule Making Power. The foregoing use restrictions shall not be deemed to be all inclusive nor restrict the right of the Association to adopt such reasonable Rules and Regulations governing the use of Edgestone at Artisan Lakes as the Board may determine from time to time, provided that such Rules and Regulations: (i) are not in conflict with the provisions hereof; (ii) apply equally to all lawful residents of Edgestone at Artisan Lakes without discriminating on the basis of whether a Home is occupied by an Owner or his or her lessee; and (iii) for so long as Declarant holds any Homes within Edgestone at Artisan Lakes for sale in the ordinary course of its business, have the prior written approval of Declarant. Declarant has the right to approve any rule or modification thereof.

9.2.41. Compliance with Documents. Each Owner and their family members, guests, and invitees shall be bound by and abide by the Governing Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within Edgestone at Artisan Lakes. Such Owner shall be liable to the Association and shall pay the cost of any maintenance, repair or replacement of any real or personal property located on the Property rendered necessary by his or her act, neglect or carelessness, or by that of any other of the foregoing parties as a Special Assessment.

9.2.42. No Implied Waiver. The failure of the Association or Declarant to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other Governing Document (including the rules now or hereafter promulgated) shall in no event be deemed a waiver by Declarant or the Association or of any other party having an interest in the Property of its right to object to same and to seek compliance in accordance with the provisions of the Governing Documents.

9.2.43. Declarant Exemption. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its Affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and its Affiliates is essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied residential community established as rapidly as possible, neither the Owners, nor the Association nor the Architectural Control Committee shall do anything whatsoever to interfere with any of Declarant's or its Affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or its Affiliates, or the sale, rental and/or other transfer of Homes by Declarant or its Affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of Edgestone at Artisan Lakes and the Homes therein.

In general, the restrictions and limitations set forth in this Article 9 shall not apply to Declarant or to Lots and Homes owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article 9 in addition to whatever remedies at law to which it might be entitled.

#### 10. DAMAGE OR DESTRUCTION TO COMMON AREA AND COMMON STRUCTURAL ELEMENTS

Damage to or destruction of all or any portion of the Common Area shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

10.1. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area and/or the Common Structural Elements (and electrical, plumbing and HVAC but excluding appliances, cabinets and any personal property), then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.

10.2. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars (\$25,000.00) or less, then the Association shall cause the Common Area and/or the Common Structural Elements (and electrical, plumbing and HVAC but excluding appliances, cabinets and any personal property) to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles 5 and 6 herein.

10.3. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Common Area and/or the Common Structural Elements (and electrical, plumbing and HVAC but excluding appliances, cabinets and any personal property) exceeds said proceeds by over Twenty-Five Thousand Dollars (\$25,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (a) to rebuild and restore either: (i) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (ii) in a manner less expensive, and in the event of (i) or (ii) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against the Owners in the Building(s) which have been damaged; or (b) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area and/or the Common Structural Elements (and electrical, plumbing and HVAC but excluding appliances, cabinets and any personal property) shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant as long as Declarant owns any portion of the Property.

10.4. Each Owner shall be liable to the Association for any damage to the Common Area and/or the Common Structural Elements (and electrical, plumbing and HVAC) not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, lessees, invitees and guests, both minors and adults.

10.5. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

## 11. INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

### 11.1. By the Owners.

Each Owner shall purchase and maintain the following insurance coverages subject to the following provisions on their respective Homes, including the Common Structural Elements contained therein:

#### 11.1.1. Casualty Insurance.

Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements on the Lot and personal property now or hereafter located upon the Lot, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Property in developments similar to Edgestone at Artisan Lakes in construction, location and use.

The Association has the right, but not the obligation, to force place casualty insurance on any Home if the Owner thereof fails to provide evidence of casualty insurance to the Association and bill the Owners for the premium for such casualty insurance as a Benefited Assessment, and will have lien rights against the Home if the Owner fails to pay such Benefited Assessment.

#### 11.1.2. Public Liability Insurance.

A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot within the Property, Declarant as additional named

insureds thereof insuring against any and all claims or demands made by any Person or Persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Lot and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one Person for any one occurrence; not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by more than one Person for any one occurrence; and for not less than Fifty Thousand Dollars (\$50,000.00) property damage per occurrence with no separate limits stated for the number of claims.

#### 11.1.3. Other Insurance.

Each Owner may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Owner shall determine to be required or beneficial for the protection or preservation of the Owner's Lot and any Improvements now or hereafter located thereon or in the best interests of the Owner.

#### 11.1.4. Cancellation or Modification.

All insurance policies purchased by the Owners shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

### 11.2. By the Association.

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

#### 11.2.1. Casualty Insurance.

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

To the extent the Association doesn't obtain insurance, the Owners shall be responsible for obtaining casualty insurance. The Association has the right, but not the obligation, to force place casualty insurance on any Home if the Owner thereof fails to provide evidence of casualty insurance to the Association and bill the Owners for the premium for such casualty insurance as a Benefited Assessment, and will have lien rights against the Home if the Owner fails to pay such Benefited Assessment.

States mail, postage prepaid, to: (i) each Owner, at the address of the Person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619, Attention: Association President, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619, with a copy to Taylor Morrison of Florida, Inc., Attention: General Counsel, 1211 N. Westshore Boulevard, Suite 502, Tampa, Florida 33607, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

### 12.3. Enforcement.

The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party.

### 12.4. Interpretation.

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

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

### 12.5. Severability.

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope

thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

#### 12.6. Certain Rights of Declarant.

Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself, and Declarant and its nominees shall have, the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Edgestone at Artisan Lakes, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Property and show Homes, and Declarant further reserves the right to make repairs to the Property and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Property and shall remain the property of Declarant. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Property (including, without limitation, all drainage and utility easements whether located on a Lot or Common Area) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Edgestone at Artisan Lakes and all Improvements therein for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements. This Section 12.6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Governing Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 12.6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan

INJURIES OR DEATHS WHATSOEVER ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF EDGESTONE AT ARTISAN LAKES HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF EDGESTONE AT ARTISAN LAKES.

12.7. Disputes as to Use.

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

12.8. Amendment and Modification.

The process of amending or modifying this Declaration shall be as follows:

12.8.1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Edgestone at Artisan Lakes; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

12.8.2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

12.8.3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

12.8.4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Governing Documents without the specific written approval of such party affected thereby. Finally,

notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 12.6 and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

12.8.5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.

12.8.6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendment(s) to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying said Institutional Mortgagee's development criteria or such other criteria as may be established by such Institutional Mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such filed amendment(s) must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

12.8.7. Any proposed amendment to this Declaration which would affect the Surface Water and Storm Water Management System shall be submitted to the Water Management District for a determination of whether the proposed amendment necessitates a modification of the Water Management District Permit.

#### 12.9. Delegation.

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

#### 12.10. Term.

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by the Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this

Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event of termination, dissolution or final liquidation of the Association, the Surface Water and Storm Water Management System will be transferred to and maintained by one of the entities identified in the Water Management District's Environmental Resource Permit Applicant's Handbook Volume I sections 12.3.1(a) through (f), who has the powers listed in sections 12.3.4(b)1 through 8, the covenants and restrictions required in sections 12.3.4(c)1 through 9, and the ability to accept responsibility for the operation and routine custodial maintenance of the Surface Water and Storm Water Management System described in sections 12.3.4(d)1 or 2 prior to its dissolution.

#### 12.11. Rights of Mortgagees.

12.11.1. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Governing Documents and the books, records and financial statements of the Association to the Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association. A mortgagee shall be entitled to receive timely written notice of any proposed action that requires the consent of a specified percentage of mortgagees. To be entitled to receive notices under this Section 12.11, the mortgagee (or mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the address of the Lot on which it has (or insures or guaranties) the mortgage.

12.11.2. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

- (a) Any condemnation, loss or casualty loss which affects any material portion of the Property;
- (b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and
- (d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Governing Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

12.11.3. **Right of Listed Mortgagee to Receive Financial Statement.** Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

12.12. **Approval of Association Lawsuits by Owners.**

Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Governing Documents, for which the Owners will be responsible, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

- (a) the collection of Assessments;
- (b) the collection of other charges which the Owners are obligated to pay pursuant to the Governing Documents;
- (c) the enforcement of the use and occupancy restrictions contained in the Governing Documents;
- (d) the enforcement of Association rules;
- (e) the enforcement of the Architectural Guidelines;
- (f) the enforcement of a contract entered into by the Association with vendors providing services to the Association;
- (g) dealing with an emergency when waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Common Area or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths (3/4) of the Members); and
- (h) filing a compulsory counterclaim.

12.13. **Compliance With Provisions.**

Every Person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such Person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person other than Declarant.

This Instrument Prepared by and after Recording return to:  
(enclose self-addressed stamped envelope):

Mark F. Grant, Esq.  
Greenspoon Marder LLP  
5150 North Tamiami Trail  
Suite 502, Newgate Tower  
Naples, FL 34103  
(239) 659-1103

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

**SUPPLEMENTAL DECLARATION TO THE MASTER DECLARATION OF  
COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
ARTISAN LAKES**

This SUPPLEMENTAL DECLARATION TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ARTISAN LAKES (“Supplemental Declaration”) is made this 25 day of June, 2019, by TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, L.L.C., a Florida limited liability company (“Declarant”).

WHEREAS, Declarant recorded that certain Master Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes on September 8, 2014, in Official Records Book 2535, Pages 5469 through 5561, of the Public Records of Manatee County, Florida, as the same has been amended and supplemented (the “Master Declaration”); and

WHEREAS, the Master Declaration subjects the Property described in Exhibit “A” thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Section 8.1 of the Master Declaration provides that Declarant may, from time to time, add any additional property to the Property governed by the Master Declaration by recording a Supplemental Declaration describing the additional property being subjected; and

WHEREAS, Declarant desires to subject the property described on Exhibit “A” attached hereto and made a part hereof (“Additional Property”) to the provisions of the Master Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Artisan Lakes as herein specifically provided.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a “Supplemental Declaration” as defined in the Master Declaration) and hereby declares that the Additional Property shall be deemed a portion of the “Property” under the Master Declaration and that the Additional Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Master Declaration as modified by this Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.
2. The definitions provided in the Master Declaration are incorporated herein by reference.
3. The Additional Property described on Exhibit "A" to this Supplemental Declaration is hereby designated a part of Artisan Lakes and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Master Declaration.
4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Master Declaration as fully as though it were originally designated as such in the Master Declaration.
5. Exhibit "E" to the Master Declaration, the 10 year Fiscal Program, is hereby deleted and replaced with the revised 10 year Fiscal Program attached hereto as Exhibit "B" and incorporated herein by this reference.
6. Reference is made to Exhibit "F" to the Master Declaration for the Maintenance Program, which does not need to be revised based on the addition of this Additional Property as same was prepared based on a full build-out of Artisan Lakes and has not changed since the recording of the Master Declaration.
7. The Notice to Buyer (Exhibit "G" to the Master Declaration) is attached hereto as Exhibit "C" and incorporated herein by this reference. Each Lot within the Additional Property will contain one street tree as required by the County.
8. Attached as Exhibit "D," and incorporated herein by this reference, is the Right of Entry and Compliance with the Land Development Code providing for rights and duties of Owners and the County.
9. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Artisan Lakes Master Association, Inc., the provisions of this Supplemental Declaration shall control. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Master Declaration, the provisions of the Master Declaration shall control.



**EXHIBIT "A"**

**Legal Description of Property**

ALL PROPERTY SHOWN ON THAT CERTAIN PLAT OF ARTISAN LAKES PARCEL J, PHASES I & II, RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, LESS AND EXCEPT TRACTS F-5 AND F-6 AND ANY PROPERTY DEDICATED TO THE PUBLIC THEREON.

**EXHIBIT "B"**

**10 YEAR FISCAL PROGRAM OF  
ARTISAN LAKES MASTER ASSOCIATION, INC.**

Artisan Master Association  
10 YR Projected Budget

Unit	1885	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>INCOME</b>											
4100 Operating Assessment- Total	670,744.84	690,867.19	711,593.20	732,941.00	754,929.23	777,577.10	800,904.42	824,931.55	849,679.50	875,169.88	901,424.98
	870,744.84	890,867.19	911,593.20	932,941.00	954,929.23	977,577.10	1,000,904.42	1,024,931.55	1,049,679.50	1,075,169.88	1,101,424.98
<b>EXPENSE</b>											
Acc'l Administrative	4,000.00	4,120.00	4,243.60	4,370.91	4,502.04	4,637.10	4,776.21	4,919.35	5,067.06	5,219.09	5,375.67
5010 Accounting-Annual Audit	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55	2,388.10	2,459.75	2,533.54	2,609.55	2,687.83
5150 Legal	104,058.00	107,179.74	110,395.13	113,706.99	117,118.20	120,631.74	124,250.69	127,978.21	131,817.56	135,772.09	139,845.25
5235 Computer Support/Network	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5270 Bank Charges/Coupon Books	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
5300 Engineering Services	1,200.00	1,236.00	1,273.08	1,311.27	1,350.61	1,391.13	1,432.86	1,475.85	1,520.12	1,565.73	1,612.70
Miscellaneous Administrative Exp.	1,449.84	1,493.34	1,538.14	1,584.28	1,631.81	1,681.76	1,734.18	1,789.05	1,846.36	1,906.11	1,968.46
5330 Office Operation Expenses	5,000.00	5,160.00	5,304.50	5,463.64	5,627.54	5,796.37	5,970.26	6,149.37	6,333.85	6,523.87	6,719.58
	117,707.84	121,239.08	124,976.28	128,922.53	132,461.21	135,485.86	139,019.32	142,058.80	145,608.77	148,678.03	152,262.03
Administrative Total	117,707.84	121,239.08	124,976.28	128,922.53	132,461.21	135,485.86	139,019.32	142,058.80	145,608.77	148,678.03	152,262.03
<b>Insurance</b>											
5410 Insurance-Property	9,850.00	10,145.50	10,449.87	10,763.36	11,086.26	11,418.85	11,761.42	12,114.26	12,477.68	12,852.02	13,237.58
Insurance-D&O/Health	10,000.00	10,300.00	10,609.00	10,927.27	11,255.09	11,592.74	11,940.52	12,298.74	12,667.70	13,047.73	13,439.16
5415 Insurance-Liability	5,200.00	5,356.00	5,516.68	5,682.18	5,852.65	6,028.23	6,209.07	6,395.34	6,587.20	6,784.82	6,988.37
Fuel Policy Amount	25,050.00	25,801.50	26,576.55	27,372.31	28,194.00	29,039.82	29,911.01	30,808.34	31,732.59	32,684.57	33,665.11
<b>Maintenance</b>											
5605 GROUNDS CONTRACT-COMMON AREAS	251,000.00	258,530.00	266,285.90	274,274.48	282,502.71	290,977.79	299,707.13	308,688.34	317,959.28	327,498.07	337,323.01
5615 STORM CLEAN UP	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55	2,388.10	2,459.75	2,533.54	2,609.55	2,687.83
5620 GROUNDS-SO/PLANT REPLACEMENT	23,000.00	23,600.00	24,400.70	25,132.72	25,896.70	26,663.30	27,463.20	28,287.10	29,135.71	30,009.78	30,910.08
5625 GROUNDS-TREE TRIMMING	13,500.00	13,900.00	14,322.15	14,751.81	15,194.37	15,650.20	16,119.71	16,603.30	17,101.40	17,614.44	18,142.87
5630 GROUNDS-MULCH	80,000.00	82,400.00	84,872.00	87,418.18	90,040.70	92,741.93	95,524.61	98,389.91	101,341.61	104,381.85	107,513.31
5640 GROUNDS-IRRIGATION MAINTENANCE	50,000.00	51,500.00	53,045.00	54,636.35	56,275.44	57,963.70	59,702.61	61,493.69	63,338.50	65,238.66	67,195.82
5655 MASTER IRRIGATION PUMP MAINTENANCE	45,000.00	46,350.00	47,740.50	49,172.72	50,647.90	52,167.33	53,734.35	55,344.32	57,000.65	58,714.79	60,476.24
5660 IRRIGATION WATER	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00	6.00
5715 LAKE MAINTENANCE-CONTRACT	5,925.00	6,102.75	6,285.83	6,474.41	6,668.64	6,868.70	7,074.76	7,287.00	7,505.61	7,730.78	7,962.70
5900 DECORATIONS (HOLIDAY)	6,500.00	6,650.00	6,805.85	7,102.73	7,315.81	7,535.28	7,761.34	7,994.18	8,234.01	8,481.03	8,735.46
5905 R&M: ENTRY PUMPS	3,000.00	3,050.00	3,162.70	3,278.18	3,376.53	3,477.82	3,582.16	3,689.62	3,800.31	3,914.32	4,031.75
5915 R&M: WETLAND BUFFER	4,200.00	4,326.00	4,455.78	4,589.45	4,727.14	4,868.95	5,015.02	5,165.47	5,320.43	5,480.05	5,644.45
6000 R&M: General Maintenance	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55	2,388.10	2,459.75	2,533.54	2,609.55	2,687.83
6005 STREET LIGHT MAINTENANCE	8,500.00	8,755.00	9,017.65	9,288.18	9,566.82	9,853.83	10,149.44	10,453.93	10,767.55	11,090.57	11,423.29
	484,625.00	499,483.75	514,747.86	530,490.09	546,704.80	563,406.94	580,608.12	608,328.38	626,576.35	645,373.44	664,734.84
<b>Utilities Total</b>	484,625.00	499,483.75	514,747.86	530,490.09	546,704.80	563,406.94	580,608.12	608,328.38	626,576.35	645,373.44	664,734.84
<b>Utilities Total-</b>											
6610 Electric Street Lights	7,500.00	7,725.00	7,956.75	8,195.45	8,441.32	8,694.56	8,955.39	9,224.05	9,500.78	9,785.80	10,079.37
6615 Electric-Other	25,000.00	25,750.00	26,522.50	27,318.18	28,137.72	28,981.85	29,851.31	30,746.65	31,669.25	32,619.33	33,597.91
6705 Telephone- Site	800.00	824.00	848.72	874.18	900.41	927.42	955.24	983.90	1,013.42	1,043.82	1,075.13
	33,300.00	34,299.00	35,327.97	36,387.81	37,479.44	38,603.83	39,761.94	40,954.80	42,183.44	43,448.95	44,752.42
<b>Miscellaneous</b>											
7000 Taxes: Income/Federal-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7100 Corp Report- Annual Fee	62.00	63.86	65.78	67.75	69.78	71.87	74.03	76.25	78.54	80.90	83.32
7350 Property Tax: Parks/Club-	62.00	63.86	65.78	67.75	69.78	71.87	74.03	76.25	78.54	80.90	83.32
Miscellaneous Total	62.00	63.86	65.78	67.75	69.78	71.87	74.03	76.25	78.54	80.90	83.32
<b>Total Operating Expenses</b>	670,744.84	690,867.19	711,593.20	732,941.00	754,929.23	777,577.10	800,904.42	824,931.55	849,679.50	875,169.88	901,424.98
8000 Reserve Contribution- (Roadway, Pumps, Entry)	51,873.16	53,429.35	55,032.24	56,683.20	58,383.70	60,135.21	61,939.27	63,797.44	65,711.37	67,682.71	69,713.19
<b>Total Owner Expenses</b>	722,618.00	744,296.54	766,625.44	789,624.20	813,312.93	837,712.31	862,843.69	888,728.99	915,390.86	942,852.59	971,138.17
<b>Artisan Lakes Master HOA Assessment:</b>											
Per Unit Assessment	Annual	Annual	Annual	Annual	Annual						
	375.00	397.83	409.77	422.06	434.72	447.77	461.20	475.03	489.29	503.96	519.11

**EXHIBIT "C"**  
**NOTICE TO BUYERS**

To the purchasers of Lots in Artisan Lakes, Manatee County, Florida (the "Property"), you are hereby notified that the purchase of your Lot is subject to:

1. The Master Documents, a copy of which is provided upon execution of your contract to purchase.
2. If purchasing Lot 183 or 184, you will also be subject to the Community Declaration of Covenants, Conditions, Restrictions and Easements for Eaves Bend at Artisan Lakes ("Community Declaration") and all exhibits thereto, a copy of which is provided upon execution of your contract to purchase.
3. If purchasing one of Lots 1 through 182, you will also be subject to the Declaration of Protective Covenants, Conditions and Restrictions for Artisan Lakes Townhomes ("Townhome Declaration") and all exhibits thereto, a copy of which is provided upon execution of your contract to purchase.
4. Ownership of Lot 183 or 184 in Artisan Lakes Parcel J automatically makes you a Member of the Eaves Bend at Artisan Lakes Community Association, Inc. ("Community Association"), which controls the Community in which your Home is located. The Community Association which controls the neighborhood which your Home is located is a Member of the Artisan Lakes Master Association, Inc. ("Master Association"), and you are subject to the Master Documents. The Voting Representatives of the Master Association representing the Community Association(s) are entitled to cast votes in the affairs of the Master Association on behalf of the Community they represent. Please refer to the Membership categories described in Article VI.
5. Ownership of Lots 1 through 182 in Artisan Lakes Parcel J automatically makes you a Member of the Artisan Lakes Townhome Association, Inc. ("Townhome Association"), which controls the Community in which your Home is located. The Townhome Association which controls the neighborhood which your Home is located is a Member of the Artisan Lakes Master Association, Inc. ("Master Association"), and you are subject to the Master Documents. The Voting Representatives of the Master Association representing the Townhome Association are entitled to cast votes in the affairs of the Master Association on behalf of the Community they represent. Please refer to the Membership categories described in Article VI.
6. The Master Association and/or the CDD own and control the Common Property as described in the List of Holdings (Exhibit "H" to the Master Declaration), and have the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Master Documents. A proposed ten (10) year Fiscal Program is included as Exhibit "B" to this Supplemental Declaration to provide adequate funds for the Master Association.

7. The initial Assessment by Artisan Lakes Master Association, Inc. is \$375.00 annually, each due in quarterly installments, and are collected by the Community Association and/or the Townhome Association, as applicable. You are notified hereby that the Master Association may increase that amount as may be required to maintain the Common Property.
8. The Property appears to lie in Flood Zones "X," "AE" and "A", per Flood Insurance Rate Map for Manatee County, Florida (Unincorporated Areas), Community Panel Number 12081C0157E, effective March 17, 2014. An accurate zone determination should be made by the preparer of the map, the Federal Emergency Management Agency, or the Local Governmental Agency having jurisdiction over such matters prior to any judgments being made for the Zone as noted. The reference Federal Emergency Management Agency Map states in the Notes to User that, "This map is for insurance purposes only".
9. Section 12.2, of this Master Declaration lists the following setbacks for all Lots, as required by Manatee County: Lot setbacks shall be as follows:
  - A. Single-Family Detached Units (40 ft. Lot width): front minimum setback of 20', side minimum setbacks of 5', rear yard minimum setback of 10', a maximum height of 35' and a minimum lot size of 4,400 square feet.
  - B. Single-Family Detached Units (zero lot line): front minimum setback of 20', and the side entry alternative allows a side setback of 9'/1' minimum with a building separation of no less than 10', rear yard minimum setback of 10', a maximum height of 35' and a minimum lot size of 4,400 square feet.
  - C. Single-Family Semi-Detached (two attached units): front minimum setback of 20', with a minimum side setback between buildings of 10', rear yard minimum setback of 10', a maximum height of 35' and a minimum lot size of 2,000 square feet.
  - D. Single-Family Attached (townhouse/attached villa) (three or more attached units): front minimum setback of 20', with a minimum side setback between buildings of 20', rear yard minimum setback of 10', a maximum height of 35' and a minimum lot size of 1,200 square feet.
  - E. Multi-Family: front minimum setback of 25', side minimum setbacks of 10', rear yard minimum setback of 25', and a maximum of 3 stories and height of 35'.
  - F. Residential Accessory Structures: front minimum setback of 5', side minimum setbacks of 5', rear yard minimum setback of 5', and a maximum height of 35'.
10. Artisan Lakes Master Association, Inc., and/or the CDD are obligated to maintain, to oversee and provide for the continued, phased removal of nuisance, exotic plant species that become reestablished within the Common Property as designated at the time of platting the Property

for the life of the community consistent with Section 701.4 (f.k.a. 715.4) of the Manatee County Land Development Code.

11. The location of Artisan Lakes is such that there may be neighboring agricultural uses, which may possibly include pesticides and herbicides and may have odors and noises associated with such uses.
12. The Manatee County Land Development Code requires street trees, which must be installed prior to a certificate of occupancy being issued. Each Lot within the Property being subject to this Master Declaration will contain one (1) street tree per frontage. The required tree(s) are to be planted within 25 ft. of the property line(s) abutting any dedicated road right-of-way. The trees shall be spaced no closer together than twenty-five (25) feet. The maintenance of the street trees shall be the responsibility of the Master Association; however, the Lot Owner shall be responsible for proper root pruning to avoid interference of the tree's roots with sidewalks, utilities, foundations of other improvements constructed on the Lots due to the natural growth of street trees.
13. Owners of Lots which are required to have sidewalks per subdivision construction plans approved for Artisan Lakes shall be responsible for the installation of such sidewalks. These sidewalks shall be constructed in the right of way or easement, as set forth in the Manatee County rules and regulations. Declarant, as the owner of the Lot prior to the issuance of a certificate of occupancy, will install the required sidewalks within Artisan Lakes.
14. Each Lot Owner within Artisan Lakes at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water or Storm Water Management System approved and on file with the SWFWMD.
15. Please take note of the following: the development of land in Manatee County is governed by various federal, state and local laws, rules and regulations, including, but not limited to, the Manatee County Land Development Code. All alterations must comply with these regulations, which may be more restrictive than this Master Declaration.
16. Visibility Triangles must be maintained pursuant to Section 1002 (f.k.a. 713) of the Manatee County Land Development Code.
17. **THE ARTISAN LAKES EAST COMMUNITY DEVELOPMENT DISTRICT (AS TO LOTS 183 AND 184) MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSEMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

18. Pursuant to Section 12.6, of the Master Declaration, a right of entry upon the Common Property has been granted to the County and other governmental law enforcement officers, health and pollution control personnel, emergency medical service personnel and firefighting personnel, and to governmental suppliers of utilities, while in the pursuit of their duties. All such governmental personnel were further granted authority to enforce cleared emergency vehicle access in the performance of their duties to the extent the same may be reasonably necessary.
19. There are several commercial parcels in the Gateway North DRI on the southeast side of Artisan Lakes Parkway that are outside the Communities of Artisan Lakes that are currently approved to allow a maximum of 445,200 square feet of commercial space, 397,500 square feet of office/warehouse space and 960,500 square feet of office space. The current approvals are subject to change by the owner(s) of such parcel(s) (not Declarant) contingent on governmental approvals.
20. Agreements for the Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned and Maintained Developments ("POMD"), between Manatee County, Declarant and Artisan Lakes Master Association, Inc., have been recorded in Official Records Book 2535, Page 5384.
21. Certain collector roadways are near or along the boundary of Artisan Lakes and include Moccasin Wallow Road, which roadway is planned to be extended to six (6) lanes; Artisan Lakes Parkway which is planned to be constructed as a four (4)-lane divided roadway from Moccasin Wallow Road to Drive #1 as shown in Ordinance 10-44; Artisan Lakes Parkway from Drive #1 as shown in Ordinance 10-44 to Buckley Road is planned to be constructed as a two (2)-lane divided roadway; and Artisan Lakes Parkway from Drive #1 to Buckeye Road is planned to be expanded to an additional two (2) lanes to create a four (4)-lane divided roadway.
22. The planned thoroughfare to Artisan Lakes, Moccasin Wallow Road, and planned collector roadways near or around the boundary of Artisan Lakes may have noise associated with the construction, expansion and use thereof.
23. The Plat of Artisan Lakes Phase J, Phases I & II, contains wetlands, wetland buffers and upland preservation areas which are regulated in accordance with Section 706 of the Manatee County Land Development Code. Unless permitted by the Manatee County Land Development Code, the following acts are expressly prohibited within the wetlands, wetland buffers and upland preservation areas without the prior consent of Manatee County:
  - Development, as defined by the Manatee County Land Development Code.
  - Construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground.
  - Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or authorizations.

- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
  - Removal, mowing or trimming of trees, shrubs or other vegetation.
  - Application of herbicides, pesticides, or fertilizers.
  - Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
  - Surface use except for purposes that permit the land or water areas to remain in its natural condition.
  - Planting of vegetative material that is not native to the Southwest region of Florida.
24. The Grading and Drainage Plan for the Property has been recorded in Official Records Book 2, Pages 184-191, of the Public Records of Manatee County, Florida.
25. The County and Artisan Lakes Master Association, Inc. have entered into an Agreement for the Maintenance of Right-of-Way Islands installed on public right(s)-of-way which has been recorded in Official Records Book 2535, Page 5405, of the Public Records of the County.
26. The Right of Entry and Compliance with the Land Development Code providing for rights and duties of Owners and the County for the Property has been recorded in Official Records Book \_\_\_\_\_, at Page \_\_\_\_\_, of the Public Records of Manatee County, Florida.
27. Allowed uses within the Gateway North (aka Artisan Lakes) DRI include the potential for telecommunication towers within the DRI, including residential and recreation areas.
28. Pursuant to Manatee County Ordinance No. PDMU-91-01(G)(R5), Parcel Q of the Gateway North (aka Artisan Lakes) DRI is approved for use as a proposed school site. Parcel M of the Gateway North (aka Artisan Lakes) DRI may contain a public school, a public charter school, or a private school in lieu of residential units. This school on Parcel M would be in addition to the school on Parcel Q.

The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of this Master Declaration, or any Home or Lot sales contract between a purchaser and Declarant.

EXHIBIT "D"

RIGHT OF ENTRY AND COMPLIANCE WITH  
MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 15-17 adopted on June 4, 2015 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Three of the Land Development Code, Section 336.4 (f.k.a. Ordinance 90-01, Chapter Nine, Section 909.5), and are hereby incorporated as part of the Master Declaration of Covenants, Conditions, Restrictions and Easements for Artisan Lakes.

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Area as may be necessary to perform those duties.
- II. **Ownership of the Common Area.** Notwithstanding anything herein contained to the contrary, the Master Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Area, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Area.** No lands in the Common Area shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Master Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed on a prorated basis, and such charges will be made payable by Owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the Lot if unpaid at the end of such period.
- V. **Compliance with Law.** Notwithstanding any other provision of the Master Declaration, no violation of federal, state, or local law shall be permitted.
- VI. **Amendment.** Notwithstanding any other provision of the Master Declaration relating to amendments, neither this Exhibit, nor any provision of the Master Declaration affecting this Exhibit, may be amended without the written consent of Manatee County.

Return to: (enclose self-addressed stamped envelope)

Angela Tompkins, Paralegal  
Greenspoon Marder LLP  
5150 North Tamiami Trail  
Suite 502, Newgate Tower  
Naples, FL 34103

This Instrument Prepared by:

Mark F. Grant, Esq.  
Greenspoon Marder LLP  
5150 North Tamiami Trail  
Suite 502, Newgate Tower  
Naples, FL 34103  
(239) 659-1103

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**AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE  
COMMUNITY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS  
AND EASEMENTS FOR  
EAVES BEND AT ARTISAN LAKES**

This AMENDMENT AND SUPPLEMENTAL DECLARATION TO THE COMMUNITY DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR EAVES BEND AT ARTISAN LAKES (“Amendment and Supplemental Declaration”) is made this 25 day of June, 2019, by TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, L.L.C., a Florida limited liability company (“Declarant”).

WHEREAS, Declarant recorded that certain Community Declaration of Covenants, Conditions, Restrictions and Easements for Eaves Bend at Artisan Lakes on November 9, 2017, in Official Records Book 2700, Page 2734, of the Public Records of Manatee County, Florida, as the same has been amended (the “Community Declaration”); and

WHEREAS, the Community Declaration subjects the property described in Exhibit “A” thereto to the easements, restrictions, covenants and conditions of the Community Declaration; and

WHEREAS, Section 10.1 of the Community Declaration provides that Declarant may, from time to time, add property to the Community Declaration by recording a Supplemental Declaration describing the property being subjected; and

WHEREAS, Declarant desires to subject the property described on Exhibit “A” attached hereto and made a part hereof (“Additional Property”) to the provisions of the Community Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Eaves Bend at Artisan Lakes as herein specifically provided; and

WHEREAS, the Community Declaration provides in Section 19.1 that until termination of the Class "B" Control Period, Declarant may unilaterally amend the Community Declaration for any purpose which does not materially adversely affect title to any Lot; and

WHEREAS, the Class "B" Control Period has not been terminated of the date of this Amendment and Supplemental Declaration; and

WHEREAS, this Amendment and Supplemental Declaration does not materially adversely affect title to the Lots.

NOW, THEREFORE, Declarant hereby makes this Amendment and Supplemental Declaration and hereby declares that the Additional Property shall be deemed a portion of the "Property" under the Community Declaration and that the Additional Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Amendment and Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.
2. The definitions provided in the Community Declaration are incorporated herein by reference.
3. The Additional Property described on Exhibit "A" to this Amendment and Supplemental Declaration is hereby designated a part of Eaves Bend at Artisan Lakes and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Amendment and Supplemental Declaration and the Community Declaration.
4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Amendment and Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Community Declaration as fully as though it were originally designated as such in the Community Declaration.
5. Exhibit "E" to the Community Declaration, the 10 year Fiscal Program, is hereby deleted and replaced with the revised 10 year Fiscal Program attached hereto as Exhibit "B" and incorporated herein by this reference.
6. Reference is made to Exhibit "F" to the Community Declaration for the Maintenance Program, which does not need to be revised based on the addition of this Additional Property as same was prepared based on a full build-out of Eaves Bend at Artisan Lakes and has not changed since the recording of the Community Declaration.

7. The Notice to Buyer (Exhibit "G" to the Community Declaration) is attached hereto as Exhibit "C" and incorporated herein by this reference. Each Lot within the Additional Property will contain one street tree as required by the County.

8. Exhibit "H" to the Community Declaration, the List of Holdings, is hereby deleted and replaced with the revised List of Holdings attached hereto as Exhibit "D" and incorporated herein by this reference.

9. Article XIII of the Declaration is hereby amended to add a new subsection 13.15 to read as follows:

**13.15. Easement to Edgewater at Artisan Lakes Community Association, Inc.**

Declarant hereby grants a perpetual non-exclusive easement for access, ingress, and egress over the Roadways described as Tract "A-10", Artisan Lakes Eaves Bend, Phase I, Subphases A-K, recorded in Plat Book 62, Page 58, and Tract "A-13", Artisan Lakes Parcel J, Phases I & II, as described in Exhibit "A" attached hereto, to the owners, their guests, invitees and lessees, of the Edgewater at Artisan Lakes Community Association, Inc., described as Lots through 1 through 182, Artisan Lakes Parcel J, Phases I & II, as described in Exhibit "A" attached hereto, for access to Artisan Lakes Parkway, a public right-of-way.

9. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Eaves Bend at Artisan Lakes Community Association, Inc., the provisions of this Amendment and Supplemental Declaration shall control. Except as otherwise specifically set forth in this Amendment and Supplemental Declaration, in the event of any conflict between the provisions of this Amendment and Supplemental Declaration and the provisions of the Community Declaration, the provisions of the Community Declaration shall control.

IN WITNESS WHEREOF, Declarant has executed this Amendment and Supplemental Declaration on the day, month and year first above written.

TAYLOR WOODROW COMMUNITIES AT  
ARTISAN LAKES, L.L.C.,  
a Florida limited liability company

By: TAYLOR MORRISON OF FLORIDA, INC.,  
a Florida corporation, its managing member

[Signature]  
Print Name Carlos de la Osa

By: [Signature]  
Printed Name: Andrew "Drew" Miller  
Its: V.P.

[Signature]  
Print Name Alexa Diane

(SEAL)

STATE OF FLORIDA            )  
  ) SS  
COUNTY OF HILLSBOROUGH )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Andrew "Drew" Miller, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, the managing member of TAYLOR WOODROW COMMUNITIES AT ARTISAN LAKES, L.L.C., a Florida limited liability company, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 15 day of June, 2019.

[Signature]  
Notary Public, State of Florida at Large  
Kiera Calhoun

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public



**EXHIBIT "A"**

**Legal Description of Property**

LOTS 183 AND 184, AND TRACTS "A-13", "B-59", "B-60", "B-66" AND "B-67", ARTISAN LAKES PARCEL J, PHASES I & II, RECORDED IN PLAT BOOK \_\_\_\_\_, PAGES \_\_\_\_\_ THROUGH \_\_\_\_\_, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA.

EXHIBIT "B"

**10 YEAR FISCAL PROGRAM OF  
EAVES BEND AT ARTISAN LAKES COMMUNITY ASSOCIATION, INC.**

Eaves Bend at Artisan Lakes  
10 YR Projected Budget

Units	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>INCOME</b>											
Operating Assessment-	754,073.51	776,695.72	799,996.59	823,996.48	848,716.38	874,177.87	900,403.21	927,415.30	955,237.76	983,894.89	1,013,411.74
Reserve Contribution	96,054.49	98,936.12	101,904.21	104,961.33	108,110.17	111,353.48	114,694.08	118,134.91	121,678.95	125,329.32	129,089.20
Master Assessment	283,125.00	291,618.75	300,367.31	309,378.33	318,659.68	328,219.47	338,066.06	348,208.04	358,654.28	369,413.91	380,496.32
<b>Total</b>	<b>1,133,253.00</b>	<b>1,167,250.59</b>	<b>1,202,268.11</b>	<b>1,238,336.15</b>	<b>1,275,486.24</b>	<b>1,313,750.82</b>	<b>1,353,163.35</b>	<b>1,393,758.25</b>	<b>1,435,571.00</b>	<b>1,478,638.12</b>	<b>1,522,897.27</b>
<b>EXPENSE</b>											
<b>Administrative</b>											
Accounting (Audit/Tax Prep)	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54	5,796.37	5,970.26	6,149.37	6,333.85	6,523.87	6,719.58
Management Fee	86,070.00	88,652.10	91,311.66	94,051.01	96,872.54	99,778.72	102,772.08	105,855.24	109,030.90	112,301.83	115,670.88
Legal Fees	3,000.00	3,090.00	3,162.70	3,276.18	3,376.53	3,477.82	3,582.16	3,689.62	3,800.31	3,914.32	4,031.75
Payroll	132,800.00	136,784.00	140,887.52	145,114.15	149,467.57	153,951.60	158,570.14	163,327.25	168,227.07	173,273.86	178,472.10
Licenses	1,000.00	1,030.00	1,060.90	1,092.73	1,125.51	1,159.27	1,194.05	1,229.87	1,266.77	1,304.77	1,343.92
Computer Support Network	1,200.00	1,236.00	1,273.08	1,310.61	1,350.61	1,391.13	1,432.86	1,475.85	1,520.12	1,565.73	1,612.70
Bank Charges/Coupon Books	4,530.00	4,665.90	4,805.88	4,950.05	5,098.55	5,251.51	5,409.06	5,571.33	5,738.47	5,910.62	6,087.94
Website/Mass Email Server	1,800.00	1,854.00	1,909.62	1,966.91	2,025.92	2,086.68	2,149.29	2,213.77	2,280.19	2,348.59	2,419.05
Music-Club and Pool	3,700.00	3,811.00	3,925.33	4,043.09	4,164.38	4,289.31	4,417.99	4,550.53	4,687.05	4,827.66	4,972.49
Annual Corporate Report	62.00	63.96	65.78	67.75	69.78	71.87	74.03	76.25	78.54	80.90	83.32
Office Expense	6,092.51	6,275.29	6,463.54	6,657.45	6,857.17	7,062.89	7,274.78	7,493.02	7,717.81	7,949.34	8,187.82
<b>Administrative Total</b>	<b>245,254.51</b>	<b>252,612.15</b>	<b>260,190.51</b>	<b>267,996.22</b>	<b>276,036.11</b>	<b>284,317.20</b>	<b>292,846.71</b>	<b>301,632.11</b>	<b>310,601.08</b>	<b>320,001.51</b>	<b>329,891.55</b>
<b>Insurance</b>											
Insurance-Property	33,418.00	34,420.54	35,453.16	36,516.75	37,612.25	38,740.62	39,902.84	41,099.92	42,332.92	43,602.91	44,911.00
Insurance-D&I/Fidelity	10,000.00	10,300.00	10,609.00	10,927.27	11,255.09	11,592.74	11,940.52	12,298.74	12,667.70	13,047.73	13,439.16
Insurance-Liability	7,000.00	7,210.00	7,426.30	7,649.09	7,878.56	8,114.92	8,358.37	8,608.12	8,867.39	9,133.41	9,407.41
<b>Insurance Total</b>	<b>50,418.00</b>	<b>51,930.54</b>	<b>53,488.46</b>	<b>55,093.11</b>	<b>56,745.90</b>	<b>58,448.28</b>	<b>60,201.73</b>	<b>62,007.78</b>	<b>63,866.01</b>	<b>65,784.05</b>	<b>67,757.56</b>
<b>Maintenance</b>											
Grounds Maint.-Common Areas	87,500.00	90,125.00	92,828.75	95,613.61	98,482.02	101,436.48	104,479.58	107,613.96	110,842.39	114,167.65	117,592.68
Grounds-Maint-Amenity/Parks	16,500.00	16,995.00	17,504.85	18,030.00	18,570.90	19,128.02	19,701.86	20,292.92	20,901.71	21,528.76	22,174.62
Grounds-Sod/Plant Replacement	7,500.00	7,725.00	7,966.75	8,195.45	8,441.32	8,694.56	8,953.39	9,224.05	9,500.76	9,785.80	10,078.37
Grounds-Tree Trimming	6,000.00	7,004.00	7,214.12	7,430.54	7,653.46	7,883.06	8,119.56	8,363.14	8,614.04	8,872.46	9,138.63
Grounds-Mulch Common Areas	71,721.00	73,672.63	76,088.81	78,371.47	80,722.62	83,144.30	85,638.62	88,207.78	90,857.64	93,579.64	96,387.03
Sprinkler/Irrigation Pump Maint	35,000.00	36,050.00	37,131.50	38,245.45	39,392.81	40,574.59	41,791.83	43,045.59	44,336.95	45,667.06	47,037.07
Upland/Presence Maint	30,000.00	30,000.00	31,827.00	32,781.81	33,765.26	34,778.22	35,821.57	36,896.22	38,003.10	39,143.20	40,317.49
Lake Maintenance-Contract	12,000.00	12,360.00	12,730.80	13,112.72	13,506.11	13,911.29	14,328.63	14,758.49	15,201.24	15,657.28	16,127.00
Building Alarm, Gate Sec.& Data	5,200.00	5,356.00	5,516.68	5,682.18	5,852.65	6,028.23	6,209.07	6,395.34	6,587.20	6,784.82	6,988.37
Pool Maintenance	15,000.00	15,450.00	15,913.50	16,390.91	16,882.63	17,389.11	17,910.78	18,448.11	19,001.55	19,571.60	20,158.75
Pool Supplies/Repairs	2,200.00	2,266.00	2,333.98	2,404.00	2,476.12	2,550.40	2,626.89	2,706.72	2,790.11	2,877.00	2,966.62
Janitorial Services	20,400.00	21,012.00	21,642.36	22,291.63	22,960.38	23,649.19	24,358.67	25,089.43	25,842.11	26,617.37	27,415.89
Pest Control	6,500.00	6,695.00	6,895.85	7,102.73	7,315.81	7,535.28	7,761.34	7,994.18	8,234.01	8,481.03	8,735.46
Pool Furniture	4,000.00	4,120.00	4,243.60	4,370.91	4,502.04	4,637.10	4,776.21	4,919.50	5,067.08	5,219.09	5,375.67
Building Maintenance	15,000.00	15,450.00	15,913.50	16,390.91	16,882.63	17,389.11	17,910.78	18,448.11	19,001.55	19,571.60	20,158.75
Holiday Decorations	3,500.00	3,605.00	3,713.15	3,824.54	3,939.28	4,057.46	4,179.18	4,304.56	4,433.70	4,566.71	4,703.71
Fitness Equipment R&M	2,000.00	2,060.00	2,121.80	2,185.45	2,251.02	2,318.55	2,388.10	2,459.75	2,533.54	2,609.55	2,687.83
R&M Entryway	6,500.00	6,695.00	6,895.85	7,102.73	7,315.81	7,535.28	7,761.34	7,994.18	8,234.01	8,481.03	8,735.46
Wall/Fence Maintenance	5,000.00	5,150.00	5,304.50	5,463.64	5,627.54	5,796.37	5,970.26	6,149.37	6,333.85	6,523.87	6,719.58
Parks and Amenity Areas	4,800.00	4,944.00	5,092.32	5,245.09	5,402.44	5,564.52	5,731.45	5,903.39	6,080.50	6,262.91	6,450.80
<b>Maintenance Total</b>	<b>357,121.00</b>	<b>367,834.63</b>	<b>378,869.67</b>	<b>390,235.76</b>	<b>401,942.63</b>	<b>414,001.12</b>	<b>426,421.15</b>	<b>439,213.78</b>	<b>452,390.20</b>	<b>465,951.90</b>	<b>479,940.76</b>
<b>Utilities</b>											
Electric: Street Lights	54,180.00	55,805.40	57,479.56	59,203.95	60,990.07	62,809.47	64,693.75	66,634.57	68,633.60	70,693.61	72,813.39
Electric: Entry Way	800.00	824.00	848.72	874.18	900.41	927.42	955.24	983.90	1,013.42	1,043.82	1,075.13
Electric: Community Cir	24,000.00	24,720.00	25,461.60	26,225.45	27,012.21	27,822.58	28,657.26	29,516.97	30,402.48	31,314.56	32,253.99
Gas-Firepits and Grills	3,000.00	3,090.00	3,182.70	3,278.18	3,376.53	3,477.82	3,582.16	3,689.62	3,800.31	3,914.32	4,031.75
Water and Sewer	6,500.00	6,695.00	6,895.85	7,102.73	7,315.81	7,535.28	7,761.34	7,994.18	8,234.01	8,481.03	8,735.46
Cable-Enginhouse	6,500.00	6,695.00	6,895.85	7,102.73	7,315.81	7,535.28	7,761.34	7,994.18	8,234.01	8,481.03	8,735.46
Telephones	1,500.00	1,545.00	1,591.35	1,639.09	1,688.26	1,738.91	1,791.08	1,844.81	1,900.16	1,957.16	2,015.67
Trash Disposal	4,800.00	4,944.00	5,092.32	5,245.09	5,402.44	5,564.52	5,731.45	5,903.39	6,080.50	6,262.91	6,450.80

Eaves Bend at Artisan Lakes  
10 YR Projected Budget

Units 755

	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
<b>Utilities Total</b>	<b>101,280.00</b>	<b>104,318.70</b>	<b>107,447.95</b>	<b>110,671.39</b>	<b>113,991.33</b>	<b>117,411.28</b>	<b>120,933.62</b>	<b>124,561.63</b>	<b>128,298.47</b>	<b>132,147.43</b>	<b>136,111.85</b>
<b>Total Operating Expense</b>	<b>754,073.51</b>	<b>776,895.72</b>	<b>799,996.59</b>	<b>823,996.48</b>	<b>848,716.38</b>	<b>874,177.87</b>	<b>900,403.21</b>	<b>927,415.30</b>	<b>955,237.76</b>	<b>983,894.89</b>	<b>1,013,411.74</b>
Reserve Contribution-	96,054.49	98,936.12	101,904.21	104,961.33	108,110.17	111,353.48	114,694.08	118,134.91	121,678.95	125,329.32	129,089.20
Artisan Lakes Master Assessment	283,125.00	291,618.75	300,367.31	309,378.33	318,659.68	328,218.47	338,066.06	348,208.04	358,654.28	369,413.91	380,496.32
<b>Total Owner Expenses</b>	<b>1,133,253.00</b>	<b>1,167,250.59</b>	<b>1,202,268.11</b>	<b>1,238,335.15</b>	<b>1,275,486.24</b>	<b>1,313,750.82</b>	<b>1,353,163.35</b>	<b>1,393,758.25</b>	<b>1,435,571.00</b>	<b>1,478,636.12</b>	<b>1,522,997.27</b>

Eaves Bend at Artisan Lakes Assessment	Annual										
Per Unit Assessment	1501.00	1546.03	1592.41	1640.18	1689.39	1740.07	1792.27	1846.04	1901.42	1958.46	2017.21

## **EXHIBIT "C"**

### **NOTICE TO BUYERS**

To the purchasers of Lots in Eaves Bend at Artisan Lakes, Manatee County, Florida (the "Property"), you are hereby notified that the purchase of your Lot is subject to:

1. The Community Declaration of Covenants, Conditions, Restrictions and Easements for Eaves Bend at Artisan Lakes (the "Community Declaration"), a copy of which is provided upon execution of your contract to purchase.
2. The Master Declaration of Covenants, Conditions Restrictions and Easements for Artisan Lakes (the "Master Declaration"), a copy of which is provided upon execution of your contract to purchase.
3. Ownership of a Lot in Eaves Bend at Artisan Lakes automatically makes you a member of the Eaves Bend at Artisan Lakes Community Association, Inc. ("Community Association"), and you are subject to its Articles of Incorporation, Bylaws and Rules and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Community Association. The Community Association is a member of the Master Association.
4. The Community Association owns and controls the Common Area as described in the List of Holdings (Exhibit "H" to the Community Declaration), and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Community Declaration, the Articles of Incorporation and Bylaws of the Community Association. A proposed ten year Fiscal Program is included as part of the Community Declaration to provide adequate funds for the Community Association.
5. The Master Association owns and controls the Common Property as described in the Master Declaration and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association.
6. The initial assessment by Eaves Bend at Artisan Lakes Community Association, Inc., is \$1,125.97 annually, due in quarterly installments of \$281.94. You are notified hereby that the Community Association may increase that amount as may be required to maintain the amenities of Eaves Bend at Artisan Lakes.
7. The majority of the Property appears to lie in Flood Zones "X," "AE" and "A" per Flood Insurance Rate Map for Manatee County, Florida (Unincorporated Areas), Community Panel Number 12081C0157E, effective March 17, 2014. An accurate zone determination should be made by the preparer of the map, the Federal Emergency Management Agency, or the Local Governmental Agency having jurisdiction over such matters prior to any judgments

being made for the Zone as noted. The reference Federal Emergency Management Agency Map states in the Notes to User that, "This map is for insurance purposes only."

8. Declarant hereby encourages individual homeowners to participate in the Florida Yards and Neighborhood Program; information on the program can be obtained from Declarant or by visiting the University of Florida Extension Service website at <http://manatee.ifas.ufl.edu/floridayards.htm>.
9. Section 20.2, of the Community Declaration lists the following setbacks for all Lots, as required by Manatee County:
  - A. Single-Family Detached Units (40 ft. Lot width): front minimum setback of 20', side minimum setbacks of 5', rear yard minimum setback of 10', a maximum height of 35' and a minimum lot size of 4,400 square feet.
  - B. Single-Family Detached Units (zero lot line): front minimum setback of 20', and the side entry alternative allows a side setback of 9'/1' minimum with a building separation of no less than 10', rear yard minimum setback of 10', a maximum height of 35' and a minimum lot size of 4,400 square feet.
  - C. Single-Family Semi-Detached (two attached units): front minimum setback of 20', with a minimum side setback between buildings of 10', rear yard minimum setback of 10', a maximum height of 35' and a minimum lot size of 2,000 square feet.
  - D. Single-Family Attached (townhouse/attached villa) (three or more attached units): front minimum setback of 20', with a minimum side setback between buildings of 20', rear yard minimum setback of 10', a maximum height of 35' and a minimum lot size of 1,200 square feet.
  - E. Multi-Family: front minimum setback of 25', side minimum setbacks of 10', rear yard minimum setback of 25', and a maximum of 3 stories and height of 35'.
  - F. Residential Accessory Structures: front minimum setback of 5', side minimum setbacks of 5', rear yard minimum setback of 5', and a maximum height of 35'.
10. The Plat of Artisan Lakes Parcel J, Phases I & II contains wetlands, wetland buffers and upland preservation areas which are regulated in accordance with Section 706 of the Manatee County Land Development Code. Unless permitted by the Manatee County Land Development Code, the following acts are expressly prohibited within the wetlands, wetland buffers and upland preservation areas without the prior consent of Manatee County:
  - Development, as defined by the Manatee County Land Development Code.
  - Construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground.

- Construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or authorizations.
  - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials.
  - Removal, mowing or trimming of trees, shrubs or other vegetation.
  - Application of herbicides, pesticides, or fertilizers.
  - Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface.
  - Surface use except for purposes that permit the land or water areas to remain in its natural condition.
  - Planting of vegetative material that is not native to the Southwest region of Florida.
11. Eaves Bend at Artisan Lakes Community Association, Inc., is obligated to maintain, to oversee and provide for the continued, phased removal of nuisance, exotic plant species that become reestablished within the Common Area for the life of the Community consistent with Section 701.4 (f.k.a. 715.4) Manatee County Land Development Code.
12. The location of Eaves Bend at Artisan Lakes is such that there may be neighboring agricultural uses, which may possibly include pesticides and herbicides and may have odors and noises associated with such uses.
13. Regarding the planting of Residential Street Trees in Eaves Bend at Artisan Lakes:
- Prior to receiving a certificate of occupancy, canopy trees (as defined below) shall be planted by Owner within twenty-five (25) feet of the right-of-way of each local street within a residential development. Each Lot within the Property being subject to this Community Declaration will contain one (1) street tree per frontage. None of these required trees shall be planted within a public or private utilities easement. Palm trees may not be utilized to meet this requirement. Trees planted in accordance with this paragraph shall be Florida #1 nursery grade, 3" caliper measured at 4' above grade, 10' minimum height and 5' minimum spread. Tree variety must be approved by the ARC.
  - Canopy trees may not be planted within a public or private utility easement.
  - Trees may be spaced no closer together than twenty-five (25) feet unless a decorative grouping or alternate method is chosen and approved by Declarant.
14. Owners of Lots which are required to have sidewalks per subdivision construction plans approved for Eaves Bend at Artisan Lakes shall be responsible for the installation of such sidewalks. These sidewalks shall be constructed in the right of way or easement, as set forth in the Manatee County rules and regulations. Installation shall be prior to the issuance of a certificate of occupancy for the Lot. Declarant, as the owner of the Lot prior to the issuance

of a certificate of occupancy, will install the required sidewalks within Eaves Bend at Artisan Lakes.

15. Except for trees located within the designated wetland areas (as described on the Plat), all trees must be properly trimmed and maintained by the Owner as per Section 700 (f.k.a. 714) of the Manatee County Land Development Code. If a street tree dies or is removed, the Community Association and/or the Master Association, as applicable, is responsible to replace the tree with the same size and type of tree as originally planted on the Lot within thirty (30) days.
16. The Final Site Plan and Construction Plan approvals for Eaves Bend at Artisan Lakes have the following file numbers, and records regarding these approvals can be found in the Records Division of the Planning Department of Manatee County:
  - Project no. -
  - Case numbers of previous approvals -
  - PP/FSP approval: PDMU-91-01/05-S-76(P)(R5)/FSP-06-32(R10)
  - Construction plan approval: PDMU-91-01/05-S-76(P)(R5)/FSP-06-32(R10)
17. No Owner of property within Eaves Bend at Artisan Lakes 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 Plat, or Additional Plat(s), if any, of Eaves Bend at Artisan Lakes unless prior approval is received from the Southwest Florida Water Management District, Sarasota Regulation Department.
18. Each Owner within Eaves Bend at Artisan Lakes at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water or Stormwater Management System approved and on file with the Southwest Florida Water Management District.
19. In order to provide a clear view of intersecting streets and travel lanes to the motorist, there shall be a triangular area of clear visibility ("Visibility Triangle"). On every corner Lot, at every driveway intersection with streets, and in parking areas, there shall be a Visibility Triangle clear of any structure, fence, obstruction, planting, or parking, unless exempted by Section 1002.3 (f.k.a. 713.3) of the Manatee County Land Development Code. The area formed by the Visibility Triangle constitutes an important horizontal and vertical sight distance for vehicular traffic. It shall be the responsibility of the Owner to maintain the Visibility Triangle horizontal and vertical clearances at all times. Visibility Triangles must be maintained pursuant to Section 1002 (f.k.a. 713) of the Manatee County Land Development Code. Any safety hazard violation of the Visibility Triangle shall be subject to immediate removal, without prior notification to violator, by the Manatee County Transportation Department, at the expense of the Owner.

- For a corner Lot. The Visibility Triangle shall be formed by extending the rights-of-way lines of any corner Lot to a point where the lines intersect each other designated as point (A); and from that intersecting point (A), measuring to a point thirty (30) feet along both rights-of-way lines points (B and C); and then, connecting those same two points (B and C), forming a line which measures 42.43 feet. At an intersection and where two adjacent corner Lots exist or are planned, the Visibility Triangle requirements shall include the segment of the rights-of-way thirty (30) feet from the rights-of-way line of the intersecting rights-of-way line. See Visibility Triangle Illustration 713 of the Manatee County Land Development Code. If a future rights-of-way line has been established by the Manatee County Transportation Department, the thirty (30) foot line of the triangle shall be measured along the future rights-of-way line, as indicated in the visibility triangle illustration 713 of the Manatee County Land Development Code.
  - For a Driveway. The driveway Visibility Triangle is the triangle formed by extending the edge of driveway and extending the adjacent rights-of-way line to a point where the lines intersect each other, designated as point (D); and from that intersecting point (D), measuring to a point fifteen (15) feet along the rights-of-way line to a point designated as (E); and measuring from point (D) fifteen (15) feet along the edge of the driveway to a point designated as (F); and then, connecting points (E) and (F) to form a line which measures 21.21 feet. The Visibility Triangle requirements shall include the segment of the driveway fifteen (15) feet from the intersecting street line, as indicated in the Visibility Triangle Illustration 713 of the Manatee County Land Development Code.
  - In Parking Areas. Within any parking area, the placement of trees, shrubs, or other obstruction within any landscaped medium, island or peninsula shall observe the requirements as a Visibility Triangle for all conditions, at each location, where one drive aisle intersects another drive aisle. The dimensions are shown on the Visibility Triangle Illustration 713 of the Manatee County Land Development Code.
20. The Grading and Drainage Plan for the Property has been recorded in Official Records Book 2, Pages 184-191, of the Public Records of Manatee County, Florida.
  21. Agreement for the Installation and Maintenance of Publicly Owned Facilities Underlying Privately Owned and Maintained Developments (“POMD”), between Manatee County, Declarant and Artisan Lakes Master Association, Inc., has been recorded in Official Records Book 2535, Page 5384.
  22. The County and Artisan Lakes Master Association, Inc. have entered into an Agreement for the Maintenance of Right-of-Way Islands installed on public right(s)-of-way which has been recorded in Official Records Book 2535, Page 5405, of the Public Records of the County.
  23. Allowed uses within the Gateway North (aka Artisan Lakes) DRI include the potential for telecommunication towers within the DRI, including residential and recreation areas.

**EXHIBIT "D"**

**LIST OF HOLDINGS OF  
EAVES BEND AT ARTISAN LAKES COMMUNITY ASSOCIATION, INC.**

The following is a complete listing of all common open space and improvements of the Eaves Bend at Artisan Lakes Community Association, Inc., a non-profit Florida corporation, as of the date of recording of the Amendment and Supplemental Declaration to which this Exhibit is attached. This organization has been established for the ownership and maintenance of all land, buildings, equipment, facilities, and other holdings as described and depicted on the Plats as Tracts, and as further described below.

<b>ARTISAN LAKES EAVES BEND, PHASE I, SUBPHASES A-K</b>	
<b><u>TRACT</u></b>	<b><u>DESCRIPTION</u></b>
A-9	Private Right of Way, Public Utility Easement and Private Drainage Easement
A-10	Private Right of Way, Public Utility Easement and Private Drainage Easement
B-27	Landscape and Irrigation
B-28	Landscape and Irrigation
B-29	Landscape, Private Right of Way and Irrigation
B-30	Landscape and Irrigation
B-31	Landscape and Irrigation
B-32	Landscape, Irrigation and Drainage
B-33	Landscape and Irrigation
B-37	Landscape and Irrigation
B-38	Landscape and Irrigation
B-39	Landscape and Irrigation
B-40	Landscape and Drainage

<b>ARTISAN LAKES PARCEL J, PHASES I &amp; II PLAT</b>	
<b><u>TRACT</u></b>	<b><u>DESCRIPTION</u></b>
A-13	Private Roadway, Public Utility Easement, and Private Drainage Easement
B-59*	Landscape, Irrigation, Drainage, and Lake
B-60*	Landscape, Irrigation, Drainage, and Lake
B-66	Landscape, Irrigation and Drainage
B-67	Landscape, Irrigation and Drainage

\* It is anticipated that the Lakes will be constructed on portions of Tracts B-59 and B-60. It is anticipated that such Lakes will be conveyed by metes and bounds legal descriptions to the CDD upon completion of construction of such Lakes. If such conveyance occurs, the Community Association will not hold title to such portions of Tracts B-59 and B-60 that are conveyed to the CDD.

**CONSENT TO SUBDIVISION PLAT AND ALL  
DEDICATIONS AND RESERVATIONS THEREON**

ARTISAN LAKES EAST COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Manatee County, Florida ("District") is the owner and holder of that certain lien upon the property by virtue of special assessments in favor of the District, covering all or some portion of the real property located in Manatee County, Florida, constituting the subdivision plat of **ARTISAN LAKES PARCEL J, PHASES I & II** and described as follows:

SEE EXHIBIT "A" ATTACHED HERETO

For good and valuable consideration in hand paid by the record owner of said real property, receipt whereof is hereby acknowledged, hereby specifically consents to said subdivision plat and all dedications and reservations thereon, and releases from the lien any streets, thoroughfares, required utilities, and drainage or other easements dedicated to Manatee County and/or the general public on said subdivision plat.

IN WITNESS WHEREOF, District has caused these presents to be executed by its duly authorized officer this 12 day of FEBRUARY, 2019.

ATTEST:

ARTISAN LAKES EAST COMMUNITY  
DEVELOPMENT DISTRICT, a local unit of  
special-purpose government established pursuant  
to Chapter 190, Florida Statutes and located in  
Manatee County, Florida

By: Tracy Brines  
Tracy Brines, Assistant Secretary

By: Scott Himelhoch  
Scott Himelhoch, Chairman

Address: c/o JP Ward & Associates, LLC  
2900 Northeast 12<sup>th</sup> Terrace, Ste 1  
Oakland Park, Florida 33334

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 12 day of FEBRUARY, 2019, by SCOTT HIMELHOCH, as Chairman and by TRACY BRINES, as Assistant Secretary, of Artisan Lakes East Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes and located in Manatee County, Florida, who is personally known to me or has produced \_\_\_\_\_ as identification.

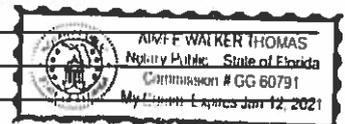
James Walker Thomas

NOTARY PUBLIC - STATE OF FLORIDA

Print Name: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Commission Number: \_\_\_\_\_



APPROVED AND ACCEPTED FOR AND ON BEHALF OF THE COUNTY OF  
MANATEE, FLORIDA, THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019.

BOARD OF COUNTY COMMISSIONERS OF  
MANATEE COUNTY, FLORIDA

By: \_\_\_\_\_  
Chairman

ATTEST: \_\_\_\_\_  
Angelina Colonnese  
Clerk of the Circuit Court

## Exhibit "A"

### ARTISAN LAKES PARCEL J, PHASES I & II

**DESCRIPTION:** A parcel of land lying in Section 16, Township 33 South, Range 18 East, Manatee County, Florida, and being more particularly described as follows:

**BEGIN** at the Northeast corner of ARTISAN LAKES EVES BEND, PHASE 1, SUBPHASES A - K , according to the plat thereof, recorded in Plat Book 62, Page 58, of the Public Records of Manatee County, Florida, run thence along the Northerly boundary of said ARTISAN LAKES EVES BEND, PHASE 1, SUBPHASES A - K, the following seven (7) courses: 1) S.89°20'41"W., a distance of 121.00 feet; 2) N.00°39'19"W., a distance of 29.47 feet; 3) S.89°20'41"W., a distance of 678.86 feet to a point of curvature; 3) Westerly, 336.94 feet along the arc of a tangent curve to the left having a radius of 496.00 feet and a central angle of 38°55'21" (chord bearing S.69°53'00"W., 330.50 feet); 4) S.69°00'08"W., a distance of 86.65 feet; 5) N.23°43'13"W., a distance of 14.03 feet to a point of curvature; 6) Northerly, 54.98 feet along the arc of a non-tangent curve to the right having a radius of 35.00 feet and a central angle of 89°59'59" (chord bearing N.20°26'25"E., 49.50 feet); thence N.65°26'25"E., a distance of 57.33 feet; thence Northeasterly, 676.02 feet along the arc of a tangent curve to the left having a radius of 760.00 feet and a central angle of 50°57'53" (chord bearing N.39°57'29"E., 653.95 feet); thence S.75°31'27"E., a distance of 10.00 feet; thence Southeasterly, 35.95 feet along the arc of a non-tangent curve to the left having a radius of 25.00 feet and a central angle of 82°23'47" (chord bearing S.26°43'21"E., 32.93 feet); thence Southeasterly, 40.06 feet along the arc of a reverse curve to the right having a radius of 397.50 feet and a central angle of 05°46'28" (chord bearing S.65°02'00"E., 40.04 feet); thence Southeasterly, 33.41 feet along the arc of a compound curve to the right having a radius of 123.00 feet and a central angle of 15°33'39" (chord bearing S.54°21'57"E., 33.30 feet); thence S.46°35'07"E., a distance of 78.24 feet; thence Southeasterly, 10.79 feet along the arc of a tangent curve to the left having a radius of 77.00 feet and a central angle of 08°01'56" (chord bearing S.50°36'05"E., 10.79 feet); thence Easterly, 297.81 feet along the arc of a compound curve to the left having a radius of 490.00 feet and a central angle of 34°49'23" (chord bearing S.72°01'44"E., 293.25 feet); thence S.89°26'26"E., a distance of 79.51 feet; thence Northeasterly, 23.56 feet along the arc of a tangent curve to the left having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing N.45°33'34"E., 21.21 feet); thence S.89°26'26"E., a distance of 70.00 feet; thence Southeasterly, 23.56 feet along the arc of a non-tangent curve to the left having a radius of 15.00 feet and a central angle of 90°00'00" (chord bearing S.44°26'26"E., 21.21 feet); thence S.89°26'26"E., a distance of 352.95 feet; thence Northeasterly, 101.65 feet along the arc of a tangent curve to the left having a radius of 115.00 feet and a central angle of 50°38'47" (chord bearing N.65°14'11"E., 98.38 feet); thence N.39°54'47"E., a distance of 6.32 feet; thence S.50°05'13"E., a distance of 70.00 feet; thence Southerly, 20.25 feet along the arc of a non-tangent curve to the left having a radius of 15.00 feet and a central angle of 77°20'18" (chord bearing S.01°14'38"W., 18.74 feet); thence S.37°25'31"E., a distance of 68.06 feet; thence N.89°46'48"E., a distance of 1039.86 feet to the West boundary of lands described in Official Records Book 1030, Page 2797, of the Public Records of Manatee County, Florida; thence along said West boundary line, S.00°13'12"E., a distance of 358.65 feet to a point on the East boundary of Northeast 1/4 of aforesaid Section 16; thence along said East boundary of said Northeast 1/4 of Section 16, S.01°01'32"W., a distance of 149.99 feet to the Southeast corner thereof; thence along the South boundary of said Northeast 1/4 of Section 16, N.88°50'07"W., a distance of 356.07 feet; thence S.42°55'06"W., a distance of 446.94 feet; thence S.45°22'21"E., a distance of 21.50 feet; thence Southerly, 31.31 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 59°47'54" (chord bearing S.15°28'24"E., 29.91 feet); thence S.14°25'33"W., a distance of 60.25 feet; thence Southerly, 6.68 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 12°45'32" (chord bearing S.20°48'19"W., 6.67 feet); thence S.27°11'05"W., a distance of 46.58 feet; thence Southwesterly, 30.04 feet along the arc of a tangent curve to the right having a radius of 30.00 feet and a central angle of 57°22'37" (chord bearing S.55°52'24"W., 28.80 feet); thence S.84°33'42"W., a distance of 126.99 feet; thence S.42°55'06"W., a distance of 791.42 feet to a point on the West boundary of the Northeast 1/4 of the Southeast 1/4 of aforesaid Section 16; thence N.02°11'23"W., a distance of 187.04 feet to a corner on the Easterly boundary of Taylor Woodrow Communities at Artisan Lakes, LLC parcel, according to Official Records Book

2140, Page 1923, of the Public Records of Manatee County, Florida; thence along said Easterly boundary, N.01°53'50"W., a distance of 30.01 feet to a point on a non-tangent curve; thence Westerly, 5.05 feet along the arc of a non-tangent curve to the left having a radius of 30.00 feet and a central angle of 09°38'14" (chord bearing S.83°16'43"W., 5.04 feet); thence S.78°27'36"W., a distance of 30.04 feet; thence N.35°27'13"W., a distance of 28.85 feet; thence S.66°21'04"W., a distance of 44.74 feet to the Southeasterly corner of Tract "B-36", per said plat of ARTISAN LAKES EVES BEND, PHASE 1, SUBPHASES A - K; thence along the Easterly boundary of said ARTISAN LAKES EVES BEND, PHASE 1, SUBPHASES A - K, the following twelve (12) courses: 1) N.01°58'54"W., a distance of 112.07 feet; 2) N.01°58'54"W., a distance of 128.40 feet; 3) N.02°40'30"W., a distance of 89.21 feet; 4) N.03°53'31"W., a distance of 90.04 feet; 5) N.02°39'43"E., a distance of 96.05 feet; 6) N.00°39'25"W., a distance of 123.62 feet; 7) N.01°18'03"W., a distance of 89.70 feet; 8) N.01°28'27"W., a distance of 92.96 feet; 9) N.05°35'08"W., a distance of 19.45 feet; 10) N.04°08'07"E., a distance of 26.52 feet to a point of curvature; 11) Northerly, 113.59 feet along the arc of a tangent curve to the left having a radius of 1668.22 feet and a central angle of 03°54'05" (chord bearing N.02°11'05"E., 113.57 feet); 12) N.00°39'19"W., a distance of 222.12 feet to the **POINT OF BEGINNING**.