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Declarations of Covenants, Conditions, and Restrictions for Willow Bend Home Owners Association of Manatee County, Inc.

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THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR Willow Bend Home Owners Association of Manatee County ("Declaration" as defined hereinafter) is made on the date hereinafter set forth by CWES XV LLC, a Florida limited liability company authorized to do business in Florida (the "Declarant"), and its successors, assigns and designees.

WITNESETH:

WHEREAS, Declarant is the owner of the real property described in Article II of this Declaration and desires to create thereon an exclusive residential community known as Willow Bend Home Owners Association of Manatee County (hereinafter referred to as the "Community"), within which a single family lot subdivision is contemplated to be developed over time, together with various other facilities and improvements of a residential nature, and the supporting infrastructure in accordance with respective approved site plans for all or portions of the Community; and

WHEREAS, Declarant desires to insure the attractiveness of the Community and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the subject property, and to provide for the maintenance of common properties, areas and facilities and certain exterior maintenance on Lots as may be defined hereinafter, and, to this end, desires to subject the property of the Community to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner of the portions thereof; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in the Community and to insure the residents' enjoyment of the specific rights, privileges and easements in the Community common properties, areas and facilities (as and to the extent applicable), to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Community common properties, areas and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Declarant has incorporated under the laws of the State of Florida, as a corporation not for profit, WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the functions, responsibilities, duties and other actions contemplated herein;

NOW, THEREFORE, the foregoing recitals are hereby incorporated as if fully set forth hereinafter, and Declarant hereby declares that the real property described in Article II of this Declaration is and shall be held, transferred, sold, conveyed, leased, mortgaged, used and occupied and otherwise dealt with subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes collectively referred to as "covenants and restrictions") hereinafter set forth.

Article I: Definitions and Construction

Unless the context expressly requires otherwise, the following terms mean as follows wherever used in this Declaration:

1.1 "Act" means Chapter 720, Florida Statutes, as existing on the date of recordation of this Declaration.

1.2 "ARC" means the Architectural Review Committee established pursuant to Article IV hereof.

1.3 "Articles of Incorporation" or "Articles" means the Articles of Incorporation of the Association, as may be amended from time to time. A copy of the Articles of Incorporation as filed with the Florida Department of State is attached as Exhibit B hereto. Any future amendments to the original Articles need not be recorded in the public records of the County.

1.4 "Assessment" means any assessment levied hereunder pursuant to Sections 8.2 or 8.3 hereof.

1.5 "Association" means Willow Bend Home Owners Association of Manatee County Homeowners Association, Inc., a Florida corporation not for profit, organized or to be organized under Chapter 617, Florida Statutes, and the Act. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

1.6"Board" or "Board of Directors" means the Association's board of directors.

1.7 "Builder" means any entity which purchases one or more Lots for the purpose of constructing improvements for later sale to consumers or parcels of land within the Community for further subdivision, development, and/or resale in the ordinary course of such entity's business, provided that such an entity will be deemed a "Builder" only upon Declarant's recordation in the public records of the County a supplement to this Declaration declaring such entity to be a "Builder" for purposes hereof. Upon recordation of this Declaration, NVR, INC., a Virginia corporation d/b/a Ryan Homes shall be designated as "Builder."

1.8 "By-Laws" means the By-Laws of the Association as may be amended from time to time. A copy of the original By-Laws is attached as Exhibit C hereto. Any future amendments to the original By-Laws need not be recorded in the public records of the County.

1.9"County" means the County of Manatee Florida.

1.10 "County Reuse System" means the County's system for reclaimed effluent irrigation in existence as of the date of this Declaration or which may be installed in the future.

1.11 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties pursuant to this Declaration, the Articles, the By-Laws or any rules promulgated thereunder, or any agreement properly entered into by the Association, including, but not limited to, (a) the expenses incurred in connection

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

1.12 "Common Property" or "Common Properties" mean any portion or portions of the Property now or hereafter owned by the Association or designated herein or on the plat of the Property known as Willow Bend Home Owners Association of Manatee County, as recorded in Plat Book _____ Page_____ Public Records of the County, as from time to time may be amended or supplemented with additional phases (collectively, "Plat"), as either Common Property or property to be maintained by the Association (whether or not such property is part of a dedicated right-of-way or easement). "Common Property" shall include, but shall not be limited to, (a) any landscaping in any median or cul-de-sac island located in any right-of-way as shown on the Plat (whether or not these areas are indicated as Common Properties), (b) any lake, pond or wetland conservation areas for which the Association has maintenance responsibility and for which the costs thereof shall be shared by the Lot Owners and/or certain owners of adjacent real property pursuant to separate agreement, (c) all lakes or ponds dedicated for the Surface Water Drainage and Management System and corresponding infrastructure, including but not limited to fountains, and the irrigation system which serves the Community, including any private drainage easement areas designated on the Plat, and any other drainage areas shown on the Plat (including any easements within the boundaries of any Lot), (d) the open space and/or recreation areas designated on the Plat, (e) any reserved right of way, public sidewalk and drainage easement areas designated on the Plat, (f) and any property designated by Declarant as Common Property elsewhere in this Declaration or in any amendment or supplement to this Declaration, (h) utility easements or tracts for corresponding sewer or potable water, (i) the signage, facilities, structures, equipment, landscaping and the like pertaining to the entrance(s) to the Community, and (j) any fences and private roads which are or shall be owned by the Association within the Community. The Common Properties do not include any portion of a Lot.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON PROPERTIES" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTNE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON PROPERTIES TO BE OWNED, LEASED BY OR DEDICATED TO THE

COMMUNITY ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

1.13 "Community" means the planned community development project known as Willow Bend Home Owners Association of Manatee County.

1.14 "County" means Manatee County, Florida.

1.15 "Declaration" means this instrument, as may be amended from time to time.

1.16 "Declarant" means CWES XV, LLC, a Florida limited liability company authorized to do business in Florida, and its successors, assigns and designees.

1.17 "Family" means one or more persons each related to the other by blood, marriage, or legal adoption, or a group of not more than three (3) persons not all so related, together with domestic servants, if any, maintaining a common household in a Home.

1.18 "First Mortgage" means a valid Mortgage (as defined hereinafter) having priority over all other mortgages on the same property.

1.19 "First Mortgagee" means the holder of a recorded First Mortgage encumbering a Lot and the Home thereon, if any.

1.20 "Home" means a single family detached residential housing unit or dwelling consisting of a group of rooms which are designed or intended for the exclusive use as living quarters for one Family as constructed upon a Lot.

1.21 "Lot" means each numbered lot as located in the Community established by the recorded Plat of the Property.

1.22 "Lot Assessment" refers to those assessments which shall be imposed upon Lots only, including the General Lot Assessment, Special Lot Assessments and Specific Lot Assessments, as more specifically described in Section 8.2 hereof.

1.23 "Lot Owner" means any person who from time to time holds record title to any Lot. If more than one person holds such title, all such persons are Lot Owners, jointly and severally. Declarant is a Lot Owner with respect to each Lot from time to time owned by such Declarant.

1.24 "Member" means a member of the Association.

1.25 "Mortgage" means any valid instrument transferring any interest m real property as security for the performance of an obligation.

1.26 "Person" means any natural person or artificial entity having legal capacity.

1.27 "Property" means the real property described in Article II of this Declaration.

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

1.29 "Rules and Regulations" means any rules and regulations pertaining to the Community as duly promulgated by the Association.

1.30 "Work" means the development of all or any portion of the Property as a residential community by Declarant's construction and installation of streets, dwellings, buildings, or other improvements and the sale or other disposition of the Property and improvements thereon in parcels or as completed Lots or Homes.

1.31 "SWFMD" means the South West Florida Water Management District, the governmental entity created to oversee certain water management requirements in connection with the Property, among others.

1.32 "SWFMD Permit" means South West Florida Water Management District ERP Permit No.684575/43041579.000 and as amended by 753422/43041578.001 a copy of which is contained in Exhibit D attached. Here to and made a part hereof.

The term "Article" and the term "Paragraph" where used throughout this Declaration shall mean the same, unless the context requires otherwise.

The term "Section" where used throughout this Declaration shall refer to that portion of the Article indicated, unless the context requires otherwise.

Unless the context expressly requires otherwise: (i) the use of the singular includes the plural and vice versa; (ii) the use of one gender includes all genders; (iii) the use of the terms "including" or "include" is without limitation; (iv) the use of the term "Lot" includes any portion applicable to the context thereof, any and all improvements, fixtures, trees, vegetation, and other property from time to time situated thereon, and any and all appurtenant rights, unless the context otherwise dictates; and (v) the words "must," "should," and "will" have the same legal effect as the word "shall." This Declaration should be interpreted, construed, applied, and enforced in a reasonable, practical manner to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Lots by providing a common plan for their development and enjoyment. The various headings used in this Declaration are for indexing and organizational purposes only and are not to be used to interpret, construe, apply, or enforce its substantive provisions.

Article II: Property Subject to this Declaration; General Plan of Development

2.1 Subject Property. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Manatee County, State of Florida, and is more particularly described in the metes and bounds description attached hereto as Exhibit A and incorporated by reference as fully as if specifically repeated herein, and all of which real property shall hereinafter be referred to as "Property." The Declarant, in its sole discretion reserves the right to extend the

definition of Property by adding additional land and acreage to the Property. Such additional property will be added by amending the Declaration, and such amendment is deemed to be automatically fully approved upon the request of the Declarant.

2.2 General Plan of Development. The Community is a residential community intended to include single family residences, together with certain recreational and other ancillary facilities. The Community is presently contemplated to contain two hundred seventy nine (279) single-family Lots more or less, but the number of residential units may increase if Declarant adds additional phase(s), pursuant to Section 2.3 contained herein. Declarant does not currently anticipate that any portion the Community will be submitted to the condominium form of ownership, but Declarers reserves the right to do so. Each Owner, by virtue of taking title to a portion of the Property, consents and understands that the foregoing estimate of the number of Homes within the Community is only an estimate. Declarant shall have the right, authority and power, in its sole discretion, to create more or fewer Homes in the Community from time to time.

2.3 Expansion of Community. Declarant has the right, acting in its sole discretion, but not the obligation, to expand the Community from time to time by adding additional land, or to change the number or kind of Homes, or other features of the Community.

2.4 Long Term Development. Some areas of the Community may be under development for extended periods of time. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by the construction operations. From time to time, Declarant, builders and others may present to the public or display certain renderings, plans and models showing possible future development of the Community. Declarant does not warrant in any way that the schemes in these renderings, plans or models will actually be developed. Any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan for the Community.

Article III: Property Rights, Easements and Restrictions

3.1 Appurtenances. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as non-exclusive by this Article, its benefit nevertheless is exclusive to all Lots granted such benefit by this Article unless this Article expressly grants such benefit to other persons. In no event will the benefit of any such easement extend to the general public.

3.2 Utility Easements. Declarant has identified areas for use by all utilities for the construction and maintenance of their respective facilities servicing the Property, and Declarant hereby grants to such utilities, jointly and severally, easements for such purpose. The location and extent of such easements are as shown on the Plat (recorded

or to be recorded) of the Property or such other instrument defining them. All utilities to be placed in the easements shall be installed around existing protected trees.

3.12.1.28. In addition to the above, Declarant hereby reserves unto itself and its successors and assigns and Builder (with respect to any Lots then owned by Builder) an easement over, under, across and through the Common Property as may be required to "tie in", join and attach to the existing utilities, sanitary sewer service, irrigation and drainage in the Property so as to provide access to these services to lands abutting the Property. Such utilities, as well as Declarant, and their respective agents, employees, designees and assigns shall have full rights of ingress and egress over any Lot for all activities appropriately associated with the purposes of said easements. Furthermore, Declarant hereby grants to the County and any other governmental entities having appropriate jurisdiction over the Property an easement over, under, across and through the Common Property as may be required for the construction, maintenance and operation of certain utility services.

3.3 Common Properties. Subject to the provisions of Section 3.3.1 below, every Lot Owner shall have a non-exclusive right and easement of enjoyment in and to the Common Properties, if any, and such easement shall be appurtenant to and shall pass with the title to every Home situated within the Community.

3.3.1 Extent of Members' Easement. The rights and easements of enjoyment created herein shall be subject to the following:

3.3.1.1 The right of the Association to limit the use of the Common Properties to Lot Owners, their families and guests, in accordance with the applicable provisions of this Declaration;

3.3.1.2 The right of the Association to suspend the voting and enjoyment rights of a Lot Owner for any period during which any Assessment against his or her Lot remains 90-days overdue and unpaid, or for any infraction of the Rules and Regulations;

3.3.1.3 The right of the Association to dedicate or transfer all or any part of the Common Property to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Lot Owners. No such dedication or transfer shall be effective unless the Members entitled to at least a simple majority of the Class A votes and all of the Class B votes in person or by proxy, where a quorum is determined shall, agree to such dedication or transfer, provided that this Section shall not preclude the Board of Directors from granting easements for the installation and maintenance of electrical, telephone, special purpose cable for television and other uses, water and sewer, utilities and drainage facilities upon, over, under and across the Common Property without the assent of the membership; and

3.3.1.4 The right of the Association to impose reasonable covenants and restrictions with respect to the use of the Common Properties in addition to those set forth herein.

3.3.2 Extension of Rights and Benefits. Every Lot Owner shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his

tenants and to each member of his Family who resides with him and to such other persons as may be permitted by the Association.

3.4 Boundary Wall/Fence, Entrance Feature and Landscape Easement. An easement is hereby reserved to Declarant and granted to the Association for the purpose of engineering, designing, constructing and maintaining any boundary wall, fence, entrance feature or landscaping that may be constructed by Declarant, or the Association, which the Association has the obligation to maintain. Any boundary wall, fence, entrance feature or landscaping constructed within said easement shall be the sole property of the Association and all landscaping shall be irrigated and have an automatic rain sensor. Once a boundary wall, fence, entrance feature or landscaping has been constructed, the location of the easement with regard thereto shall be where the boundary wall, fence, entrance feature or landscaping exists and such area adjacent to the boundary wall, fence, entrance feature or landscaping necessary for ingress and egress and to construct and maintain such wall, fence, entrance feature or landscaping. The blanket easement hereby granted shall not interfere with the provisions for access to the Homes and Lots, by curb cuts, driveways and the like. No boundary wall, fence, entrance feature or landscaping shall be placed in a public utility easement.

3.5 Other Easements and Development Easements Reserved to Declarant.

3.5.1 Planting and Screening Easements. Declarant hereby creates, declares, grants and reserves, for the benefit or Declarant and the Association, an easement for planting and screening purposes over and upon all planting and screening easement areas, entry ways, medians, and landscape buffers established in this Declaration or as shown or established on any Plat, or hereafter declared by Declarant prior to turnover of the Association, or the Association, after turnover of the Association ("Planting and Screening Easements"), together with an easement and license to enter upon such areas of the Property encumbered by such Planting and Screening Easements ("Screening Easement Areas") and such other portions of the Property adjacent thereto, including, but not limited to, any Lot, at a reasonable time and in a reasonable manner, for the purposes of installing, maintaining, inspecting, repairing, and replacing any and all landscaping, including trees, grasses, shrubs, bushes, ground covers, and other plant materials, and irrigation systems of any kind, character or nature, whether the same shall be required by the County, the applicable local government, or are deemed necessary or desirable by Declarant, prior to turnover of the Association, or the Association, after turnover of the Association.

3.5.2 Sidewalk Easements. Declarant hereby creates, declares, grants and reserves, for the benefit of the Declarant, the Association, and all Members, an easement over, within and upon all sidewalk and/or pedestrian trail areas established in this Declaration or as shown or established on any Plat ("Sidewalk Easements"), for the purposes of constructing, installing, maintaining, repairing, and replacing from time to time the sidewalk/pedestrian trail system for the Property. All such benefited parties, as set forth above, shall have a perpetual non-exclusive easement for pedestrian ingress, egress, and passage over and upon any sidewalks or pedestrian trails from time to time located, constructed, installed and maintained within the areas of the Property encumbered by the Sidewalk Easements.

3.5.3 Construction and Marketing Easements. Declarant hereby creates, declares, grants, and reserves, for the benefit of Declarant, and Builder (with respect to any Lots then owned by Builder) together with the right to grant, assign, and transfer the same from time to time to Declarant's affiliates, sales agents, and sales representatives, as well as to Builders, the Construction and Marketing Easements. The "Construction and Marketing Easements" are and shall be temporary non-exclusive easements allowing access to the Property for: (a) the permitting, construction, and maintenance of Homes upon the Lots designated by Declarant; (b) Declarant approved marketing activities and placement of signs on or about the Property for the purpose of marketing the sale of any Homes constructed or to be constructed by a benefitted party of the Construction and Marketing Easements on any Lot; and (c) the permitting, construction, and maintenance of model centers on Lots designated by Declarant ("Model Centers"), in which and from which the benefited parties of the Construction and Marketing Easements may engage in approved marketing and information activities on a temporary basis during the period of the benefitted party's development of and construction and marketing of Homes; provided, however, that such marketing activities shall first be approved by Declarant and shall be conducted only from and within Model Centers constructed as Homes which are temporarily used for such activities and which Model Centers are thereafter to be sold, used, and occupied as Homes. Any grant by Declarant of any rights under the Construction and Marketing Easements to any Builder must be in writing. Builder is exempt from pre-approval of its marketing materials.

3.5.4 Declarant hereby reserves unto itself, and its successors and assigns, and Builder (with respect to any Lots then owned by Builder) non-exclusive easements over, under, upon and through, as well as the right to grant non-exclusive easements over, under, upon and through the Property for the purposes of ingress to and egress, constructing and maintaining improvements, and to do all other activity necessary or associated with the development of the Community and each and every parcel thereof.

3.6 Right of Entry. All policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties as well as agents or employees of Declarant or the Association shall have the right, but not the obligation, to enter into any Home or other building on the Property for emergency and safety reasons, and to abate nuisances (including, without limitation, false burglar alarms). Emergency personnel of the County shall have the right, but not the obligation, to enter the retention ponds and any drainage easements for emergency and safety reasons. For purposes of exercising the rights granted in this Section 3.6, all policemen, firemen, ambulance personnel, emergency personnel of the County, and similar emergency personnel as well as agents or employees of Declarant or the Association shall have a perpetual, non-exclusive easement for ingress and egress over all internal roadways and paved areas in the Community. In compliance with Manatee County Land Development Code Right of Entry Exhibit F (Right Of Entry) are hereby incorporated as part of the Declaration of Covenants, Conditions, and restrictions in its entirety.

3.7 Street Lighting. Declarant has entered in to an agreement with the County to allow for the installation of upgraded street light fixtures. The Association shall be responsible reimburse the County for the additional cost of street lighting over and above the cost paid by the County plus an administrative cost equal to ten percent (10%) of the additional

costs. Such cost shall be included as part of the Assessments levied by the Association, which Assessment is a lien upon each Lot and is subject to foreclosure ·in the event of non-payment. Notwithstanding anything herein to the contrary, the provisions of this Section 3.7 may not be amended by Declarant, the Association or the Lot Owners without the consent of the County.

3.8 Visual Security. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a visual security service channel to the Community and all Lots included therein. If such agreement is established, the fees for the visual security service channel payable to the service provider shall be a Common Expense. No Lot Owner may avoid or escape liability for any portion of these Common Expenses by election not to utilize the visual security service channel.

3.9 Community Bulletin Board. Declarant may, but shall not be obligated to, coordinate and establish an agreement with one or more cable television service companies for the provision of a community bulletin board channel to the Community and all Lots included therein. If such agreement is established, the fees for the community bulletin board channel payable to the service provider shall be a Common Expense. No Lot Owner may avoid or escape liability for any portion of the Common Expenses by election not to utilize the community bulletin board channel.

3.10 General Restrictions on Use. The following covenants, restrictions and easements are hereby imposed on each Lot in the Community, and shall run with the land and be binding upon all Lot Owners, Residents, and other occupants and their respective successors and assigns:

3.10.1.1 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction there-over shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction there-over, relating to any portion of the Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section.

3.11 Leases. Prior to leasing a Home, a Lot Owner shall provide an application to the Association in writing for approval by the Board of Directors that the Lot Owner intends to lease a Home, and shall provide the Association with a copy of the lease prior to execution. The Board of Directors may charge an application fee not to exceed $100.00 per person applicant over the age of 18 who intend to occupy the premise. If a Lot Owner intending to lease or rent his Home is delinquent in the payment of any Assessments, the Association shall be entitled to refuse to allow the Lot Owner to rent or lease his Home until such delinquency is made current. Upon execution of such a lease, the Lot Owner shall provide the Association with an executed copy of the lease. The Association shall have the right to require upon notice to all Lot Owners that a substantially uniform form

of lease or sub-lease be used by all Lot Owners (including Declarant) intending to rent or lease after said notice and to provide such form as a Common Expense. No lease shall be for a period of less than twelve (12) consecutive months in duration. Declarant and Builder shall be exempt from the provisions of this Section, and this Section shall not be amended without the express prior written consent of Declarant for so long as Declarant owns any portion of the Property. In the event that a Lot Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot 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 a Lot Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Lot Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the tenant to the Lot 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 Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by a Lot Owner shall be deemed to automatically incorporate this provision and all the Lot Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Lot Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot. In addition to any notice to a tenant of a Lot permitted to be given by law, a Lot Owner by acceptance of a deed to a Lot, 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 Lot of any delinquency by the Lot Owner of the Lot in payment of any monetary obligations due to the Association, including but not limited to the amount thereof. Further each Lot Owner hereby agrees and acknowledges that the disclosure of any of Lot 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.*

3.11.1 Division of Lands; Prohibition Against Timesharing. No Lot shall be subdivided or its boundary lines changed except by Declarant as to the Lots owned by Declarant and otherwise except with the prior written approval of the Board. The Board may permit a division in ownership of any Lot intended for a single family detached residence as shown on a plat, but solely for the purpose of increasing the size of the adjacent Lots. Declarant hereby expressly reserves the right to replat any Lots owned by Declarant. Any such division, boundary line change, or replatting shall not be in violation of the applicable subdivision and zoning regulations. No portion of the Property shall be made subject to any type of timeshare program, interval ownership, vacation club or similar program (except for hotel lodging purposes by Declarant) whereby the right to exclusive use of the Home or other Lot rotates among multiple owners or members of the program on a fixed or floating time schedule over a period of years. This Section shall not prohibit ownership

of such property by joint tenants or tenants-in- common nor shall it prohibit ownership by an owner who is not a natural person. Notwithstanding anything to the contrary, Declarant shall specifically be exempt from any timeshare or interval ownership development restrictions imposed by this Declaration and, in its sole discretion, may develop a timeshare regime or facility on any portion of the Property from time to time. No amendment or modification to this Section shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

3.12 Restrictions on Use Applicable to Lots. The following covenants, restrictions and easements are hereby imposed on the Lots in the Community, and shall run with the land and be binding upon all Lot Owners, Residents, and other occupants and their respective successors and assigns:

3.12.1.1 Easements. Each Lot and the Common Property are hereby subjected to a permanent easement appurtenant to any adjoining Lot to permit the use, construction, existence, maintenance, repair and restoration of structures located on such adjoining Lot, including, but not limited to, fences, boundary walls, driveways, walkways and roof structures which overhang and encroach upon the subordinate Lot or Common Property, if any, provided that such structures were constructed by Declarant or the construction of such structure is permitted and approved as elsewhere herein provided. The owner of the dominant tenement shall have the right, at all reasonable times, to enter the easement area in order to make full use of such structure for its intended purposes and to maintain, repair and restore any improvements located on the dominant tenement; provided, however, that any such entry made for purposes of maintenance, restoration or repair shall be limited to daylight hours and shall only be made with the prior knowledge of the owner of the subordinate tenement. In case of emergency, the right of entry for maintenance, restoration or repair shall be immediate, not restricted as to time, and not be conditioned upon prior knowledge of the owner of the subordinate tenement. The owner of the subordinate tenement shall not place any improvement, material or obstacle in or over the easement area on the subordinate tenement which would unreasonably interfere with the rights of the owner of the dominant tenement granted by this paragraph. Any such improvement, material or obstacle shall be promptly removed by the owner of the subordinate tenement at that owner's expense when requested by the owner of the dominant tenement or Declarant notwithstanding any lapse of time since such improvement, material or other obstacle was placed in or over the easement area.

3.12.1.2 Access by Association. The officers, employees, or designated agents of the Association have a right of entry onto the exterior of each Lot to the extent reasonably necessary to discharge any duty imposed, or exercise any right granted, by this Declaration or to investigate or enforce the provisions of the Declaration and the Rules and Regulations. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times, and the entry may be only upon reasonable notice whenever circumstances permit. Entry into any improvement upon any Lot may not be made without the consent of its Lot Owner or occupant for any purpose, except pursuant to court order, other authority conferred by law or in the event of an emergency. Such consent will not be unreasonably withheld or delayed.

3.12.1.3 General Easements. In the event that any part of any Home encroaches or shall hereafter encroach upon any part of any other Lot or the Common Property, valid

easements for the maintenance of such encroachments are hereby established and shall exist so long as all or any part of the same shall remain standing; provided, however, that in no event shall a valid easement for any encroachment be created in favor of any Lot Owner if such encroachment or use is detrimental to or interferes with the reasonable use and enjoyment of the Home of another Lot Owner and if it occurred due to the willful conduct of any Lot Owner.

3.12.1.4 Irrigation.

3.12.1.4.1 Each Lot shall be required to have an automated lawn irrigation system with automated timers (the "Lot Irrigation System"). The Lot Irrigation System shall be maintained and repaired by each Lot Owner. Irrigation wells are not permitted.

3.12.1.4.2 The County requires by Code that each property connect to the County Reuse System when provided adjacent to the Property. It shall be the responsibility of each Lot Owner at the time of construction of a building, residence or structure, to comply with the County's requirements when connecting to the County Reuse system, which may be provided now or in the future. If the County's Reuse system is provided now or in the future, the Association reserves the right to construct such system via one master meter, in which case the Association shall pay the charges for reclaimed water. If required by the County, each Lot Owner shall install an effluent meter, backflow preventer and such other equipment required for connection to the Lot Irrigation System.

3.12.1.4.3 For so long as Declarant and its successors and assigns owns any real property in or adjacent to the Community, no amendment or modification to this Section shall be effective without the express prior written consent of Declarant or its successors or assigns.

3.12.1.5 Signage and Flags.

3.12.1.5.1 No sign, billboard or advertising of any kind shall be displayed to public view on any part of the Property without the prior written approval of the ARC. Any such request submitted to the ARC shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed eight (8) square feet of surface area per side (2 side maximum), to be placed in the front yard within three feet of a free standing mail box, or if no mail box exists then between four and ten feet inside the front Lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of a Lot Owner or his agent. The sign shall have a blue background with white letters. In no event shall more than one (1) sign ever be placed on any Lot in any place. Notwithstanding the foregoing provisions, a Lot Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Home. Further notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any portion of the Property. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of

contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Property shall be permitted.

3.12.1.5.2 Flags. . Any Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner and one smaller flag which represent the United States Army, Navy, Air Force, Marine Corps, Coast Guard or POW. The United States flag or official flag of the State of Florida may not be larger than 4.5 feet by 6 feet.

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

3.12.1.5.4 Declarant and Builder Exemption; Amendment to Provisions Concerning Signs. Declarant and Builder are specifically exempt from the provisions of this Section 3.12.1.5, and as such shall be entitled to erect such signs as it deems necessary or desirable in Declarant's sole discretion from time to time. No amendment or modification to this Section 3.12.1.5 pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

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

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

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

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

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

such fixture. An individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall he painted solid black and the post and support shall be painted solid white.

3.12.1.8 Satellite Dishes. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home contained on a Lot shall be permitted without any requirement for approval from the Board of Directors. Satellite dishes, aerials and antennas (including, but not limited to, ham radio antennas) shall not be permitted on the non-enclosed dwelling portions of a Lot except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate Rules and Regulations concerning the size and location of, and safety restrictions pertaining to, the installation of such television signal reception equipment. Notwithstanding any provision to the contrary, (a) the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Property, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television signals to be utilized by the residents of the Community or for security purposes, and (b) only antennae, aerials and satellite dishes which are designed to receive television signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted).

3.12.1.9 Solar Collectors. The ARC must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Home contained on a Lot. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable governmental regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the architectural design of a structure, as reasonably determined by the ARC. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than one (1) foot above the surface of the roof of a Home contained on a Lot, and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

3.12.1.10 Automobile Garage. No automobile garage shall be permanently enclosed and converted to other use without the substitution of another enclosed automobile storage facility upon the Lot. All Lots shall have a paved driveway of stable and permanent construction, as further provided in Section 3.12.1.14 herein.

3.12.1.11 Animals and Pets.

3.12.1.11.1 No more than a total of three (3) commonly accepted household pets (such as birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant living organism generally recognized as household pets) may be kept on a Lot or within a Home contained on a Lot. However, under no circumstances will any dog who is vicious or

ill-temper be permitted on any portion of the Property. No separate or exterior improvements for pets shall be permitted.

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

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

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

3.12.1.11.5 Notwithstanding any provision herein to the contrary, Declarant, in its sole discretion and as it may deem necessary and appropriate, shall be entitled to grant a waiver to the three (3) pet requirement in connection with the initial conveyance of a Lot from the Declarant to a third party. In the event such a waiver is granted (which shall be in writing and shall specifically reference this subsection and shall be delivered to the Association for inclusion in its official records), the Lot Owner shall be permitted to maintain any such pet(s) which exceed the three (3) pet limit for the remainder of such pet(s) life, but shall not be entitled to replace any pet that dies for so long as the three (3) pet limit is exceeded. By way of example, if a waiver is granted to permit four (4) pets, when one pet dies, it cannot be replaced, but upon the death of two pets, the owner shall then be permitted to replace one of the pets so as to be in compliance with the three (3) pet limit. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice by the Association to the Lot Owner thereof or to the owner of the Lot containing such pet.

3.12.1.11.6 Aggressive breeds shall not be permitted without Lot Owner's proof of insurance submitted to the Association which identifies that an aggressive breed resides on the premise. Proof of insurance coverage shall be required prior to residence of the named aggressive breed.

3.12.1.12 <u>Parking and Vehicular Restrictions</u>.

3.12.1.12.1 No vehicle shall be parked anywhere but on paved areas intended for that purpose. Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated for such purpose. Lot Owners' or Residents' automobiles shall be parked in the garage or driveway of or pertaining to a Lot, or in the roadway fronting said Lot. With regard to any roadways which serve to divide or otherwise border one or more portions of the Community, no parking of vehicles shall be permitted in such roadways so as to impede the free flow of traffic and emergency vehicles through such roadways. No vehicle shall park or obstruct pedestrian sidewalks.

3.12.1.12.2 No more than four (4) vehicles of any type may be parked in a driveway of a Lot or on the road in front of said Lot overnight without the written consent of the Association. The Association may grant temporary permits to allow additional parking, said approval not to be unreasonably withheld.

3.12.1.12.3 No unlicensed vehicle or vehicle which cannot operate on its own power shall remain in the Community for more than forty-eight (48) hours, except as contained within the closed confines of the garage of or pertaining to a Lot.

3.12.1.12.4 No repair, except for emergency repair, of vehicles shall be made within the Community, except within the closed confines of the garage of or pertaining to a Lot.

3.12.1.12.5 No "commercial vehicle" (i) shall be permitted to be parked in the Community unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance or repair of a Lot or the Home thereon or other improvements in the Community, or (ii) shall be permitted to be parked overnight or stored in the Community unless fully enclosed within a garage. For the purposes of this Declaration, "commercial vehicle" means a vehicle which is determined by the Association to be for a commercial purpose (and the Association shall take into consideration, among other factors, lettering, graphics or signage located on or affixed to the exterior of the vehicle which identifies a business or commercial enterprise, but the existence of such lettering, graphics or signage shall not be absolute). Police cars shall not be deemed commercial vehicles. Additionally, work vans which contain no lettering, graphics or advertising shall be deemed commercial vehicles. Notwithstanding the foregoing, one truck or van, whether commercial or non-commercial, will be permitted per Parcel provided that they comply with the following:

(a) They may not exceed one (1) ton carrying capacity;

(b) They may not have camper shells extending more than twelve inches (12") over the cab roof;

(c) Any signboard or lettering must be professionally applied to fenders, doors, tailgates, and panels of the vehicle;

(d) The frame to ground clearance may not exceed twenty four inches (24");

(e) They may not have added frames, racks, wooden shells, or boxes.

3.12.1.12.6. No boats, jet skis, wave runners, boat trailers, trailers of any kind, campers, motor homes, mobile homes, truck campers, mopeds, all-terrain (i.e., 3-wheel or 4-wheel) vehicles, motorcycles, trucks or vans with a towing capacity of more than three-quarters (3/4) of a ton, or buses shall be permitted to be parked in the Community

unless kept at all times fully enclosed within a garage or parked in an area designated by Declarant for such purposes (if any).

3.12.1.12.7 No vehicle shall be used as a domicile or residence, temporarily or permanently

3.12.1.12.8 This Section does not apply to vehicles utilized for sales, construction or maintenance operations of or by Declarant or the Association.

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

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

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

3.12.1.13 Firearms. The discharge of firearms within the Community is prohibited. The term "firearms" includes "B-B" guns, paintball guns, pellet guns, and other firearms of all types, regardless of size.

3.12.1.14 Driveways. All driveways in the Community shall be paved and/or constructed of bricks or pavers and of stable and permanent construction. Unless prior written approval of the ARC is obtained, the driveway base shall be concrete or brick pavers. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior written approval of the ARC. Notwithstanding anything herein to the contrary, the sidewalk shall only be concrete and the approach can be non-concrete with the prior written approval of the County.

3.12.1.15 Trash; Garbage Containers. No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be maintained in sanitary containers with lockable tops. All trash containers shall be kept in

a clean and sanitary condition and out of plain view from the public. Lot Owners shall not discard yard waste or solid waste in to the ditch system located around the perimeter of the Community. On certain Lots, the Association may require screening of the area within which a trash receptacle may be stored, and such screening shall be subject to prior written approval of the ARC.

3.12.1.16 Sewage Disposal; Septic Tanks. No individual sewage disposal system shall be permitted on any portion of the Community unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the ARC and all applicable governmental authorities. Prior written approval of such system as installed shall be obtained from the ARC and all applicable governmental authorities. Septic tanks are not permitted on any portion of the Property, except for sales centers, models or construction offices of Declarant or as otherwise permitted by the ARC in conjunction with temporary use.

3.12.1.17 Temporary Structures. No structure of a temporary character, shed, trailer, tent, shack, stand-alone garage, bam or other outbuilding (a) shall be used on any portion of the Property at any time as a residence either temporarily or permanently, except that Declarant may place any type of temporary structure on any portion of the Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Property for any other purpose without the prior written approval of the ARC (Declarant shall be exempt from this approval requirement with regard to Declarant-owned Lots).

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

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

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

3.12.1.21 Increase in the Size of Lots; Changes in Elevation. No Lot shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, except upon the prior written approval of the ARC. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots without the prior written approval of the ARC.

3.12.1.22 Swimming Pools. No above-ground swimming pools shall be erected, constructed or installed on any Lot. In-ground swimming pools may be constructed or installed subject to prior written approval by the ARC, and shall not be located in the front or side yard of any Lot, nor nearer than the Home to any side street lot line. All pool equipment shall be shielded from view. All swimming pools shall be screened or otherwise enclosed (including any applicable "baby" barriers) so as to meet all applicable local and state governmental requirements for screening and barriers, and all such screening and barriers may be constructed or installed subject to previous approval by the ARC.

3.12.1.23 Air Conditioning Units. No window air conditioning units may be installed on any Home or Lot except in connection with a temporary structure operated by Declarant. All air conditioning units shall be screened from view of the street and adjacent Homes with materials approved by the ARC.

3.12.1.24 Lighting. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the ARC prior to installation.

3.12.1.25 Street Lights. The Association shall be responsible for paying the cost of the street lights and/or any upgraded street lights approved by the County, within the Community, the cost of which shall be included in the General Lot Assessment. However, Declarant reserves the right to have a Street Light special tax district formed. The expenses incurred by the Association in the performance of its duties in connection with the ownership, maintenance, repair, or replacement, of the street lights, will be considered Common Expenses.

3.12.1.26 Fences, Walls and Hedges.

3.12.1.26.1 Declarant and/or a Lot Owner shall be permitted to add fences and/or walls to a Home on a Lot in order to privatize their Lot and Home, but no such fence and/or wall shall be erected without the prior written approval of the ARC. The ARC shall consider the design, location and specifications of a proposed fence and/or wall to ensure that all elements of same are consistent with the architectural styling of the Home, surrounding Homes and the Community as a whole. The ARC shall be entitled to determine the materials, height and appearance of each type of fence and wall, based upon

location within the Community, the purpose of the fence and/or wall, the durability of the materials to be utilized, the impact of the resulting visual effect of the fence and/or wall, and all other matters deemed to be relevant by the ARC, with the goal being to ensure a consistent quality of placement, design and materials. The prohibition contained in this paragraph shall not apply to Declarant for so long as Declarant owns any Lot within the Community. No amenity fence shall be installed within any public utility easement areas. Additionally no fence may be installed in any drainage easement area without specific approval from the local governmental agencies and in no event shall any approved fence within a drainage easement area be installed in such a manner as to impede or affect the flow of water within the drainage easement area. Declarant or the Association may from time to time install yard drainage grates and pipes within any drainage easement areas. The Lot Owner shall be solely responsible for the maintenance of such drainage grate and pipes. In the event the Lot Owner fails to properly maintain the drainage grate and/or drainage pipes the Association may do so at the cost of the Lot Owner (which cost shall be recouped through the levy of a Special Lot Assessment).

3.12.1.26.2 The location, type and design of all proposed fences and/or walls shall be approved by the ARC prior to installation. Unless otherwise approved by the ARC, all fences constructed within the Community by Lot Owners shall be made of white vinyl or other material approved by the ARC; provided, however, that no vinyl fences shall be permitted to be placed or installed adjacent to any conservation areas, or retention and detention areas, ponds or lakes. Unless otherwise installed by Declarant in connection with development of a Home on a Lot, no chain link fences shall be allowed. No barbed wire or electric strands shall be used as a fence or part of a fence. All walls, where permitted, shall be of the same or complementary material and design as the Home. Examples of allowed fence color and type are attached in Exhibit H.

3.12.1.26.3 Where a proposed fence or wall is deemed by the ARC to be unnecessary or unsightly and detracting from the character of the Community, a landscape screen in lieu of a fence or wall may be required. In general, fences or walls are not encouraged within the Community except where integrated with the design of the Home and enhance the overall character of the Community. Hedges and/or clusters of trees and understory shrubs are preferred.

3.12.1.26.4 Fences and/or walls, where permitted, shall be high enough to provide definition and privacy, yet low enough to remain unobtrusive. Heights shall range from a minimum of four (4) feet to a maximum of six and one half (6.5) feet, measured from grade. No fence or wall over six and one half (6.5) feet in height shall be permitted, except as may be installed by Declarant. Notwithstanding the foregoing, no fence shall be installed along the boundary of any Lot fronting a lake, other than an amenity fence, which is no higher than four (4) feet and which tapers down from the front to the sides. Any amenity fence shall be see-through (such as white vinyl or other material approved by the ARC). No amenity fence shall be installed within any public utility easement areas. Additionally no fence may be installed in any drainage easement area without specific approval from the local governmental agencies and in no event shall any

approved fence within a drainage easement area be installed in such a manner as to impede or affect the flow of water within the drainage easement area. Declarant or the Association may from time to time install yard drainage grates and pipes within any drainage easement areas. The Lot Owner shall be solely responsible for the maintenance of such drainage grate and pipes. In the event the Lot Owner fails to properly maintain the drainage grate and/or drainage pipes the Association may do so at the cost of the Lot Owner (which cost shall be recouped through the levy of a Special Lot Assessment).

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

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

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

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

3.12.1.28 Yards & Trees. Any changes to a Lot's yard, landscaping, shrubbery and any flora (including the replacement or addition of flora, plantings or modification of swales)

to be performed by an Owner with respect to the Owner's Lot must be approved by the Architectural Review Committee. Furthermore, no Lot Owner shall remove, damage, trim, prune or otherwise alter any tree in the Community, the trunk of which tree is six (6) inches or more in diameter at a point three (3) feet above the adjacent ground level, except (a) with the express written consent of the Association, or (b) if the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for its approval. Notwithstanding the foregoing limitation, a Lot Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Lot Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

It is the express intention of this Section 3.12.1.28 that the trees existing in the Community at the time of the recording of this Declaration, and those permitted to grow in the Community after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent. Further, it is also the express intention of this Section that the trees existing in the Community at the time of the recording of this Declaration that are eight feet (8') or taller, other than citrus trees, located along proposed locations of buffer walls or road right-of-way lines be preserved and maintained as best as possible in their natural state and condition. The existing grades on Lots containing protected trees will be maintained as much as possible to preserve protected trees existing at the time of recording of this Declaration. There will be no grading or construction on any Lot or tract containing protected trees except as approved by the County.

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

3.12.1.28 Artificial Vegetation, Exterior Sculptures and Similar Items. All artificial vegetation, exterior sculpture, fountains, and similar items must be approved by the ARC prior to installation; provided, however, that nothing herein shall prohibit the appropriate display of any flag as otherwise permitted hereunder.

3.12.1 .29 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to five (5) gallons of fuel may be stored at each Home on a Lot for emergency purposes and/or operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, underground fuel tanks for storage of heating

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

3.12.1.30 Outside Window Coverings. Reflective window coverings are prohibited within a Home on a Lot. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless approved by the ARC prior to installation (this provision shall not be deemed to apply to any such awnings, canopies or shutters installed in connection with the initial construction of the Home).

3.12.1.31 Security Bars. No security bar system may be installed on any window or door of any Home in the Community.

3.12.1.32 Fire Hydrants. All fire hydrants in the Community shall be painted OSHA yellow in color and a blue reflective marker shall be affixed to the street in the center of the lane closest to each fire hydrant.

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

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

3.12.2.1 Extended Vacation or Absences. In the event a Home on a Lot will not be occupied for an extended period of time, such Home must be prepared prior to departure by:

3.12.2.1.1 Notifying the Association of such absence. and

3.12.2.1.2 Removing all removable furniture, plants and other items of personal property from the exterior of the Home; and

3.12.2.1.3 Designating a person or entity to care for the Home and lawn/landscaping during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Home (the Lot Owner is required to provide the Association with the name and telephone number of the designated person or entity).

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

3.12.2.2 Storm Shutters. Subject to applicable law, storm shutters and other similar equipment shall only be permitted upon the prior written approval of the ARC in accordance with the ARC Guidelines. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather. Any temporary storm shutter applied must be removed within 10 days

after the end of a storm. Any permeant storm shutters closed over windows must be opened within 10 days after the end of a storm.

3.12.2.3 Garage Sales. The Association is permitted to hold two (2) community garage sales or other private sales of a similar nature within any twelve (12) month period, it being Declarant's intention to restrict and control such events from being a constant basis within the Community. The Board shall provide the Members of the Association prior written notice that a sale will be occurring, and such notice shall be delivered to the Members of the Association not less than five (5) business days prior to the date of such sale. No Lot Owner is permitted to hold a garage sale or other private sales of a similar nature.

3.12.2.4 Sound Transmission. Each Lot Owner, by acceptance of a deed or other conveyance of their Lot, hereby acknowledges and agrees that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Homes and Lots and/or mechanical equipment can be heard in another Home or upon another Lot. Declarant does not make any representation or warranty as to the level of sound or impact noise transmission between and among Homes and Lots and the other portions of the Property, and each Lot Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

3.12.2.5 Yard Accessories and Play Structures. Except as otherwise required by applicable Law, all yard accessories and play structures, including basketball hoops or backboards, and any other fixed games, shall be located at the side or rear of the Home, except that, in the case of Home(s) on comer Lots, such accessories and structures shall be restricted to the side yard furthest from the side street and to that portion of the rear yard which is no closer to the side street than a fence would be permitted to be located by the ARC and the applicable local government. The location of any yard accessories, play structure or permanent basketball structure shall be approved by the ARC prior to location of the structure on a Lot. Basketball structures, either permanently mounted to a Home above the garage or mounted to a permanent pole, will be allowed only under the following conditions: Well-maintained;

3.12.2.5.1 Basketball hoops and structures must conform to the following:

3.12.2.5.2 Backboards must be transparent or white, NBA approved, with a limit of two colors of trim;

3.12.2.5.3 Nets are limited to white nylon;

3.12.2.5.4 Structure must first be approved by Reviewer; for the location of the basketball hoop;

3.12.2.5.5 Structure must first be approved by Reviewer and if pole-mounted, the pole must be metal, either black or galvanized, and permanently mounted into the ground with a concrete base; and

3.12.2.5.6 No permanent basketball structures may be placed in any side yard.

Temporary basketball structures are allowed provided that they meet the requirements of 3.12.2.5.2 through 3.12.2.5.4 above. Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be seen from the streets or

Neighboring lots. The time of play of basketball may be limited by the ARC to reasonable daylight hours. No skateboard or bicycle ramp or similar improvement shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Home or adjacent to any side street.

3.12.2.6 Reserved.

3.12.2.7 Size of Homes on the Lots. All Homes on Lots constructed within the Community shall contain a minimum of 1,400 square feet of air-conditioned living area. For purposes of the preceding sentence, "living area" shall be deemed to exclude garage areas. All such Homes shall have at least one (1) inside bath. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub and a toilet and wash basin. All such Homes shall have at least a two (2) car garage attached to and made part of the Home. No such Home shall exceed two (2) stories, nor forty-five (45) feet in height. All such Homes shall be constructed with concrete or brick paver driveways and grassed front, side and rear lawns. Each such Home shall have a shrubbery planting in front of the Home. No Home shall have exposed structural block on its front elevation.

3.12.2.8 Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the afore described area which is not between the side street and the side dwelling line. All clothes poles shall be capable of being lifted and removed by one (1)

person within fifteen (15) minutes time and shall be removed by the Lot Owner when not in actual use for clothes drying purposes.

3.12.2.9 Wells. The drilling, construction, installation or use of an underground well of any kind on any Lots or Common Property is strictly prohibited. . Notwithstanding the foregoing, the drilling, construction, installation or use of an underground well of any kind on the Property is strictly prohibited where the County Reuse System is provided.

3.12.2.10 Front Porch and Garage. The front porch and garage of any Home shall not be enclosed with permanent or temporary screening.

3.12.2.11 Doors. No exterior front door on a Home shall have a screen.

3.12.2.12 Soft Water Tanks. Pumps, Etc. All oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a street or other Lots.

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

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

3.14.1 Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such

Declarant's or other permitted Lot Owner's business of completing the development of the Community.

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

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

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

3.16 Continuous Maintenance of Easements by Association. The Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Property. This obligation shall run with the land as do other provisions of this Declaration, and any Lot Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 16.1 hereof, which result from such enforcement.

3.17 Restrictions on Use of Lakes, Ponds, Waterways, Wetlands, or Other Bodies of Water. With respect to any lakes, ponds, waterways, wetlands or other bodies of water located on the Property, no Lot Owner, Resident or any temporary occupant of a Home shall: (i) disturb, remove, alter or in any way disrupt vegetation thereon; (ii) construct permanent or temporary docks or seawalls; or (iii) connect to any lake, waterway, wetland or other body of water through the use of a well, pump, ditch or other system of any nature for any purpose, including, but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. In addition, no Lot Owner, Resident or any temporary occupant of a Home shall dig a well on any Lot for any purpose, including but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. The provisions of this Section shall not apply to Declarant. No amendment to this Section shall be effective without the express prior written consent of Declarant.

3.18 Private Street. No portion of any private streets located within the Community shall be altered without the prior written approval of the County Engineer or his/her authorized designee.

Article IV: Architectural Control

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

4.2 Approval of Plans; Architectural Review Committee.

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

4.2.2 Notwithstanding any provision to the contrary, Declarant shall be entitled to appoint all members of the ARC until such time as Declarant no longer owns any portion of the Property. Upon such time as Declarant no longer owns any portion of the Property, the members of the ARC shall be appointed by the Board.

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

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

4.2.4.1 Two (2) copies of a site plan showing the location of all improvements, structures, pools, enclosures, fences, walls, driveways, sidewalks, and mechanical equipment for air conditioning, pools and the like. The site plan may also include the

overall dimensions of the Lot and the overall dimensions of all improvements and the distances from the Lot lines. The site plan may set forth the information pertaining to grading and drainage, including, but not limited to, finished floor elevation(s) of the Home and elevations of the pool deck, patio(s) and other exterior slabs, the elevation of all Lot comers and the directions of surface water runoff. One copy of such site plan shall be retained by the ARC as a permanent record.

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

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

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

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

4.4 Timing. The ARC shall have thirty (30) business days from submittal of a full and complete package within which to approve or reject said plans and specifications. In the event the ARC fails within said thirty (30} business days to approve or disapprove such plans and specifications, or request additional information, approval of such plans and specifications shall be deemed denied. The ARC shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and Lot

grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons relating to future development plans of Declarant for the Community and adjacent properties. In the event the ARC rejects such plans and specifications as submitted, the ARC shall so inform the Lot Owner in writing (by U.S. Mail addressed to the applicant's address indicated on the submittal) stating with reasonable detail the reason(s) for disapproval and the ARC's recommendations to remedy same if, in the sole opinion of the ARC, a satisfactory remedy is possible. In the event that the applicant makes the changes requested by the ARC within ninety (90) days after approval is denied and resubmits its application in conformity with the requirements of this Declaration, the plans and specifications shall be approved by the ARC within thirty (30) business days after re-submission.

Upon the ARC's written approval, construction shall be started and pursued to completion diligently, continuously and promptly and in substantial conformity with the approval plans and specifications. Except as provided herein for construction of a Dwelling, in no event shall the construction period extend more than one year and best efforts made so that any exterior construction may be completed within six (6) months unless otherwise provided by the ARC. The ARC shall be entitled to stop any construction in violation of these restrictions, and any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original approved condition at the Lot Owner's expense. Notwithstanding the foregoing, a Builder may receive approval of multiple product plans and specifications for construction of Homes in the Community and need not obtain approval on a Lot by Lot basis.

4.5 Review Fees. The ARC shall have the right (but shall not be required) to charge a fee (not to exceed $100.00) for reviewing each application for approval of plans and specifications and an additional fee (not to exceed $50.00) for reviewing the landscaping plans.

4.6 Published Standards. The ARC may, from time to time, publish certain restrictions, specifications, materials, and standards to be followed. The provisions of such published information promulgated by the ARC from time to time shall be deemed to be a part of this Declaration and are incorporated herein by this reference.

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

4.8 Liability of the ARC and the Board of Directors. Notwithstanding anything in this Article to the contrary, the ARC and the Board shall merely have the right, but not the duty, to exercise architectural control in a particular matter, and shall not be liable to any Lot Owner, the Association, or any other entity due to the exercise or non-exercise of such control, or the approval or disapproval of any improvements. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a determination or warranty that such plans or specifications or improvements:

4.8.1 Are complete or do not contain defects; or

4.8.2 In fact meet any standards, guidelines and/or criteria of the ARC or the Board; or

4.8.3 Are in fact architecturally or aesthetically appropriate; or

4.8.4 Comply with any applicable governmental requirements. Furthermore, the ARC and the Board shall not be liable for any defect or deficiency in such plans or specifications or improvements or any injury resulting therefrom.

4.9 Completion of Work Remedy. When Work on any improvement is once begun, such Work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason such Work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then the ARC shall have the right to notify the Lot Owner of its intentions herein, enter the Lot and take such steps as might be required to correct the undesirable appearance or existence of the Home, including, but not limited to, demolition and/or removal thereof, and/or pursuit of any of the remedies under this Declaration as the ARC determines, and charge the Lot Owner for all costs associated therewith, which shall include all costs and attorneys' fees. The reason for such correction shall be solely in the discretion of the ARC and may include, but shall not be limited to, aesthetic grounds. The ARC shall have the authority, on behalf of the Board, to enter into such contracts as may be necessary to undertake the remedial and necessary actions on the Lot, including the right to enter into a contract with Declarant to undertake such actions. In addition, any failure to undertake Work under this Section shall require the offending Lot Owner to resubmit plans and specifications to the ARC for approval prior to undertaking any new Work on the Lot. Builder is exempt from the provisions of this Section 4.9.

Article V: Membership and Voting Rights

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

5.2 Voting. The Association shall have two (2) classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members are all Lot Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided below, the Class A Members are all Lot Owners including Declarant so long as such Declarant is a Lot Owner. Subject to the provisions of Section 5.3 of this Article, all Class A Members are entitled to cast one (1) vote for each Lot owned. Prior to termination of Class B Membership and the Transfer of Control described in Section 5.4 of this Article, the Class B Member shall be entitled to three (3) votes for each Lot owned. As provided in the Articles of Incorporation, the Class B Member is entitled to appoint the Association's directors until termination of Class B membership.

5.3 Co-Ownership. If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

5.4 Termination of Class B Membership; Transfer of Control. Prior to termination of Class B membership, Declarant shall be entitled to solely appoint all members of the Board. From time to time, Class B membership may cease and be converted to Class A membership, and Members other than Declarant shall be entitled to elect a majority of the members of the Board, upon the happening of the earliest of the following events:

5.4.1 Three (3) months after 90% of the Lots in all portions of the Community which are or may be ultimately subject to governance by the Association have been conveyed to third party Lot Owners (provided that a conveyance to a Builder shall, for purposes of this Section 5.4.1, not be construed to be a conveyance to a third party Lot Owner for purposes of determining transfer of control); or

5.4.2 Thirty (30) days after Declarant no longer owns any of the Lots;

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

5.4.4 Twenty (20) years after this Declaration is recorded in the Public Records of Manatee County, Florida; or

5.4.5 Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents of the Community; or

5.4.6 Upon the Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code; or

5.4.7 Upon the Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

5.4.8 Upon a receiver for the Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its members.

Notwithstanding the foregoing, Members other than the Declarant are entitled to elect at least one (1) member of the Board if 50% of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to members. Notwithstanding the foregoing, despite an event of transfer of control having occurred, Declarant shall be entitled to appoint at least one (1) member to the Board, but not more members which would constitute a majority of the Board, as long as the Declarant holds

for sale in the ordinary course of business at least 5% of the collective total number of Lots which are or may ultimately be contained within the Community.

Article VI: Rights and Obligations of the Association

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

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

6.1.2 The Association shall maintain the Common Properties and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Any Common Properties which are to be maintained by the Association as provided herein shall be maintained in good condition and repair. Should real property ad valorem taxes or governmental liens as to any Common Properties be assessed against the billed Lots, the Board of Directors shall have the right to determine, in its sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Association shall be levied as a Special Lot Assessment pursuant to Article VIII of this Declaration.

6.1.3 The Association shall maintain any and all landscaping islands and all landscaping and/or signage located, placed, installed or erected thereon contained within all portions of the Common Properties.

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

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

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

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

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

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

6.1.6 If any lake or other water body is part of the Common Property, the Association shall be responsible for the maintenance of such lake or other water body, except for those lakes or other water bodies which may be specifically maintained by another entity. The Association also shall be responsible for the maintenance of the Surface Water Drainage and Management System for any portion of the Property in accordance with the SFWMD Permit, as more particularly described in Article XI hereof. The Association shall levy Lot Assessments for the costs and expenses associated therewith against the Lots. The Association shall have the power to contract with any other Association or entity to share the expense of maintaining any lake and associated equipment which is not located wholly on the Property but which is contiguous to any portion of the Property, and such contractual obligations shall be a valid expense of the Association.

6.1.7 The Association shall be responsible for the maintenance, repair, or replacement of any upgraded street lights located within the Common Property. The expenses incurred by the Association in the performance of its duties in connection with the ownership, maintenance, repair, or replacement of the upgraded street lights will be considered Common Expenses.

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

6.2 Management Contracts and Leases of Common Property. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all of the powers and duties of the

Association respecting the contract granted or property demised. Any contract for the management of the Association and/or the Common Property, if any, shall be terminable for cause upon thirty (30) days notice, be for a term not to exceed two (2) years, and be renewable only upon mutual consent of the parties thereto. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

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

6.3 Easements.

6.3.1 Easements for installation and maintenance of utilities (including, but not limited to, those required for cable television service) and drainage facilities are reserved as shown on the Plat or as otherwise granted by Declarant. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channel in the easements, or which are or might be prohibited by the public authority to whom said easement is given. All utility lines, including, but not limited to, electrical, cable, telephone and any overhead wires existing as of the date of this Declaration, shall be placed underground.

6.3.2 Easements over, under, across and through each Lot, and the Common Properties are hereby expressly granted to the Association for the purpose of making any repairs or performing any maintenance provided for or required by this Declaration, regardless of whether such repairs or maintenance directly benefit the Lot upon which they are performed.

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

6.4 Maintenance of Common Property by County. In the event the Association, or any successor organization, shall fail to adequately maintain the Common Property in accordance with the Declaration and County standards, the County shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the Common Property after providing the Association with notice and an opportunity to cure. The Association shall pay all expenses incurred by the County in maintaining the Common Property, and such expenses shall then be assessed prorate against the Lots as Specific Lot Assessments. The rights of the County contained in this restriction shall

be in addition to any other rights the County may have in regulating the operation and development of the Community.

6.5 Conveyance of Property to Association. All Lots, tracts or other property within the Community to be conveyed to the Association shall be conveyed by warranty deed at the time the Plat is recorded; provided a special warranty deed is permissible if accompanied by a title insurance policy to the Association.

Article VII: Maintenance by Lot Owners; Failure to Maintain

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

7.2 Failure to Maintain Lots. In the event a Lot Owner shall fail to maintain or repair the Lot and/or the Home in a manner required under this Declaration and as determined by the Board of Directors of the Association from time to time, within fourteen (14) days' written notice of same, the Association, after approval by a majority vote of the total membership of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and/or the Home as required under this Declaration and as determined by the Association. The cost of same shall be charged to the Lot Owner as a Specific Lot Assessment, the nonpayment of which may lead to foreclosure of the lien for such Specific Lot Assessment in accordance with the provisions of Article VIII hereof.

Article VIII: Covenant for Assessments; Fines

8.1 Assessments Established. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration and the Articles of Incorporation and By-Laws of the Association.

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

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made, as more particularly described in Section 8.4 hereof. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the owner(s) of such Lot when such assessment fell due. Notwithstanding anything herein to the contrary, no Lot or other property in the Community owned by the County or any other governmental entity shall be subject to assessments levied by the Association.

8.2 Lot Assessments.

8.2.1 In General. Each Lot Owner, by acceptance of a deed to such Lot, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association the various assessments contained in this Section 8.2.

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

8.2.3 Initial General Lot Assessment. The initial General Lot Assessment shall be no more than $1140.00 per year (payable in equal monthly installments of no more than $95.00 each) and will remain in effect until a different General Lot Assessment may be determined as provided in Sections 8.2.4 and 8.2.5 hereof.

8.2.4 Determination of General Lot Assessment. Except with regard to the initial General Lot Assessment, the amount of the General Lot Assessment shall be fixed by the Board of Directors in advance of each General Lot Assessment period, and shall be based upon an adopted budget. The General Lot Assessment period shall coincide with the Association's fiscal year. Except for the initial General Lot Assessment, written notice of the amount of the General Lot Assessment should be given to every Lot Owner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid General Lot Assessment. The General Lot Assessment shall be paid in equal monthly installments without interest until delinquent, and pre-payable in whole at any time or times during the applicable assessment period without penalty or other consideration; provided, however, at the discretion of the Board of Directors, the General Lot

Assessment may be collected on a monthly, semi-annual or annual basis rather than collected on a monthly basis.

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

In furtherance of the above, Declarant guarantees to each buyer of a Lot that from the recording of this Declaration until thirty six (36) months from the date of recording of this Declaration or turnover of control of the Association (as provided in Section 5.4 hereof), whichever occurs earlier, the total monthly assessment imposed on the Owner of a Lot pursuant to the Declaration will not exceed the amounts set forth in Exhibit "E" attached hereto and incorporated herein for the respective Lot and period set forth on said Exhibit "E."

Declarant reserves the right, but not the obligation, to unilaterally extend this guaranty for one or more additional stated periods after the expiration of the initial guaranty period on the date that is thirty six (36) months from the date of recording of this Declaration or turnover of control of the Association, whichever occurs earlier, although the monthly guarantee amount shall be the same as the last level set forth herein.

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

When all Lots within the Community are sold and conveyed to purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions. Declarant's rights under this entire Section may be assigned by it in whole or in part and on an exclusive or non-exclusive basis.

8.2.6 Special Lot Assessments. In addition to the General Lot Assessment, the Association may levy in any fiscal year a special assessment ("Special Lot Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Lot Assessment was based, or as otherwise described in this Section .8.2. Notwithstanding the foregoing, no Special Lot Assessment against the Lot Owners shall exceed 1/12 of the total of the General Lot Assessments levied against the Lot Owners for that fiscal year without the prior approval of 75% of the voting interests in the Association that will be affected by such Special Lot Assessment, e.g., the Lot Owners.

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

8.2.8 Uniformity of Lot Assessments. The General Lot Assessment and any

Special Lot Assessment must be uniform for each Lot Owner throughout the Community.

8.3 Commencement of Assessment. The Assessments as to each Lot owned by a Lot Owner other than Declarant shall be prorated as of the day of closing for the current installment period, and thereafter the first full payment shall be due and owing on the first day of the next full installment period.

8.4 Lien for Assessment. All sums assessed against any Lot (as applicable), together with interest and all costs and expenses of collection, including reasonable attorneys' fees and costs and any late fees as may be imposed by the Association, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority. The Association from time to time

may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien. In the event that any Lot Owner desires to sell or otherwise transfer title of his or her Lot (by sale, gift or judicial decree), the transferor shall be jointly and severally liable with the transferee for all of the transferor's obligations to the Association which have become due and payable on or before the date of the transfer with respect to the transferred Lot, including payment of all applicable Assessments, notwithstanding the transfer of title to the Lot.

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

8.6 Remedies of the Association. Any Assessment not paid within fifteen (15) days after its due date bears a late fee of $25.00 plus an interest at the rate of 18% per annum or such other rate as may be from time to time determined by the Board, provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury. The Association may bring an action at law against the Lot Owner personally obligated to pay such Assessment, or foreclose its lien against such Lot Owner's Lot. No Lot Owner may waive or otherwise escape liability for Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. The Association shall be entitled impose a late fee for costs associated with and/or incurred in connection with non-payment of any Assessment.

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

8.8 Subordination of Lien. Except where a notice of lien has been filed in the public records prior to the recording of a valid First Mortgage, the lien for the assessments provided in this Article is subordinate to the lien of any such First Mortgage. Sale or

transfer of any Lot does not affect the assessment lien. The Association may give any encumbrancer of record thirty (30) days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

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

The limitations on First Mortgagee liability provided by this Section 8.8 paragraph apply only if the First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the First Mortgagee.

8.9 Application of Payments Received from a Lot Owner. Any payments received by the Association from a delinquent Lot Owner shall be applied first to any interest accrued as provided in this Article VIII, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of this Declaration, the By-Laws, and the Act, then to costs and reasonable attorneys' fees incurred in collection as provided in this Article VIII, and then finally to any delinquent and/or accelerated Association assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment. Any remaining balance shall be defined as unpaid assessment, therefore subject to late penalties as defined in Section 8.6, Article VIII.

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

8.11 Reserves. From time to time, the Association, through the Board, may elect to collect reserves, in which event such amounts shall be a Common Expense. If the Board determines that reserves are to be collected, (a) the Board shall determine the appropriate level of the reserves based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to

the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, and/or performance of required maintenance of Homes pursuant to this Declaration, and (b) the Association's budget shall disclose the exact monies collected and the reserve categories involved. Notwithstanding the foregoing, unless otherwise provided for by the Declarant or via Lot Owner vote, as provided pursuant to the Act, any reserves which may now or hereafter be established shall not be required to conform to the requirements of Section 720.303(6), Fla. Statute, nor shall use of any such reserved funds be subject to the restrictions on use as set forth in that statute, nor shall reserves have to be calculated in accordance with that statute.

THE BUDGET OF THE ASSOCIATION MAY PROVIDE FOR LIMITED VOLUNTARY DEFERRED EXPENDITURE ACCOUNTS, INCLUDING CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE, SUBJECT TO LIMITS ON FUNDING CONTAINED IN THE ASSOCIATION'S GOVERNING DOCUMENTS. UNLESS THE OWNERS ELECT TO PROVIDE FOR RESERVE ACCOUNTS PURSUANT TO SECTION 720.303(6), FLORIDA STATUTES, THESE FUNDS SHALL NOT SUBJECT TO THE RESTRICTIONS ON USE OF SUCH FUNDS SET FORTH IN THAT STATUTE, NOR SHALL RESERVES BE REQUIRED TO BE CALCULATED IN ACCORDANCE WITH THAT STATUTE.

8.12 Working Capital Contributions. Coincident with the sale of an existing home/lot site and upon a sale closing, the new Lot Owner will contribute Seven Hundred and Fifty Dollars ($750.00) to the HOA working capital fund.

8.12.1 At the time the initial sale of each Lot is closed, the purchaser of the Lot shall pay to the Association an "Initial Working Capital Contribution" in the amount of

$250.00. This sum shall be used and applied for start-up costs and as a working capital contribution in connection with all initial and ongoing operating expenses for the Association. This payment shall not be refundable or applied as a credit against the Lot Owner's payment of Assessments. Builder shall be exempt from paying the Initial Working Capital Contribution upon conveyance of a Lot or Lots to such Builder, provided that it shall require that any subsequent purchaser from such Builder pay such amount to the Association at the time of such subsequent conveyance.

8.12.2 Subsequent to the initial sale of a Lot to a Lot Owner other than a Builder, upon the conveyance of a Lot from a Lot Owner to another, the purchaser of the Lot may be required to pay to the Association a "Resale Capital Contribution." This sum shall be used and applied by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property, and shall not be refundable or applied as a credit against the Lot Owner's payment of Assessments.

8.13 Fines. The Association shall have the power, but not the duty, to impose reasonable fines against a Lot Owner tenant, guest or invitee for the failure of the Lot Owner, or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws, or the Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing as provided below, and there shall be no aggregate ceiling on the total fine which may be imposed for a recurring violation for each and any violation of the provisions of this Declaration, the Articles, the By-Laws and/or the Rules and Regulations; provided, however, that any such fine shall only be levied in accordance with the applicable provisions of the Act. The maximum fine to be levied against a Lot Owner shall not exceed one thousand dollars ($1000.00) per violation or the maximum amount permitted under the Act. A fine may also be levied against a Lot Owner for violations committed by any tenant, guest, licensee or invitee of such Lot Owner. Additional provisions pertaining to fines may be contained in the By-Laws for purposes of amplification.

8.14 Assessments by County. In the event the Association, or any successor organization, shall fail to adequately levy, collect and enforce assessments for the maintenance of the Common Property in accordance with the Declaration and County standards, the County shall have the right, but not the obligation, to levy, collect and enforce assessments for the purpose of maintaining the Common Property after providing the Association with notice and an opportunity to cure.

Article IX: Miscellaneous Provisions Respecting Mortgages

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

9.1 Notices of Overdue Assessments; Foreclosure. Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot ("Insurer or Guarantor") and the Lot number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of such Lot Owner's obligations under this Declaration which is not cured within sixty (60) days. Except in the case of a notice of lien having been filed in the public records prior to the recording of a First Mortgage (and in such event, subject to Section 8.8 herein), any First Mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the Mortgage, foreclosure or a deed in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments or charges in favor of the Association against the mortgaged Lot which become due prior to (i) the date of the transfer of title, or (ii) the date on which the holder comes into possession of the Home, whichever occurs first.

9.2 Rights of First Mortgagees, Insurers and Guarantors. Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

9.2.1 To examine current copies of this Declaration, the By-Laws, all Rules and Regulations, and the books and records of the Association during normal business hours;

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

9.2.3 To receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

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

9.2.5 To receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

9.2.6 To receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

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

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

9.5 Notice of Damage, Destruction or Condemnation. Upon specific written request to the Association, a First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds $10,000.00. If damages shall occur to such Lot in excess of $1,000.00, notice of such event shall also be given.

9.6 Condemnation; Priority of Awards. If any Lot, Home thereon or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition, and no provisions of any document will entitle the Lot Owner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

9.7 Rights of Mortgagees. Any First Mortgagee has the following rights:

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

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

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

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

By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that it required to be given to the Class A Members of this

Association under any provision of this Declaration or the Articles of Incorporation or By-Laws.

Article X: Damage, Destruction, Condemnation and Restoration of Improvements

10.1 Damage, Destruction and Restoration. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus reserves (if any), shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and the reserves (if any), shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event, within 180 days after said damage or destruction, the Lot Owners shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the reserves (if any) are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Lot Owners and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Lot Owners, after first paying from the share of each Lot Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

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

10.3 Eminent Domain. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Lot Owner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Lot Owners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Lot Assessments on such Lot or portion thereof by the Lot Owner shall cease. The Association shall represent the

Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association, after first paying from the share of each Lot Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Article XI: Surface Water Drainage and Management System and Wetland Conservation Areas

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

11.2 System Defined. The "Surface Water Drainage and Management System" shall be the portions of the Property including improvements thereon which are 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 or prevent or reduce flooding, over-drainage, environmental degradation, and water pollution or otherwise effect the quantity and quality of discharges from such system as contemplated or provided in the applicable permits, development orders or other authorizations pertaining to the development of the Property. The Surface Water Drainage and Management System shall be governed by the SWFMD Permit.

11.3 Maintenance of the Surface Water Drainage and Management System. The Surface Water Drainage and Management System shall be owned and maintained by the Association until such time as it is conveyed to the County for maintenance. The portions of the stormwater collection system, if any, located with the boundaries of Tract Gas shown on the plat shall be owned and maintained by the County. Maintenance of the Surface Water Drainage and Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management

Capabilities as permitted by the SWFMD and shall specifically include, but not be limited to,

Maintenance of aquatic vegetation, lake beds, lake banks, lake liners, littoral planting and lake.

Maintenance easements which, pursuant to the terms of this Declaration, plat or agreement, are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the surface water or storm water management system shall be as permitted by the SWFMD. All expenses incurred by the County in maintaining the Surface Water Drainage and Management System shall be an assessed prorate against the Lots and shall be payable by the Lot Owners within 60 days after receipt of a statement therefor. If any Lot Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Lot Owner's Lot which may be foreclosed by the County. Notwithstanding anything herein to the contrary, if the Association or the County, as applicable, shall dissolve or cease to exist, for whatever reason, all of the Lot Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Drainage and Management System in accordance with the environmental resource permit issued for the Surface Water Drainage and Management System, unless and until an alternate entity assumes the responsibilities for the operation and maintenance of the Surface Water Drainage and Management System. In the event the County, or any successor organization, shall fail to adequately maintain the Surface Water Drainage and Management System in accordance with County standards, the Association shall have the right, to enter the Community for the purpose of maintaining the Surface Water Drainage and Management System. The rights of the County contained in this restriction shall be in addition to any other rights the County may have in regulating the operation and development of the Community. Notwithstanding anything herein to the contrary, the Association shall maintain any stormwater pond designated on the Plat. The expenses incurred by the Association in the performance of its duties in connection with the ownership, maintenance, repair, or replacement of any stormwater pond will be considered Common Expenses. At the time of turnover of control of the Association to the Members, Declarant shall deliver to the new board of directors the maintenance plan for the Surface Water Drainage and Management System accompanied by an engineer's certification that the Surface Water Drainage and Management System is functioning in accordance with all approved plans and permits. To the extent that any such engineer's report indicates any corrective action is required, the Declarant shall be required to diligently undertake such corrective action at Declarant's expense and to post a cash bond with the Association for the estimated costs of such corrective action. In addition to all other rights and easements provided in the Declaration, Declarant reserves unto itself, and its successors and assigns, a non-exclusive easement over, under, upon and through the Surface Water Drainage and Management System for the purposes of complying with Declarant's obligations under this Section 11.3, including, but not limited to, ingress and egress, constructing and maintaining improvements, and to do all other activity necessary or associated with the Surface Water Drainage and Management System.

11.4 Prohibited Actions. Neither the Association nor any Lot Owner shall take any action which modifies the Surface Water Drainage and Management System in a manner which changes the flow of drainage of surface water, except to the extent the same is approved by the requisite governmental or quasi-governmental authorities, Declarant so long as Declarant owns any portion of the Property, and the party who has the obligation

to maintain the Surface Water Drainage and Management System. In addition to the foregoing, neither the Association nor any Lot Owner may construct or maintain any Home or other structure or improvement, or undertake or perform any activity in the wetlands, wetland mitigation areas, wetland conservation areas, buffer areas, upland conservation areas and drainage easements described in the SWFMD Permit and on the Plat, unless prior approval is received from the Declarant and the local Service Office of the SWFMD.

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

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

11.7 Amendments Impacting the Surface Water Drainage and Management System. Any amendment of this Declaration which would affect the Surface Water Drainage and Management System or the responsibility of the County to maintain or cause to be maintained the Surface Water Drainage and Management System must be approved by the SWFMD. If the SWFMD determines that an amendment to the SWFMD Permit is required in order for an amendment to this Declaration to be effective, the SWFMD Permit shall be amended first.

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

11.9 Wetland Conservation Areas. Certain portions of the Property may contain or are adjacent to wetland preservation or conservation areas and upland buffers that are or may

be designated as conservation areas on the plats for the Property or pursuant to separate written instruments ("Conservation Areas"), and any such Conservation Areas will be protected by and be subject to conservation easements in favor of the County, SWFMD and/or the U.S. Army Corps of Engineers. as and to the extent applicable ("Conservation Easements"). If so applicable, the terms of the Conservation Easements shall provide that the Conservation Areas shall be maintained and managed in perpetuity by the SWFMD and the County, their successors and assigns. In accordance with the terms of the Conservation Easements, the SWFMD and the County shall be responsible for the installation and perpetual maintenance of permanent physical signs/markers designating the Conservation Areas as required by the SWFMD.

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

THE CONSERVATION AREAS (IF ANY) ARE HEREBY DEDICATED TO SWFWMD AND THE COUNTY, AND SHALL BE THE PERPETUAL RESPONSIBILITY OF SWFMD AND THE COUNTY, AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION, WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING; OR ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

If Declarant enters into any agreement for the maintenance of any conservation and/or wetlands areas relating to the Property, Declarant shall have the right to assign its duties and obligations with respect to such wetlands areas to the SWFMD and the County, and the SWFMD and the County will be obligated to accept such assignment. The SWFMD and the County shall indemnify, defend and hold Declarant harmless from and against any liability that Declarant may have as a result of the SWFMD's or the County's failure to properly maintain any wetlands areas, as herein provided.

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

11.10 Maintenance of SWFMD Permit. Copies of the SWFMD Permit and any future SWFMD permit actions shall be maintained by the Association's registered agent.

11.11 Construction Compliance with SWFMD Permit. At the time of construction of a building, residence, or structure, each Owner shall comply with the construction plans for the Surface Water Drainage and Management System approved and on file with the SWFMD.

Article XII: Intentionally Omitted

Article XIII: Termination of the Community

At a meeting called for such purpose and attended by all Lot Owners, the Lot Owners, by affirmative vote of ninety percent (90%) of the Lot Owners, may elect to terminate the legal status of the Community and sell the Common Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers and Guarantors entitled to notice under Article IX of this Declaration, and the termination shall only be effective upon the affirmative vote required under Section 9.4 hereof. Such action shall be binding upon all Lot Owners, and it shall thereupon become the duty of every Lot Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination and sale. The Association shall represent the Lot Owners in any negotiations, settlements and agreements in connection with termination of the Community and sale of the Common Property. Any proceeds from the sale of the Common Property shall be first used to pay all expenses and outstanding obligations of

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

Article XIV: Operation

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

Article XV: Disclosures

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

15.2 Construction Access to Willow Bend Subdivision for the Purpose of Home Construction. Construction vehicles are prohibited from accessing the Willow Bend Subdivision from 114th Drive East. In the event that a Lot Owner, his contractor(s), or his subcontractor(s) violates this access prohibition the Lot Owner who contracts with such contractor or subcontractor is liable for the following impositions. One warning will be issued for the 1st violation by a Lot Owner, his contractor(s), or his subcontractor(s), the 2nd violation by a Lot Owner, his contractor(s), or his subcontractor(s) will be a $25.00 charge, the 3rd violation by a Lot Owner, his contractor(s), or his subcontractor(s) will be a $50.000 charge. After the 3rd violation each successive violation by a Lot Owner, his contractor(s), or his subcontractor(s) will be a $100.00 charge.

15.3 Warranty Disclosure. To the maximum extent lawful, Declarant hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Declarant has not given and the Lot Owner has not relied on or bargained for any such warranties. Each Lot Owner, by accepting deed to a Lot, or other conveyance thereof, shall be deemed to represent and warrant to Declarant that in deciding to acquire the Lot, the Lot Owner relied solely on such . Lot Owner's independent inspection of the Lot. The Lot Owner has neither received nor relied on any

warranties and/or representations from Declarant of any kind, other than as expressly provided herein. All Lot Owners, by virtue of their acceptance of title to their respective Lots (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Lot Owner, including a tenant thereof. Buyer acknowledges and agrees that Declarant does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

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

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

15.6 Security. The Association will strive to maintain the Community as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED GUARANTORS OF SECURITY WITHIN THE COMMUNITY, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION IN ORDER TO MAINTAIN THE COMMUNITY AS A SAFE, SECURE RESIDENTIAL ENVIRONMENT, AND NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL LOT OWNERS, TENANTS, GUESTS AND INVITEES OF ANY LOT OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT GUARANTORS AND THAT EACH LOT OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR

DAMAGE TO PERSONS, LOTS, LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THE ASSOCIATION, ITS BOARD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY LOT OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATNE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

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

the Association, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars ($250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, its affiliated entity, the Association, their successor or assign of any of same. Further, in no event will Declarant, its affiliated entity, the Association, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

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

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

OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH LOT

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

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

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DBATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

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

Article XVI: General Provisions

16.1 Enforcement. Unless expressly provided otherwise, the Association, or any Lot Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If any Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Lot Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Lot Owner's Lot, as provided in Article VIII of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

16.2 Amendment. Except as may be otherwise provided herein, Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots on the Property to a party other than to a Builder. Except as may be otherwise provided herein, commencing on the date that Declarant shall have conveyed 90% of the Lots on the Property to a party other than to a Builder, this Declaration may be amended by the affirmative vote of a simple a majority of the total voting interests in the Association who are present in person or by proxy at a duly-called and noticed meeting of the Association membership. In lieu of a vote taken at a meeting, the instrument executed by each of the owners agreeing to an amendment shall be deemed effective, provided that (i) each owner executes the amendment instrument with the formalities of a deed, and (ii) the Association, through its president, certifies the proper approval of the amendment. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record. Notwithstanding the foregoing, (a) no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless 100% of the Class B Members shall approve and join in such instrument, (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the SWFMD, and (c) no amendment which will affect any rights or obligations of the County shall be effective without the prior written approval of the County. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded. Notwithstanding any provision herein to the contrary, based upon the specific language contained in Section 720.306(1)(c) of the Act, Declarant reserves the right, for so long as Declarant has the right to unilaterally amend the Declaration pursuant to this Section 16.2, to amend or modify the provisions in this Declaration pertaining to the proportionate voting interests appurtenant to a Lot or the proportion or percentage by which a Lot shares in the Common Expenses of the Association, without requirement for consent of any party.

16.3 Special Amendment. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, Declarant reserves the right and power to record a special amendment ("Special Amendment") to this Declaration, at any time and from time to time, which amends this Declaration and any provision therein: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Homes; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Lot Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Home and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power of Declarant to make Special Amendments hereunder shall terminate on December 31, 2030, or on the date of the conveyance of all Lots in the Community by the Declarant to third parties, whichever occurs last. Notwithstanding any provision herein to the contrary, based upon the specific language contained in Section 720.306(1)(c) of the Act, Declarant reserves the right, for so long as Declarant has the right to unilaterally amend the Declaration pursuant to this Section

16.3, to amend or modify the provisions in this Declaration pertaining to the proportionate voting interests appurtenant to a Lot or the proportion or percentage by which a Lot shares in the Common Expenses of the Association, without requirement for consent of any party.

16.4 Additions to the Property.

16.4.1 Additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Section, provided such is done within thirty (30) years from the date this Declaration is recorded. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by Declarant or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Section, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or

represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

16.4.2 Procedure for Making Additions to the Property. Additions to the Property may be made by the following procedure:

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

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

16.4.2.3 Make additions to the Property. Nothing contained in this Section shall obligate Declarant to

16.4.2.4 Prior to turnover of control of the Association, the Association shall have no power, right, or authority whatsoever to bring any additional land within the scope of this Declaration by the recording of a supplement to this Declaration or otherwise. After turnover of control of the Association, with (i) the prior written consent of the fee simple owner or owners of any such additional land, and (ii) so long as Declarant or any affiliate of Declarant owns a Lot, with the prior written consent of Declarant, which consent may be granted or denied in Declarant's sole and absolute discretion, the Association, with the affirmative vote of a majority of the total voting interests of the voting membership of the Association present at a meeting duly called for the purpose of considering and voting upon such annexation, may bring within the scope of this Declaration all or any part of the additional land; provided, however, that (i) such real property has a zoning and land use classification or designation that allows for single-family residential development on such real property; and (ii) the Association obtains any consents required pursuant to this Declaration. The Association shall record a supplement to this Declaration extending this Declaration and the jurisdiction of the Association to the additional land. The supplement

shall describe that portion of the additional land being annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing that portion of the additional land to this Declaration and extending the jurisdiction of the Association to such additional land. The annexation of additional land by the Association shall be done via the recording of a supplement to this Declaration signed by the President and Secretary of the Association, by the fee simple owner or owners of the additional land, and by Declarant, if Declarant's consent is required hereunder or under the Act. Any such supplement to the Declaration shall also certify that the annexation was approved by an affirmative vote of a majority of the total voting interests of the voting membership of the Association present at a meeting duly called for the purpose of considering and voting upon such annexation. The date of such Members' meeting shall also be included in the certification.

16.4.2.5 Any supplement to the Declaration: (i) may contain additional terms, conditions, and provisions not inconsistent with the Rules and Regulations to reflect the different character and nature, if any, of (A) the additional land then being annexed and the intended use thereof, or (B) the housing or development approaches being implemented or that may be implemented with respect to such additional land; (ii) may impose additional covenants and easements on such additional land; and (iii) may supplement, create exceptions to, or otherwise modify the terms of, the Rules and Regulations, as they shall apply to the additional land. Any supplement to the Declaration Recorded by Declarant or the Association shall be conclusive in favor of all persons who rely on such supplement to the Declaration in good faith.

16.5 Warranties. Declarant makes no warranties, express or implies, as to the improvements located in, on or under the Common Property. Each Lot Owner, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no merchantability, fitness or otherwise, either express or implies, made or given, with respect to the improvements in, on or under the Common Property, all such warranties being specifically excluded.

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

16.7 Joinder. Should title to any Lot of the Community have been conveyed by Declarant prior to the recording of this Declaration, such Lot Owners of Lots by their signature to a Joinder shall be deemed to have joined with the Lot Owner in the recording of this Declaration and shall have subordinated their right, title and interest in

the Lot to the terms hereof and declare that their property shall be subject to this Declaration as fully as if title had been taken by them subsequent to the recording hereof.

16.8 Covenant Running with the Property. Except as otherwise provided herein, the covenants, conditions and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and the Lot Owners, their heirs, successors and assigns, for a term of thirty (30) years after the date this Declaration is recorded in the public records of the County, and shall be automatically renewed for successive periods of ten (10) years, unless the Lot Owners, upon the affirmative vote of the holders of 70% of the total voting interests in the Association decide within six (6) months of such renewal date not to renew these covenants, conditions and restrictions, and a certificate executed by the president or the vice-president and secretary of the Association certifying to such vote is recorded in the public records of the County.

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

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

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

16.11 Existing Power Lines. Each Lot Owner, by virtue of taking title to a Lot acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that there are existing overhead power lines within and adjacent to portions of the Community.

16.12 Resolution of Disputes. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

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

16.14 Access Control and Systems.

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

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

16.14.2.1 Declarant and the Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other privacy system designated by or installed according to guidelines established by Declarant or the ARC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other privacy systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that fire protection or electronic monitoring systems or other privacy systems will in all cases provide the detection or protection for which the system is designed or intended; and

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

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

16.15 Common Property Improvements. Declarant makes no warranties, expressed or implied, as to the improvements located in, on or under the Common Property. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either expressed or implied, made or given, with respect to the improvements in, on or under the Common Property, all such warranties being specifically excluded.

16.16 Withdrawal of Property from Declaration. Until such time as turnover of the Association, Declarant, subject to any consents required hereunder, reserves the right to amend this Declaration unilaterally at any time and for any reason whatsoever for the purpose of removing or withdrawing any portion of the Property (the "Eligible Property") from the encumbrance of this Declaration and the jurisdiction of the Association, without notice, and without the consent of any person, other than, as applicable, the fee simple owner or owners of the portion of the property to be withdrawn, the SWFMD, the County, and any applicable local government, if such consent is required by Florida law. Upon the recording of an amendment to this Declaration that serves to identify and withdraw the Eligible Property, the ownership of which is vested in the Association, the Association shall, within no later than ten (10) days thereafter, execute and deliver to Declarant a properly executed and recordable quitclaim deed that re-conveys/conveys the Eligible Property to Declarant. Upon execution of such quitclaim deed, Declarant is authorized to record the same. Once a portion of the Property has been re-conveyed/conveyed to Declarant, as evidenced by the recording of the deed, Declarant may hold onto or dispose of such Eligible Property in Declarant's sole and absolute discretion. Notwithstanding anything to the contrary contained herein, Declarant may not unilaterally withdrawal the Eligible Property: (a) if fee simple title to such Eligible Property is vested in a third party, other than the Association, by virtue of a conveyance or dedication from Declarant to such third party, unless such third party agrees to the withdrawal of the Eligible Property; (b) if title to such Eligible Property is vested in the Association and the Association, pursuant to the Association's authority under this Declaration or under the Act, granted an easement under, over, or through the Eligible Property to any party other than a Lot Owner or Resident, unless the owner of the dominant estate agrees to release its easement; or

(c) if the Eligible Property is Common Property and the withdrawing of such Eligible Property would: (i) unreasonably adversely impact the development, maintenance, operation, or use of the Property as a single-family residential community; or (ii) would impair vehicular or other access to any Lot as established by the applicable Plat. Prior to turnover of the Association, Declarant shall have the full power to withdrawal such Eligible Property, regardless of the fact that such actions may alter the relative voting strength of the Members. No provision of the Rules and Regulations shall be construed to require Declarant to withdraw any Eligible Property.

[Signature Page to Follow]

IN WITNESS WHEREOF, the parties have executed this Declaration as of the date above.

WITNESSES:

Declarant:

CWES XV, LLC, a Florida limited liability company

By: CWES IV LLC a Florida limited liability company, its manager

By: _____
Douglas J. Weiland, Manager

_____
Print Name: Cynthia J. Malinoski

_____
Print Name: Natalie Feldman

STATE OF Florida)
) ss:
COUNTY OF Pinellas)

The foregoing instrument was acknowledged before me on February 21, 2019, by Douglas J. Weiland, Manager of CWES IV LLC, a Florida limited liability company, the manager of CWES XV LLC, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ for identification.

[NOTARIAL SEAL]

Notary: _____
Print Name: Cynthia J. Malinoski
Notary Public, State of Florida
My commission expires: 6-19-21

Exhibit "A"

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY

Legal Description of the Property

EXHIBIT "A"

(WILLOW BEND, PHASE IA)

LEGAL DESCRIPTION:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 33 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA; THENCE, ALONG THE WEST LINE OF SECTION 31, S.00°28'31"W., A DISTANCE OF 364.86 FEET; THENCE, N.80°08'27"E., ALONG THE NORTHERLY LINE OF HARRISON RANCH PHASE IIB, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 51, PAGES 123 THROUGH 160, OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, A DISTANCE OF 1209.52 FEET TO THE NORTHEASTERLY CORNER OF HARRISON RANCH PHASE IIB; THENCE S.00°28'20"W., ALONG THE EASTERLY LINE OF SAID HARRISON RANCH, PHASE IIB, A DISTANCE OF 536.58 FEET TO THE POINT OF BEGINNING; THENCE S.89°31'33"E., A DISTANCE OF 184.74 FEET; THENCE S.00°28'27"W., A DISTANCE OF 32.93 FEET; THENCE S.89°31'33"E., A DISTANCE OF 532.50 FEET; THENCE S.80°29'42"E., A DISTANCE OF 70.15 FEET; THENCE S.03°00'44"E., A DISTANCE OF 163.83 FEET; THENCE N.89°31'27"W., A DISTANCE OF 64.10 FEET; THENCE S.00°28'27"W., A DISTANCE OF 115.00 FEET; THENCE S.11°34'38"E., A DISTANCE OF 51.13 FEET; THENCE S.00°28'27"W., A DISTANCE OF 115.00 FEET; THENCE N.89°31'33"W., A DISTANCE OF 227.50 FEET; THENCE S.60°06'05"W., A DISTANCE OF 79.39 FEET TO THE POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE LEFT, WHOSE RADIUS BEARS S.50°47'15"E, A DISTANCE OF 443.53 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 16°59'45", AN ARC DISTANCE OF 131.56 FEET TO THE POINT OF COMPOUND CURVATURE OF A NON-TANGENTIAL CURVE TO THE LEFT, WHOSE RADIUS BEARS S.66°55'16"E, A DISTANCE OF 423.21 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 26°55'45" AN ARC DISTANCE OF 198.91 FEET; THENCE S.16°22'15"E., A DISTANCE OF 31.35 FEET; THENCE S.00°28'27"W., A DISTANCE OF 130.00 FEET; THENCE S.00°51'59"E., A DISTANCE OF 20.21 FEET; THENCE S.89°14'14"W., A DISTANCE OF 359.35 FEET; THENCE N.00°28'20"E., A DISTANCE OF 1,023.38 FEET TO THE POINT OF BEGINNING.

CONTAINING 551,607 SQUARE FEET OR 12.66 ACRES, MORE OR LESS.

EXHIBIT B

ARTICLES OF INCORPORATION OF WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY HOMEOWNERS ASSOCIATION, INC.

THE UNDERSIGNED, in accordance with the provisions of Chapter 617, Florida Statutes, hereby make, subscribe and acknowledge these Articles of Incorporation for the purpose of forming a nonprofit Florida corporation.

ARTICLE I

The name of the corporation is Willow Bend Home Owners Association of Manatee County Homeowners Association, Inc., and its mailing address and principal office address is c/o CWES XV LLC, PO Box 172, 334 East Lake Road, Palm Harbor, Florida 34685.

ARTICLE II

All undefined terms appearing in initial capital letters herein shall have the meaning ascribed to them in that certain Declaration of Covenants, Conditions and Restrictions for Willow Bend Home Owners Association of Manatee County (the "Declaration"), as it may be amended from time to time.

ARTICLE III

This corporation does not contemplate pecuniary gain or profit, direct or indirect to its members, and its primary purposes are:

Section 1. To promote the health, safety and, social welfare of the owners of all Lots located within McCormick Reserve, a planned community development known ns Manatee County, Florida (the "Community");

Section 2. To maintain all portions of the Community and improvements thereon for which the obligation to maintain and repair has been delegated to the corporation by the Declaration which is to be recorded in the public records of Manatee County, Florida;

Section 3. To contract for the operation and maintenance of the Common Properties or Surface Water Drainage and Management System and to delegate any powers and duties of the Association in connection therewith, except such as specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association;

Section 4. To operate and maintain the Surface Water Drainage and Management System, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plan compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas. Moreover, the Association shall operate, maintain, and manage the Surface Water Drainage and Management System in a manner consistent with the W:MD Permit requirements and applicable WMD rules and regulations, and the terms and conditions of the Declaration (including enforcement provisions) which relate to the Surface Water Drainage and Management System. Additionally, the Association shall levy and collect adequate Assessments against Members for the cost of maintenance and operation of the Surface Water Drainage and Management System;

Section 5. To exercise all rights and powers of a non-profit corporation permitted by

Chapter 617, Florida. Statutes, and

Section 6. To exercise any other powers necessary and proper for the governance and operation of the Association, including those powers set forth in the Declaration.

ARTICLE IV

The term for which the corporation is to exist is perpetual unless the corporation is dissolved pursuant to any applicable provision of the Florida Statutes. Any dissolution of the corporation shall comply with the Declaration. In the event of dissolution, the control or right of access to any portion of the Common Properties containing the Surface Water Drainage and Management System shall be conveyed or dedicated to an appropriate governmental unit or public utility. If the Surface Water Drainage and Management System are not accepted by governmental or public utility, then they shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE V

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ARTICLE VI

The corporation shall be governed by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons. The members of the Board of Directors shall be elected in accordance with the provisions of Article and of the By-Laws of the corporation. The initial Board of Directors shall consist of three (3) persons whose names and addresses are:

Douglas Weiland CWES XV LLC

PO Box 172

334 East Lake Road

Palm Harbor, Florida 34685

Natalie Feldman CWES XV LLC

PO Box 172

334 East Lake Road

Palm Harbor, Florida 34685

Cynthia Malinoski CWES XV LLC

PO Box 172

334 East Lake Road

Palm Harbor, Florida 34685

In the event of a vacancy on the Board of Directors, the vacancy shall be filled by the majority vote of the remaining Directors.

ARTICLE VII

The affairs of the corporation are to be managed by a President, a Vice President, a Secretary, a Treasurer and such other Officers as the By-Laws of the corporation may provide for from time to time. All Officers shall be elected by the Board at the first meeting of the Board of Directors following the annual meeting of the corporation and shall hold office until the next succeeding annual election of Officers or until their successors are elected and qualify.

The names of the Officers who are to serve until the first meeting of the Board following the annual meeting of the corporation are:

Douglas Weiland	President
Natalie Feldman	Vice President
Cynthia Malinoski	Secretary/Treasurer

In the event of a vacancy in any office, the vacancy shall be filled by a majority vote of the Board of Directors.

ARTICLE VIII

Each Lot Owner within the Community shall be entitled to one (1) vote for each owned

Lot or as otherwise more fully set forth in the Declaration.

ARTICLE IX

Voting Rights. The Association shall have two (2) classes of membership, Class "A" and

Class "B", as follows:

(a) Class "A... So long as there is a Class "B" Member, Class "A" Members shall be all Lot Owners, with the exception of the Declarant. Class "A" Members shall be entitled to one (1) equal vote for each Lot owned in the Community. When more than one (1) person holds an ownership interest in any Lot, all such persons shall be Members, provided that only one vote may be cast on behalf of all such Members holding an ownership interest in any one Lot. The vote for such Lot shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Lot's vote shall be suspended in the event more than one (1) person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration and the By-Laws, are specified elsewhere in the Declaration and the By-Laws. The Class "B" Member may appoint a majority of the members of the Board prior to the Turnover Date. Following the Turnover Date, the Declarant shall have a right to disapprove actions of the Board and committees as provided in the By-Laws. Additionally, prior to the Turnover Date, the Class "B" Member shall be entitled to three (3) votes for each Lot owned. After the Turnover Date, the Declarant shall be entitled to one (1) vote for

each Lot owned, and shall be entitled to all rights and privileges associated with Class "A" membership in addition to all rights reserved to the Declarant as enumerated in the Declaration, these Articles of Incorporation, and the By-Laws.

The Class "B" Member shall terminate upon the earlier of (the "Turnover Date"):

(i) Three (3) months after ninety percent (90%) of the Lots in the Community that will ultimately be operated by the Association have been conveyed to Lot Owners other than Declarant, as provided in the Declaration.

(ii) Twenty (20) years after the date on which the Declaration is recorded in the public records of Manatee County, Florida; or

(iii) When, in its discretion, the Declarant so determines and declares in a recorded instrument; or

(iv) Upon the Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the governing documents of the Community; or

(v) Upon the Declarant filing a petition seeking protection under Chapter 7 of the federal Bankruptcy Code; or

(vi) Upon the Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of developer rights and responsibilities first arising after the date of such assignment; or

(vii) Upon a receiver for the Declarant being appointed by a circuit court and not being discharged within thirty (30) days after such appointment, unless the court determines within thirty (30) days after such appointment that transfer of control would be detrimental to the Association or its members.

ARTICLE X

Thirty percent (30%) of the total vote that could be cast at any annual or special meeting, represented in person or by proxy, shall constitute a quorum at any meeting of the Members. If a quorum cannot be reached at any meeting of the membership, the meeting may be adjourned and reconvened without notice other than announcement at the meeting. Adjourned and reconvened meetings shall be at least

three (3) days apart and, if a quorum is reached, any business may be transacted which might have been transacted at the adjourned meeting.

ARTICLE XI

This corporation shall never have nor issue any shares of stock, nor shall this corporation distribute any part of the income of this corporation, if any, to its Members, Directors or Officers. However, the corporation shall not be prohibited from reasonably compensating its Members, Directors, or Officers for services rendered, nor shall the corporation be prohibited from making any payments or distributions to members of benefits, monies or properties permitted by Chapter

617, Florida Statutes.

ARTICLE XII

The corporation shall have all the powers set forth and described in Chapter 617, Florida Statutes, as presently existing or as may be amended from time to time, together with those powers conferred by the Declaration, these Articles of Incorporation and the By-Laws of the corporation, including, but not limited to, assess members for all expenses incurred in connection with maintaining and operating the Surface Water Drainage and Management System and the right to enforce that assessment pursuant to the imposition of liens.

ARTICLE XIII

. The corporation shall indemnify all persons who may serve or who have served at any time as Director or Officers, and their respective heirs, administrators, successors and assigns against any and all expenses, including amounts paid upon judgments, counsel fees, and amounts paid in settlement (before or after suit is commenced), actually and necessarily incurred in connection with the defense or settlement of any claim, action, suit or proceeding in which they or any of them are made a party, or which may be asserted against any of them, by reason of having been a Director or Officer of the corporation, except in such cases where the Director or Officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties. Such indemnification shall be in addition to any rights to which such Director or Officer may otherwise be entitled.

ARTICLE XIV

In the absence of fraud, no contract or other transaction between this corporation or any other person, firm, association, corporation or partnership shall be affected or invalidated by the fact that any Director or Officer of this corporation is pecuniary or otherwise interested in, or is a director, member or officer of any such firm, association, corporation or partnership. Any director may vote and be counted in

determining the existence of a quorum at any meeting of the Board of Directors for the purpose of authorizing contract or transaction with like force and effect as if he were not so interested, or not a director, member or officer of such other firm, association, corporation or partnership.

ARTICLE XV

The By-Laws of this corporation are to be made and adopted by a majority vote of the Directors and said By-Laws may not be altered, amended, rescinded or added to except as provided in the By-Laws.

ARTICLE XVI

These Articles of Incorporation may be amended, altered, rescinded, or added to by appropriate resolution approved by a two-thirds (213) vote of the voting interest of the Members present at any duly convened membership meeting or, alternatively, by appropriate resolution adopted by a two-thirds (2/3) vote of the Board of Directors at any duly convened meeting of the Board and accepted by a two-thirds (2/3) vote of the voting interest of the Members present at any duly convened membership meeting. Any Member of this corporation may propose an amendment to the Articles of Incorporation to the Board or the membership, as the case may be. Notwithstanding the foregoing, until termination of the Class B Membership, any changes in the Articles of Incorporation may_ be ·made by a majority vote of the Board of Directors. Any proposed amendment to these Articles, which would affect the Surface Water Drainage and Management System (including environmental conservation areas and the water management portions of the Common Properties), must be submitted to the WMD or its successors for a determination of whether the amendment necessitates a modification of the applicable permit.

ARTICLE XVII

To the extent any provisions contained herein conflict with the Declaration, the provisions contained in the Declaration shall supersede such conflicting provisions contained herein.

IN WITNESS WHEREOF, the undersigned incorporator has executed these Articles of Incorporation, this __ day of February, 2019.

Douglas Weiland as President

EXHIBIT C

By-Laws of the Association

BY-LAWS OF WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY HOMEOWNERS ASSOCIATION, INC.

(A Corporation Not for Profit)

ARTICLE I. Name and Location

The name of the corporation is WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY HOMEOWNERS ASSOCIATION, INC. (hereinafter referred to as the "Association"), and its initial office for the transaction of its affairs shall be c/o CWES XV LLC, 140 Pine Ave North, Oldsmar, Florida 34677. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the "Board").

ARTICLE II. Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Willow Bend Home Owners Association of Manatee County ("Declaration").

ARTICLE III. Meeting of Members

Section 1. Annual Meetings. All annual and special meetings of the Association shall be held in Manatee, County, Florida, or at such other place as may be permitted by law and from time to time as fixed by the Board and designated in the notices of meetings.

Section 2. Notice of Annual Meetings. Annual meetings of the Members of the Association shall be held in the fourth quarter of each fiscal year. Notice of the meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein ("Member of Record") not less than fourteen (14) days prior to the meeting. Evidence of compliance with this 14-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as

Section 9. Voting. The Association shall have two (2) classes of voting membership: Class A, and Class B. So long as there is Class B membership, Class A Members are all Lot Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided below, the Class A Members are all Lot Owners including Declarant so long as such Declarant is a Lot Owner. All Class A Members are entitled to cast one (1) vote for each Lot owned. Prior to termination of Class B Membership and the Transfer of Control described in Section 5.4 of the Declaration, the Class B Member shall be entitled to three (3) votes for each Lot owned. As provided in the Articles of Incorporation, the Class B Member is entitled to appoint the Association's directors until termination of Class B membership.

If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 10. Presiding Officers. At each meeting of the Members, the President, or in his absence the Vice President, shall preside and the Secretary, or in his absence the assistant secretary, shall be the Secretary for the meeting.

Section 11. Right to Speak. Members and Lot Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda (subject to any permissible limitations as provided herein or pursuant to the Act). Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a Member or a Lot Owner have the right to speak for at least three (3) minutes on any item, provided that the Lot Owner submits a written request to speak prior to the meeting (such request shall be delivered to the Association's record office and verified by the Association secretary prior to commencement of the meeting). The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Lot Owner statements, which rules must be consistent with the provisions of this Section.

ARTICLE IV. Directors

Section 1. Board of Directors. Until transfer of control of the Association from the Declarant to the non-Declarant owners, the affairs of the Association shall be managed by a Board of three (3) directors. A director must be a Member except that the directors elected by the Class B Members need not be Members and may be the officers and/or employees of Declarant. There shall be at all times a minimum of three (3) directors.

to allow an average reader to observe the notice and read and comprehend the entire content of the notice and the agenda.

Section 3. Special Meetings. Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the President, Secretary, a majority of the Board, or by the

Members having 6/10 of the votes of the Class A membership.

Section 4. Notice of Special Meetings. No business shall be transacted at any special meeting except as stated in the notice thereof. Notice of all special meetings shall be given by the secretary to Members of Record, or if the secretary shall fail to do so, by the president or Board, not less than thirty (30) nor more than sixty (60) days prior to the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices shall be mailed, delivered, or sent by electronic transmission to each Member listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein within the prescribed time or, in lieu of mailing, delivered by hand to the Members shall suffice. The Secretary shall execute an affidavit that the notice was delivered or mailed in compliance with this section and, once executed the affidavit shall be filed among the official records of the Association.

Section 5. Quorum. Members present in person or represented by proxy entitled to cast at least a simple majority of the total voting interests in the Association, shall constitute a quorum.

Section 6. Action Taken at Meeting. When a quorum is present at any meeting, a majority of the votes duly cast by the Members present at the meeting or represented by written proxy shall decide any question brought before the meeting, unless the question is one upon which by express provision of law, the Declaration, the Articles of Incorporation or these Bylaws, a different vote is required, in which case the express provision shall govern and control. If any meeting of Members cannot be organized because a quorum is not present, the meeting may be adjourned by a majority of the Members present in person, until a quorum is present

Section 7. Order of Business. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board and submitted to the Members of Record with the notice of each meeting.

Section 8. Action Without Meeting. Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval; and, the Members responding to the proposal ("Responding Members") hold at least 2/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 2. Election of Directors.

(a) Election of directors shall be held at the annual Members' meeting.

(b) The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

(c) Except as to vacancies provided by removal of directors by Members, all vacancies in the Board occurring between annual meetings of Members, including vacancies created by increasing the size of the Board, shall be filled by the vote of a majority of the remaining directors.

(d) Any directors elected by Class A Members may be removed in accordance with the provisions of the Act. If a vacancy occurs on the Board as a result of the removal of less than a majority of the directors, the vacancy shall be filled by the affirmative vote of a majority of the remaining directors. If vacancies occur on the Board as a result of the removal of a majority or more of the directors, the vacancies shall be filled in accordance with the provisions of the Act.

(e) Notwithstanding the foregoing, the Board shall be elected solely by Class B Members as long as there are Class B Members, with the exception that one director may be elected by the Class A Members after 50% of the Lots have been conveyed to Class A Members.

(f) Any disputes involving the election of directors shall be resolved through the applicable provisions of the Act.

Section 3. Term of Office. Unless otherwise provided herein, the term of each director's service shall be one year and until his successor is duly elected and qualified or until he is removed in the manner provided elsewhere herein.

Section 4. Composition of the Board of Directors. In accordance with the Articles of Incorporation, the Board appointed and named in said Articles of Incorporation (and their successors appointed by the Declarant) shall serve at least until Class A Members are entitled to elect one or more of the directors.

At the meeting of the Members at which transfer of control of the Association to the non- Declarant Members occurs, three (3) directors shall be elected. The director receiving the highest number of votes shall be elected to a three (3) year term, the director receiving the next highest number of votes shall be elected to a two (2) year term, and the third director shall be elected to a one (1) year term. A term of office shall be deemed to be concluded at the annual meeting of the Members of the Association following or in connection with expiration of the specific term of years. Following the initial election of non-Declarant Members as provided above, subsequent elections to the Board shall be for a two (2) year term of office, unless otherwise provided herein. All officers of a corporation owning a Lot shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

Section 5. Notice of Board Meetings to Members. Notices of all Board meetings must be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of a meeting, except in

an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than seven (7) days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

Section 6. Right of Members to Speak at Board Meetings. Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a Member has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

Section 7. Annual Organizational Meeting. The annual organizational meeting of the Board may be held at such time and place as shall be determined by the directors, except that such annual organizational meeting shall be held as soon as practicable following the annual Members' meeting. If held at any time other than immediately following the annual Members' meeting, there shall be three (3) days' notice given by the President personally or by mail, telephone or telegraph, which notice shall state the time and place of such meeting.

Section 8. Meeting to Determine Assessments. An assessment may not be levied at a Board meeting unless a written notice of the meeting is provided to all Members of Record at least fourteen (14) days before the meeting, which notice shall include a statement that assessments will be considered at the meeting and the nature of the assessments. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted to the Lot Owners and posted conspicuously on the Common Property or broadcast on closed-circuit cable television not less than fourteen (14) days before the meeting.

Section 9. Meeting to Determine Rules and Regulations. Written notice of any meeting at which rules that regulate the use of Homes in the Community may be adopted, amended, or revoked must be mailed, delivered, or electronically transmitted to the Lot Owners, and posted conspicuously on the Common Property or broadcast on closed-circuit cable television, not less than fourteen (14) days before the meeting. A written notice concerning changes to the rules that regulate the use of Homes in the Community must include a statement that changes to the rules regarding the use of Homes will be considered at the meeting.

Section 10. Special Meetings. Special meetings of the directors may be called by the President and must be called by the Secretary at the written request of 2/3 of the directors. Not less than three (3) days' notice of the meeting shall be given personally or by mail, telephone, telegraph or electronically transmitted, which notice shall state the time, place and purpose of the meeting.

Section 11. Petition by Members to Board to Address an Item of Business. If ten percent (10%) of the total voting interests in the Association petition the Board to address an item of business, the Board shall, at its next regular Board meeting or at a special meeting, but not later than sixty (60) days after the receipt of the petition, consider the petitioned item. Written notice of the meeting shall be provided to all Members of Record at least fourteen (14) days before the meeting. Such notice shall include an agenda of items to be considered. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action requested by the petition.

Section 12. Waiver of Notice. Any director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance at a meeting shall constitute a waiver of notice.

Section 13. Quorum and Voting. A quorum at directors' meetings shall consist of a majority of the entire Board. The acts approved by a majority of directors shall constitute the acts of the Board except when approval by a greater number of directors is required by the Declaration, the Articles of Incorporation, these By-Laws, or the laws of the State of Florida.

Section 14. Adjourned Meetings. If at any meeting of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business that might have been transacted at the meeting as originally called may be transacted without further notice.

Section 15. Joinder in Meeting by Approval of Minutes. The joinder of a director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the presence of such director for the purpose of determining a quorum.

Section 16. Presiding Officer and Secretary for Meetings. The presiding officer of the directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside. The Secretary of the Association shall be the secretary for meetings of the directors, unless absent, in which case the directors shall designate one of their members to act as secretary for the meeting.

Section 17. Compensation. No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in

the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

Section 18. Committees. The Board may from time to time appoint such committees and delegate such duties and powers thereto as it may deem advisable.

Section 19. Attendance by Telephone. Any member or members of the Board shall be deemed present and voting at a meeting of such Board if said member or members participate in the meeting by means of a conference telephone or similar communications equipment or device enabling all persons participating in the meeting to hear each other.

Section 20. Action Without Meeting. Any action required or permitted to be taken at any meeting may be taken without a meeting if written consent to the action signed by all the members of the Board is filed with the minutes of the proceedings of the Board.

Section 21. Powers. The Board shall have the powers set forth in the Declaration and the Florida Not-For-Profit Corporation Act, including but not limited to the power to:

(a) adopt and promulgate Rules and Regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

(b) The Board of Directors may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use the Common Properties and/or facilities for the failure of the Lot Owner or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or the Rules and Regulations of the Association, provided that the Association must provide notice and an opportunity for a hearing. If Lot Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of any Lot Owner, tenant, guest or invitee to use any Common Properties and/or facilities. The notice and hearing requirements do not apply to a suspension of use rights due to a monetary delinquency. Notwithstanding any other provision to the contrary, but only as to this subsection, if Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Common Properties/facilities and/or voting rights) enumerated in this subsection for a monetary delinquency of less than ninety (90) days, or in the event that Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Common Properties/facilities and/or voting rights) enumerated in this subsection for other types of violations, then such rights shall automatically be bestowed upon the Association without need for amending this Declaration or providing any notice;

(c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration, including the establishment of the assessments provided for in the Declaration; and

(d) Employ a manager, or such other independent contractors or employees as they deem necessary, and to prescribe their duties.

Section 22. Duties. It shall be the duty of the Board to:

(a) cause to be kept a complete record of all its acts and corporate affairs.

(b) Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) As more fully provided in the Declaration,

(1) Fix the amount of the Assessments against each Lot;

(2) Exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and

(3) take appropriate and timely action against Members whose assessments are in default;

(d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Cause all officers or employees having fiscal responsibilities to be bonded, if such bonding may be deemed appropriate; and

(f) Perform such other acts as may be required of a board of directors under the Florida Not-For-Profit Corporation Act.

ARTICLE V. Officers

Section 1. First Officers. In accordance with the Articles of Incorporation, the first officers of the Association named and appointed in such Articles of Incorporation shall serve until their qualified successors are elected by the Board.

Section 2. Executive Officers. The executive officers of the Association shall be a President, who shall be a director, a Vice President, who shall be a director, a Treasurer-Secretary and other officers as shall be elected by the Board. Except as provided in Section 1of this Article, such officers shall be elected annually by the Board. Officers need not be Lot Owners and the officers and employees of the Declarant may be officers of the Association. The Board from time to time may elect such assistant or other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. Each officer shall serve until a qualified successor is elected by the Board. The Board, by an affirmative vote, from time to time may remove an officer with or without cause and fill such vacancy so created.

Section 3. President. The President shall be the Chief Executive Officer of the Association. He shall have all of the powers and duties that are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the Members from time to time, as he in his discretion may determine appropriate, to assist in the conduct of the affairs of the Association.

Section 4. Vice-President. The Vice-President, in the absence or disability of the President, shall exercise the powers and perform the duties of the President. He also shall assist the President generally and exercise such other powers and perform such other duties as shall be prescribed by the directors.

Section 5. Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and Members. He shall attend to the giving and serving of all notices to the Members and directors and others that are required by law. He shall have custody of the seal of the Association and affix it to any instruments requiring a seal when duly signed. He shall keep the records of the Association including the membership book, except those of the treasurer unless the secretary is also the treasurer of the Association. The Secretary shall perform all other duties incident to the office of secretary of a corporation and as may be required by the Board of Directors or the President. Any assistant secretary elected shall perform the duties of the Secretary when the Secretary is absent.

Section 6. Treasurer. The treasurer shall have custody of all property of the Association including funds, securities and evidences of indebtedness. He shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties usually incident to the office of treasurer.

Section 7. Compensation. No officer shall receive any compensation by reason of his office; provided, however, that nothing herein shall preclude the Board from employing an officer as an employee of the Association or preclude the contracting with an officer for management services.

ARTICLE VI Fiscal Management

Section 1. Depositories. All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall

be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

Section 2. Contracts, Etc. Except as otherwise specifically provided by these Bylaws, all contracts, agreements, deeds, bonds, mortgages and other obligations and the instruments shall be signed on behalf of the Association by the president or by such other officer, officers, agent or agents as the Board may from time to time by resolution provide, and shall be entered into in accordance with the Act.

Section 3. Budget. The Board shall adopt .a budget for each fiscal year that shall include the estimated funds required to defray the Association expenses and to provide and maintain funds for the appropriate accounts according to good accounting practices. Such budget shall be adopted prior to, and a copy shall be distributed at, the annual Members' meeting next preceding the fiscal year for which the budget shall apply.

Section 4. Assessments. As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of 18% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Association may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. Setting of Initial General Assessments.

(a) General Lot Assessment. The Board shall adopt the General Lot Assessment as provided for in the Declaration. The initial level of the General Lot Assessment until changed by action of the Board shall be no more than $1,140.00 per Lot per year (payable in equal monthly installments of no more than $95.00 each for a Lot).

Section 6. Special Lot Assessments. As contemplated by the Declaration, Special Lot Assessments may be adopted by the Association to meet expenses which exceed the budget adopted by the Board of Directors. Such Special Lot Assessments shall be adopted and levied upon approval of a majority of the votes cast by the Members present at a special meeting called for that purpose.

Section 7. Specific Lot Assessments. As contemplated by the Declaration, Specific Lot Assessments may be levied by the Association.

Section 8. Financial Report. The Treasurer of the Association shall report the financial status of the Association to the Members sixty (60) days following the end of the fiscal year in accordance with the financial reporting requirements of the Act.

Section 9. Fines. The Association shall have the power to suspend, for a reasonable period of time, the rights of a Member and/or such Member's tenants, guests or invitees to use the Common Property, and to levy reasonable fines against same not to exceed the greater of $1000.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Declaration, these By-Laws or any Rules and Regulations. No fine or suspension may be imposed except upon fourteen (14) days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least three (3) Members of the Association. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the meeting. The committee must approve, by a majority vote, the proposed fine, prior to it being imposed. No fine or suspension may be imposed except upon majority approval of the Members of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians' ingress and egress to and from such offending person's Lot. The voting rights of a Member may be suspended by the Association as provided in the By-Laws or the Declaration.

ARTICLE VII. Books and Records

The books, records and papers of the Association shall be available for inspection and copying by Members of their authorized agents during reasonable business hours within ten (10) business days after receipt of a written request for access. These records shall be available at the

Association's principal office, where copies may be purchased for a reasonable cost.

ARTICLE VIII. Amendments

These By-Laws may be altered, amended, or rescinded by (i) the affirmative vote of a majority of a majority of the total Class A voting interests and Class B voting interests entitled to vote, and (ii) the affirmative vote of 100% of the Class B Members, if any. Notwithstanding the foregoing, (a) no amendment to the By-Laws shall be valid which affects any of the rights and privileges provided to the Declarant without the written consent of the Declarant as long as Declarant shall own any Lots in the Community, and (b) no amendment which will affect any aspect of the surface water management system located on the Property shall be effective without the prior written approval of the St Johns River Water Management District.

ARTICLE IX. Miscellaneous

Section 1. The fiscal year of the Association shall be the calendar year.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles of Incorporation shall control. In the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. All issued or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

Douglas Weiland as President

EXHIBIT D

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICI'IONS FOR WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY

SWFMD Permits Documents To Follow

Exhibit D

Southwest Florida
Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

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

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

October 03, 2017

CWES XV, LLC
Attn: Douglas Weiland
334 E. Lake Road #172
Palm Harbor, FL 34685

Subject: **Notice of Intended Agency Action - Approval**
ERP Minor Modification

Project Name:	Willow Bend
App ID/Permit No:	753422 / 43041579.001
County:	Manatee
Letter Received:	September 26, 2017
Expiration Date:	October 03, 2022
Sec/Twp/Rge:	S31/T33S/R19E, S30/T33S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit modification. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

cc: Ralph J. Rhodes, P.E., P.S.M., R. J. Rhodes Engineering, Inc.

Southwest Florida
Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal Opportunity Employer

Bartow Service Office
170 Century Boulevard
Bartow, Florida 33830-7700
(863) 534-1448 or
1-800-492-7862 (FL only)

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

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

October 03, 2017

CWES XV, LLC
Attn: Douglas Weiland
334 E. Lake Road #172
Palm Harbor, FL 34685

Subject: **Notice of Agency Action - Approval**
ERP Minor Modification

Project Name:	Willow Bend
App ID/Permit No:	753422 / 43041579.001
County:	Manatee
Letter Received:	September 26, 2017
Expiration Date:	October 03, 2022
Sec/Twp/Rge:	S31/T33S/R19E, S30/T33S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved.

This modification to Environmental Resource Permit (ERP) No. 43041579.000 authorizes the following:

1. Reconfiguration of proposed lot lines and wet detention Pond 2 (including associated modifications to drainage easements, grading, and stormwater collection system) as shown on the approved construction drawings for this ERP 43041597.001. The total number of residential lots (279) remains the same and the total amount of impervious is reduced.

2. The construction plans previously authorized under ERP 43041597.000 are no longer authorized for construction.

3. All other terms and conditions of Permit (ERP) No. 43041579.000 issued August 6, 2014 and entitled Willow Bend apply.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: Ralph J. Rhodes, P.E., P.S.M., R. J. Rhodes Engineering, Inc.

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

August 06, 2014

CWES XV, LLC
Attn: Douglas Weiland
334 E. Lake Road #172
Palm Harbor, FL 34685

Kenneth Lark
730 123rd Avenue
St. Petersburg, FL 33706

Maryjo Lark Allison
867 49th Avenue North
St. Petersburg, FL 33703

Subject: **Notice of Intended Agency Action**
ERP Individual Construction

Project Name:	Willow Bend
App ID/Permit No:	684575 / 43041579.000
County:	MANATEE
Sec/Twp/Rge:	S30/T33S/R19E, S31/T33S/R19E

Dear Permittee(s):

Your Environmental Resource Permit has been approved contingent upon no objection to the District's action being received by the District within the time frames described in the enclosed Notice of Rights.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at www.WaterMatters.org/permits.

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of intended agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of intended agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of intended agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notice of intended agency action, as well as a noticing form that can be used is available from the District's website at www.WaterMatters.org/permits/noticing. If you publish notice of intended agency action, a copy of the affidavit of publishing provided by the newspaper should be sent to the District's Tampa Service Office, for retention in the File of Record for this agency action.

If you have questions, please contact Steven Lopes, at the Tampa Service Office, extension 6506. For assistance with environmental concerns, please contact Cory Catts, extension 6104.

Sincerely,

Michelle K. Hopkins, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Approved Permit w/Conditions Attached
Statement of Completion
Notice of Authorization to Commence Construction
Notice of Rights

cc: U. S. Army Corps of Engineers
Ralph J. Rhodes, P.E., P.S.M., R. J. Rhodes Engineering, Inc.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43041579.000

EXPIRATION DATE: August 06, 2019 **PERMIT ISSUE DATE:** August 06, 2014

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME:	Willow Bend
GRANTED TO:	CWES XV, LLC Attn: Douglas Weiland 334 E. Lake Road #172 Palm Harbor, FL 34685
OTHER PERMITTEES:	Kenneth Lark 730 123rd Avenue St. Petersburg, FL 33706
	Maryjo Lark Allison 867 49th Avenue North St. Petersburg, FL 33703

ABSTRACT: This permit authorizes the construction of a stormwater management system serving a 118 acre single family residential subdivision. Water quality treatment and attenuation will be provided by proposed wet detention systems. The site is located between the south end of Martha Road and the north end of 114th Drive East, approximately 0.70-mile north of US Highway 301 in Manatee County, Florida. Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY:	Willow Bend Homeowner's Association, Inc.
OTHER OP. & MAIN. ENTITY:	N/A
COUNTY:	MANATEE
SEC/TWP/RGE:	S30/T33S/R19E, S31/T33S/R19E
TOTAL ACRES OWNED OR UNDER CONTROL:	232.80
PROJECT SIZE:	118.00 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	January 22, 2014
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
2	3.54	MAN-MADE WET DETENTION
3	2.39	MAN-MADE WET DETENTION
4	2.14	MAN-MADE WET DETENTION
5	1.03	MAN-MADE WET DETENTION
6	2.03	NO TREATMENT SPECIFIED
7	1.25	MAN-MADE WET DETENTION
9	1.90	MAN-MADE WET DETENTION
10	1.73	MAN-MADE WET DETENTION
11	0.37	MAN-MADE WET DETENTION
FPC1	1.62	NO TREATMENT SPECIFIED
FPC2	2.63	NO TREATMENT SPECIFIED
	Total: 20.63	

Water Quantity/Quality Comments:
The existing land use is agricultural. The proposed project consists of a 279 lot single family residential subdivision. Pond 6 provides conveyance and attenuation storage only. Ponds FPC1 and FPC2 are floodplain compensation ponds.

The project discharges to a waterbody (Buffalo Creek/WBID 1823) that is verified as impaired for dissolved oxygen and fecal coliform; water quality certification is therefore waived as a condition of this permit. The surface water management system design implements mitigation measures that will cause net improvement of the water quality in the receiving waters for those parameters which do not meet standards.

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

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
15.04	12.10	Storage Modeling	N/A

Floodplain Comments:
According to FEMA floodplain determinations portions of the project lie within Flood Zones A, AE, X, and X500. The Buffalo Canal Watershed Model was updated with site specific information (including proposed floodplain compensation Ponds FPC1 and FPC2) and used to demonstrate no adverse impacts. The elevations shown on the construction plans are based on NGVD1929 vertical datum; the elevations used in the drainage modeling are based on NAVD1988 vertical datum.

*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Hydric Excavated Pond 1	2.99	0.00	2.99	0.00	0.00	0.00
OSW-2	0.25	0.08	0.12	0.00	0.05	0.00
Hydric Excavated Pond 3	0.43	0.00	0.43	0.00	0.00	0.00
Hydric Excavated Pond 4	0.49	0.00	0.49	0.00	0.00	0.00
OSW-5	0.33	0.31	0.02	0.00	0.00	0.00
Wetland 1	3.96	3.94	0.00	0.00	0.02	0.00
Upland Excavated Ditches	0.90	0.00	0.90	0.00	0.00	0.00
Hydric Excavated Ditch	0.75	0.00	0.75	0.00	0.00	0.00
Total:	**10.10**	**4.33**	**5.70**	**0.00**	**0.07**	**0.00**

*** For impacts that do not require mitigation, their functional loss is not included.**

Wetland/Other Surface Water Comments:
There are 3.96 acres of wetlands (Wetland 1, FLUCCS 641) located within the project area for this ERP. 0.02 acre of tempoary wetland impacts are authorized by this permit. There are 6.14 acres of other surface waters features, consisting of 0.90 acre of upland cut ditches (Upland Excavated Ditches, FLUCCS 510), 3.91 acres of hydric cut ponds (Hydric Excavated Pond 1, 3, and 4, FLUCCS 524), and 0.58 acre of other surface waters (OSW-2 and OSW-5, FLUCCS 510), and 0.75 acres of hydric excavated ditch (FLUCCS 510) located within the project area. Permanent filling impacts to 5.70 acres and temporary filling impacts to 0.05 acre of the project surface waters will occur for the construction of the subdivision.

Mitigation Information
Mitigation Comments:
Wetland mitigation is not required for 0.90 acre of permanent filling impacts to the upland cut ditches (Upland Excavated Ditches, FLUCCS 510) pursuant to Subsection 10.2.2.2 of the Basis of Review. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Wetland mitigation will not be required for permanent impacts to 4.82 acres of Wetland 1, hydric-cut ponds, ditches and other surface waters (Hydric Excavated Pond 1, 3, 4, Hydric Excavated Ditches, OSW-5 and OSW-2, FLUCCS 524 and 510) pursuant to Section 10.2.2. of the Basis of Review. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

Specific Conditions

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

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

3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetland or wetland buffer described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.

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

   wetland and surface water areas

   wetland buffers

   limits of approved wetland impacts

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

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

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

6. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, and the locations and limits of all wetlands, wetland buffers, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.

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

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

b. declaration of protective covenants, deed restrictions or declaration of condominium
The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.

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

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

9. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.

10. All lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the District Service Office that services this permit), as part of the deed restrictions:

"The lot owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD."

11. Certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341 is waived.

12. If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the affected area shall cease.

13. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.

14. The Permitted Plan Set for this project includes the set received by the District on June 23, 2014, and Sheet 5A received by the District on May 2, 2014.

15. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

The operation and maintenance entity must maintain a record of each inspection, including the date of inspection, the name and contact information of the inspector, whether the system was functioning as designed and permitted, and make such record available upon request of the District.

Within 30 days of any failure of a stormwater management system or deviation from the permit, an inspection report shall be submitted using Form 62-330.311(1), "Operation and Maintenance Inspection Certification" describing the remedial actions taken to resolve the failure or deviation.

16. District staff must be notified in advance of any proposed construction dewatering. If the

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

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

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

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

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

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

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

22. Restoration of the temporary construction access road to pre-developed conditions, as shown on the permitted construction plans, shall be a requirement for successful transfer to operation phase.

GENERAL CONDITIONS

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

Michelle K. Hopkins, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.

a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.

b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.

c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a projectspecific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.

d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.

e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.

f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:

   1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or

   2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].

   3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.

g. If the final operation and maintenance entity is a third party:

   1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as- built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.

h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.

i. This permit does not:

1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;

2. Convey to the permittee or create in the permittee any interest in real property;

3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or

4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.

j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.

k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.

l. The permittee shall notify the Agency in writing:

1. Immediately if any previously submitted information is discovered to be inaccurate; and

2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.

m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.

n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.

p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.

q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.

r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

EXHIBIT E

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY

DECLARANT GUARANTEE

Monthly Amount

(for the period beginning upon recording the Declaration through remainder of the first fiscal year)

Monthly Amount (for the period beginning upon recording the declaration through remainder of first fiscal year	Monthly Amount (the period for the 2"d fiscal year)	Monthly Amount (the period for the 3rd fiscal year)	Monthly Amount (for the balance of the 36 month guarantee period)
$95.00	$95.00	$95.00	$95.00

EXHIBIT F

RIGHT OF ENTRY

and

COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 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 Nine of the Land Development Code (Subdivision Procedures and Standards, Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, and Restrictions for WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY.

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 pot1ions of the Community Common Areas as may be necessary to perform those duties.

II. Ownership of the Community Common Areas. Notwithstanding anything herein contained to the contrary, the Community 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 Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

III. Disturbance of Common Areas. No lands in the Common Open Space 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 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 pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefore, and shall become a lien on the property if unpaid at the end of such period.

V. Compliance with Laws. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.

VI. Amendments to Right of Entry. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

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EXHIBIT G

Notice to Buyer and Street Tree Planting Schedule

All capitalized terms not defined herein shall have the meaning ascribed to them in the Declaration of Covenants, Conditions and Restrictions of **WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY HOMEOWNERS ASSOCIATION, INC** ("The HOA") as amended from time to time (the "Declaration") to which this Notice to Buyers is attached. The following notice is provided to purchasers of Lots and Units in **WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY (a.k.a Willow Bend)** (the "Subdivision"), located in Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your Lot is subject to:

1. The Declaration of Covenants, Conditions and Restrictions of The HOA, as amended from time to time (the "Declaration") a copy of which shall be provided upon execution of your contract to purchase.

2. Ownership of a Lot in said Subdivision automatically makes you a member of **WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY HOMEOWNERS ASSOCIATION, INC**, a Florida not-for-profit corporation (the "Association"), and you are subject to its Articles of Incorporation, Bylaws and Rules and Regulations. The Association's Articles of Incorporation, By Laws, together with the Declaration are referred to herein as the "Governing Documents."

3. The Association has the right and power to assess and collect, as provided in the Governing Documents, the costs of maintenance of the common open space areas, recreation areas, upland and wetland preserve area, stormwater management systems, private rights of way, and landscape buffers, all of which you have a right to enjoy, in accordance with the Governing Documents. A proposed budget for the first ten years is included in the Declaration for **WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY HOMEOWNERS ASSOCIATION, INC** as Exhibit " E", but is subject to adoption, amendment and/or modification by the Board of Directors.

4. The Owner of each Lot shall be responsible for the planting and maintenance of trees on such Lot as required by Manatee County pursuant to final site plan approval for the Subdivision. Such plan approval requires that each Lot owner plant trees in accordance with the Manatee County Land Development Code. ARC approval as required by the Declaration shall be withheld until such time as the plans and submissions presented for each Lot comply with the tree planting obligations provided for herein. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without appropriate permits and authorizations provided by Manatee County. In the event that a tree planted in compliance with the requirements of this paragraph dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days thereafter. If an Owner has failed to comply with the foregoing requirements, then after notice and compliance with the procedural requirements of the Declaration, the Association may take such action as is necessary to achieve compliance. All costs of the Association in so doing shall be assessed to the particular Owner and his Lot as an Individual Assessment. Until so collected, such costs shall be treated as an expense to the **WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY**

HOMEOWNERS ASSOCIATION, INC. The following is a Tree Planting Schedule which defines requirements for approved Subdivision tree installation:

Botanical Name	Common Name	Specifications
Callistemon Rigidus	Erect Bottlebrush Tree	10' h, 2 ½' caliper
Callistemon Viminalis	Weeping Bottlebrush Tree	10'h, 2 ½' caliper
Cordia boissieri	White Geiger Tree	10'h, 2 ½' caliper
Llex Cassine	Dahoon Holly	10'h, 2 ½' caliper
Llex x attenuate 'Eagleston'	Eagleston Holly Tree	10 h, 3 ½' caliper
Lagerstroemia Indica	Crepe Murtle Tree	10'h, 2 ½' caliper
Senna Bicapsularis	Cassia Tree	10'h, 2 ½' caliper
Senna Polyphylla	Desert Cassia	10'h, 2 ½' caliper
Sabal Palmetto	Cabbage Palm	15'—22'oa, Hurricane Cut
Tabebuia Caraiba	Gold Tree	10' – 12'h, 2 ½' caliper
Tabebuia Chysotricha	Gold Trumpet Tree	10' – 12'h, 2 ½' caliper
Tabebuia Heterophylla	Pink Trumpet Tree	10' – 12'h, 2 ½' caliper
Tabebuia Impetiginosa	Purple Trumpet Tree	10' – 12'h, 2 ½' caliper

Street Tree List /

Accent Tree 2 ½" Caliper

4837-463 9054 B

NOTE: The required number of street trees and lot trees shall be planted prior to the issuance of the final certificate of occupancy for each home. All street trees shall be planted within the 25 foot public right of way and not within any public or private utility easements. Each street tree or lot tree shall be a Native Canopy Tree having the following minimum specification: 3 inch caliper, having an overall all height of 12 feet and a 5 foot minimum spacing (spr) between trees. Each Buyer and the Association shall be responsible for maintaining the minimum sight Visibility Triangles pursuant to Section 701 of the Manatee County Land Development Code.

TREE PLANTING SCHEDULE:

Schedule 1
SINGLE FAMILY LOT STREET TREES

WILLOW BEND PHASE 1A

LOT #	TREES
168	1
169	1
170	1
171	1
172	1
173	1
174	1
175	2
176	1
177	1
178	1
179	1
180	1
181	1
182	1
183	1
184	1
185	1
186	1
187	1
188	1
189	1
190	1
191	1
192	1
193	1
194	1
195	1
196	1
197	1
198	1
199	1
200	1
201	1
202	1
203	2
204	1
205	1
206	1
207	1
208	1

209	1
TOTAL	44

5. Landscape plantings and irrigation shall be provided at various Common Area and landscape buffer locations within the Subdivision, as shown in the Final Site Plan for the Subdivision. Purchasers are hereby notified that such plantings are a code requirement, constituting an obligation on the part of the Association to Manatee County for Subdivision approval, and as such, plantings and irrigation may not be removed, altered, or destroyed. The costs for the maintenance and replacement of such irrigation and planting shall be borne by the Association.

6. Sidewalks for individual lots shall be installed at the time of home construction prior to the issuance of a Certificate of Occupancy. All sidewalks shall be installed in accordance with the approved construction drawings or meeting the standards of the Manatee County .Land Development Code.

7. The applicant and their heirs, assigns, or transferees, are hereby notified that a payment of an impact fee for school purposes shall be required when and if such impact fee is adopted by the School Board of Manatee County or the Board of County Commissioners.

8. All lot owners shall be encouraged to participate in the Florida Yards. and Neighborhoods Program. Information shall be provided in the sales office and provided to all lot purchasers.

9. The Subdivision has neighboring agricultural uses, which may be ongoing. This may include the use of pesticides and herbicides, and may have odors and noises associated with such uses. Further, the Subdivision is located adjacent to rural, agricultural and/or natural resource land management areas. Smoke from open burning, odors, dust and noises associated with these uses may occur on an ongoing basis. All lot owners and buyers of lots in this area shall recognize the need for such land management activities.

10. The Subdivision is in close proximity to Interstate 75 and an active railroad track to the north of the FPL easement described above. The Subdivision may experience noise, vibration, and pollution impacts from the Interstate and the railroad.

11. Project site for Phase 1A falls in flood Zone X per FIRM Panel 12081C0179E dated March 17, 2014.

12. As more particularly described and set forth in the following documents: (a) the Plat, (b) the Southwest Florida Water Management District Environmental Resource Permit, and (c) the Declaration of Covenants for **WILLOW BEND HOME OWNERS ASSOCIATION OF MANATEE COUNTY HOMEOWNERS ASSOCIATION, INC**, Seller hereby discloses to Buyer that the Subdivision contains wetlands and wetland buffers (collectively, the "Wetland Areas"). In addition to any additional restrictions set forth in the foregoing documents and subject to all rights and obligations of record as of the date of the recording of the Plat, the Declaration, and the notice of the Permit, unless permitted by the Manatee County Land Development Code the following activities are expressly prohibited within the boundaries of the Wetland Areas without the prior written consent of Manatee County: (1) "Development", as defined by the Land Development Code, (2) construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground, (3) construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or authorizations,

(4) dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials (5) removal, mowing or trimming of trees, shrubs or other vegetation, (6) application of herbicides, pesticides, or fertilizers. (7) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, (8) surface use except for purposes that permit the land or water areas to remain in its natural condition, and (9) planting of vegetative material that is not native to the Southwest region of Florida.

13. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easement described in the SWFWMD Permit and Plat, unless prior written approval from the SWFWMD is received.

14. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with the SWFWMD.

15. In order to provide a clear view of intersecting streets and travel lanes, on every corner lot, at every driveway intersection with streets and parking areas, there shall be a visibility triangle clear of any structure, fence and obstruction planting or parking in accordance with the Manatee County Land Development Code. It shall be the responsibility of the each Lot Owner to maintain such visibility triangle horizontal and vertical clearance at all times. Any violation of the foregoing shall be subject to immediate removal, without prior notification to the Lot Owner, by the Manatee County transportation department at the expense of the Lot Owner.

16. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any lot sales contract between Buyer and Declarant.

EXHIBIT H

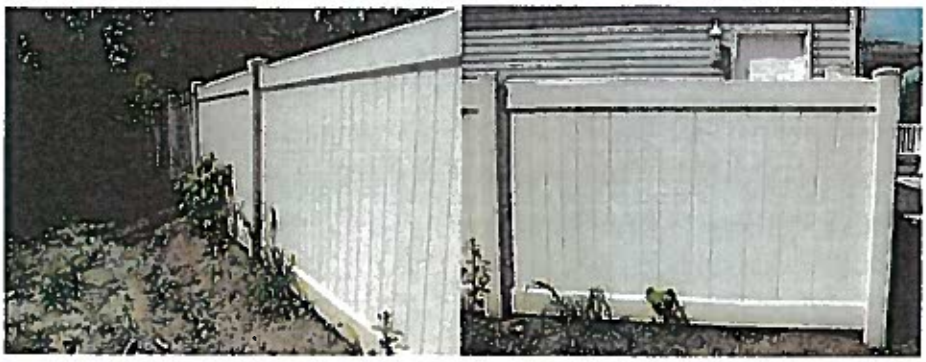
Approved Lot Fences

Exhibit H

APPROVED FENCE STYLES

Examples of Approved Fence Styles:

6' Privacy – Tan PVC T&G Fence



4' Tan PVC Picket Fence

Black Aluminum Picket Fence (flat or picket top)

Exhibit I

Willow Bend Home Owners' Association of Manatee County, Inc.
Proposed Five Year Fiscal Program

Based on 279 Homes

	2019
INCOME	
Assessment Income	$ 318,311
TOTAL INCOME	$ 318,311
OPERATING EXPENSES	
Working Capital Contribution	$ 187,000
General & Administrative	$ 5,000
Management Fees	$ 7,000
CPA & Tax Prep	$ 3,500
Legal Fees	$ 1,200
Insurance	$ 20,000
Corporate Filing/Annual Report	$ 63
Professional Fees	$ 1,000
Permits & Fees	$ 500
Reserve Study	
Collection Fees	
Bad Debt Allowance	$ 1,000
Subtotal General & Administrative	$ 226,263
Common Area Maintenance	
Landscape Maintenance	$ 4,000
Mulch/Tree Trimming	$ 3,000
Landscape Replacement	
Irrigation Maintenance	$ 1,500
Wetland Maintenance	$ 3,000
Pool and Bathroom Maintenance	
Pool Maintenance & Repair	$ 4,000
Pressure Cleaning	$ 2,500
Amenity Cleaning	
Entry Maintenance	$ -
Misc. Maintenance	$ 500
Subtotal Common Area Maintenance	$ 18,500
Utilities	
Electric	$ 12,000
Streetlights	$ 18,000
Water - Irrigation	$ 10,000
Subtotal Utilities	$ 40,000
Total Operating Expenses	$ 284,763
Total Pooled Reserves	$ 33,548
Total Assessments	$ 318,311
Annual Assessment Per Lot	$ 1,140.90
Monthly Assessment Per Lot	$ 95.07

Willow Bend Home Owners' Association of Manatee C

Proposed Reserve Budget January 1,2019 to December 31, 2019

Reserve Items	Replacement Cost	Cash Balance 2019	Pending Contributions	Life Expectancy	Remaining Life	01/01/2019 Beginning Balance	Fully Funded Reserves
Pool	$ 150,000	$ 3,500	$ -	25	25	$ 3,500	$ 5,860.00
Pool Marcite	$ 12,000	$ -	$ -	10	7	$ -	$ 1,714.29
Pool Cabana	$ 100,000	$ 3,500	$ -	20	19	$ 3,500	$ 5,078.95
Pool Furniture	$ 50,000	$ -	$ -	10	10	$ -	$ 5,000.00
Playground	$ 25,000	$ 3,500	$ -	20	19	$ 3,500	$ 1,131.58
Dog Park	$ 10,000	$ 3,500	$ -	20	19	$ 3,500	$ 342.11
Mail Kiosk	$ 40,000	$ 3,500	$ -	20	19	$ 3,500	$ 1,921.05
Controlled Access	$ 60,000	$ -	$ -			$ -	
Street Lights	$ 25,000	$ 3,500	$ -	20	19	$ 3,500	$ 1,131.58
Fences	$ 40,000	$ 3,500	$ -	20	19	$ 3,500	$ 1,921.05
Landscape	$ 60,000	$ 3,500	$ -	20	19	$ 3,500	$ 2,973.68
Ponds	$ 75,000	$ 3,500	$ -	20	19	$ 3,500	$ 3,763.16
Sidewalks	$ 55,000	$ 3,500	$ -	20	19	$ 3,500	$ 2,710.53
Declarent Contribution		**$ 35,000**					
Total Contribution							**$ 33,547.97**

Exhibit J

Maintenance Program
WILLOW BEND PHASE 1A

A maintenance program for the area described on the plat of Willow Bend Phase 1A has been established for the operation and care of the subdivision tracts.

The following is a schedule for the inspections and maintenance of all Common Areas described by the plat of Willow Bend Phase 1A.

1. Monthly mowing and maintenance of common areas including maintenance of all irrigation systems located on the common areas.

2. Maintain landscaping of the common areas and landscape buffers as required by the SWFWMD, Manatee County and the Declaration.

3. Monthly treatment of all lakes and retention ponds to maintain water quality. Includes removal of any exotic species and any necessary compliance with applicable regulations.

Compliance with all respects with the requirements of Manatee County and the SWFWMD and specifically the permits approving this development will be established with respect to all areas of the subdivision for which the Homeowners Association has maintenance responsibility.

The following is a schedule for the inspection and maintenance of areas under the purview of the Homeowners Association:

4. In accordance with the SWFWMD Permit, for all systems utilizing retention and wet detention within the subdivision, inspection reports shall be performed 2 years after the operation is authorized by the SWFWMD and every 2 years thereafter.

5. The lot owners shall not remove native vegetation (including cattails) that becomes established with the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD.