

Bennah Oaks

HOA Summary

This summary is provided for general informational purposes and is not part of the recorded HOA documents nor a full list of restrictions and covenants. Refer to the full HOA governing docs for a complete understanding of the Homeowners' Association covenants, bylaws, and restrictions. Written approval from the Architectural Review Board may be required prior to making allowed changes to the property.

Fences

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

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

Landscaping and Yard Use

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

Garden beds: No limitations noted

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

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

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

Parking and Motor Vehicles

Commercial / Work Vehicles: Allowed in garage

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

Trailers: Allowed in garage

Animals

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

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

Livestock: Not allowed

Rentals

Long term: No less than 7 months

Short term: Not allowed

See recorded HOA documents in pages that follow



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

AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS FOR BENNAH OAKS HOMEOWNERS
ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, is made as of this 20th day of March, 2024, by BENNAH OAKS, LLC, a Florida limited liability company (“Declarant”) and BENNAH OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (“Association”), for itself and its successors, grantees, assignees, and transferees.

RECITALS

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

WHEREAS, Declarant desires to develop a planned residential community to be known as “Bennah Oaks” upon the property; and

WHEREAS, Declarant executed and recorded that certain Declaration of Covenants and Restrictions for Bennah Oaks in Official Record Book 8272 at Page 1870, Public Records for Marion County, Florida;

WHEREAS, Section 11.1 of the Declaration authorized Declarant to unilaterally amend these Declarations;

WHEREAS, the Declarant desires to amend and restate the Declaration in its entirety for the purpose of clarifying and modifying the covenants and restrictions contained therein;

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder;

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

ARTICLE 1: DEFINITIONS

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

- 1.1 “ADDITIONAL PROPERTY” shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by Declarant and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by

this Declaration unless and until such property is added by a Supplemental Declaration executed by Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean a portion (or all) of the Additional Property.

- 1.2 "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Amended Declaration of Covenants, Conditions, Restrictions, and Easements for Bennah Oaks Association, Inc." and each of which shall be properly adopted pursuant to the terms of the Governing Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.
- 1.3 "ARTICLES" shall mean the Articles of Incorporation of the Association filed in the Office of the Secretary of State of the State of Florida, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be amended from time to time.
- 1.4 "ASSESSMENT" shall mean assessments for which all the Owners are obligated to pay to the Association and includes "Individual Home Assessments" and "Special Assessments" (as such terms are defined herein) and any and all other assessments which are levied by the Association in accordance with the Governing Documents.
- 1.5 "ASSOCIATION" shall mean Bennah Oaks Association, Inc., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, and which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Bennah Oaks as provided in this Declaration. The "Association" is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.
- 1.6 "BUILDER" shall mean and refer to any person or entity that purchases at least thirty (30) Lots from the Declarant for the purpose of constructing a Home on each Lot for sale to third-party purchasers.
- 1.7 "BYLAWS" shall mean the Bylaws of the Association, which have been or will be adopted by the Board, a copy of which are attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.
- 1.8 "COMMON AREA" OR "COMMON PROPERTY" shall mean the property which is or will be owned and/or maintained by the Association, as set forth in this Declaration or on the Plat, or additional plat, if any.
- 1.9 "COUNTY" shall mean and refer to Marion County, Florida.

- 1.10 “DECLARANT” shall mean BENNAH OAKS, LLC, a Florida limited liability company, and any successor or assign thereof to which BENNAH OAKS, LLC, specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home, be deemed a successor or assign of Declarant under the Governing Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.
- 1.11 “DECLARATION” shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded in the Public Records of the County.
- 1.12 “DIRECTOR” shall mean a member of the Board.
- 1.13 “DRAINAGE SYSTEM” shall mean all structures, including culverts and swales, required to collect and convey rainfall runoff from Bennah Oaks to the water management tract(s) on and/or adjacent to the Property. The Drainage System is located upon and designed to serve Bennah Oaks and is a private drainage system. The Drainage System shall be maintained by the Association in accordance with the District Permit(s).
- 1.14 “GOVERNING DOCUMENTS” shall mean, in the aggregate, this Declaration and the Articles, Bylaws, any rules and regulations of the Association which may be promulgated, all of the instruments and documents referred to therein and executed in connection therewith, and all amendments to the foregoing.
- 1.15 “HOA ACT” shall mean the homeowners' association act, Chapter 720, Florida Statutes, as amended through the date of recording this Declaration amongst the Public Records of the County.
- 1.16 “HOME” shall mean a single, detached, residential dwelling unit located on a Lot intended as an abode for one (1) family. The term Home shall include the Lot.
- 1.17 “IMPROVEMENT” shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Bennah Oaks, including, but not limited to, buildings, walkways, sidewalks; parking areas, berms, fountains, sprinkler pipes, gatehouses, roads, driveways, fences, perimeter and retaining walls, underground, footers and other foundation supports, stairs, landscaping, hedges, plantings, poles, swings, swimming pools, covered patios, screen enclosures, jogging, bicycling and walking paths, basketball backboards and hoops, signs, site walls, gazebos, benches, mailboxes, decorative street lights and signs.

- 1.18 “INSTITUTIONAL MORTGAGE” shall mean a mortgage held by an Institutional Mortgagee on any property within Bannah Oaks.
- 1.19 “INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER” shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Bannah Oaks, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any “secondary mortgage market institution,” including the Federal National Mortgage Association (“FNMA”), Government National Mortgage Association (“GNMA”), Federal Home Loan Mortgage Corporation (“FHLMC”) and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration (“VA”), the Federal Housing Administration (“FHA”) or the U.S. Department of Housing and Urban Development (“HUD”) or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.
- 1.20 “INTEREST” shall mean the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.
- 1.21 “LEGAL FEES” shall mean (i) all fees for attorney and paralegal services incurred in connection with negotiations, mediation, arbitration, litigation or preparation for same (whether or not such an action is actually begun) through and including all trial and appellate levels and post-judgment or collection proceedings; and (ii) all costs incurred with respect to the matters set forth in (i), above.
- 1.22 “LOT” shall mean any parcel of land within Bannah Oaks as shown on the Plat, any additional plat, or on any replat, if any, upon which a Home is permitted to be constructed, together with the improvements thereon. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon are sometimes collectively referred to as a Lot in this Declaration and the Governing Documents.
- 1.23 “MEMBERS” shall mean all of the Owners who are also members of the Association, as provided herein.
- 1.24 “NOTICE AND HEARING” shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at the Owner's expense, in the manner set forth in Section 10.1 herein.

- 1.25 “OWNER” shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Home within Bennah Oaks and includes Declarant for as long as Declarant owns fee simple title to a Lot or Home, but excluding therefrom those having such interest as security for the performance of an obligation.
- 1.26 “PLAT” shall mean the plat of Bennah Oaks, recorded in the Public Records of the County. In the event an additional plat is recorded in the Public Records of the County with respect to the Additional Property made subject to this Declaration pursuant to a Supplemental Declaration, then the term “Plat” as used herein shall also mean the additional plat. Not all of the property shown on the Plat is subject to this Declaration.
- 1.27 “PROPERTY” shall mean that certain real property located in Marion County, Florida, which encompasses as more particularly described in PB 15, Pages 20-25, inclusive, in the Public Records for Marion County, Florida, and may be expanded to include Additional Property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s); provided, however, Declarant reserves the right to add property and withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.
- 1.28 “PUBLIC RECORDS” shall mean the Public Records of the County.
- 1.29 “SUPPLEMENTAL DECLARATION” shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any, to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the effect of this Declaration, (c) designate portion(s) of the Property or Additional Property as Common Area hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to add additional covenants, restrictions, reservations, regulations, burdens, liens, and easements upon the Property or any portion thereof; remove any existing covenant, restriction, reservation, regulation, burden, lien or easements from the Property or any portion thereof; declare certain properties to be or not to be Common Area; and/or add properties to or withdraw properties from the Property and the provisions of this Declaration. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.
- 1.30 “SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM” shall mean a system of structures and other improvements, including, without limitation, control structures, culverts and swales, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and

water pollution, or to otherwise affect the quality and quantity of discharge from the system; as permitted pursuant to Chapter 62-330, Florida Administrative Code and pursuant to St. Johns River Water Management District Permit No. 168565-2, as may be amended from time to time, a copy of which is attached hereto and made a part hereof as Exhibit "D". The Surface Water or Stormwater Management System is located upon and designed to serve the Property and possibly other properties around the Property.

1.31 "TURNOVER DATE" shall mean the date upon which Members, including Declarant, shall assume control of the Association and elect the Board, as a result of Class B Membership ceasing and converting to Class A Membership, as more particularly described and defined in Article 7 of the Bylaws.

ARTICLE 2: PROPERTY RIGHTS AND COMMON AREAS

2.1 Property. The Property encompasses the Lots and Common Area more particularly defined by this Declaration, and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration. The Property initially declared hereunder is described in Exhibit "A", and shall be improved, held, transferred, and occupied subject to this Declaration. Notwithstanding anything to the contrary, Declarant hereby reserves the right to modify its plan of development of Bennah Oaks (including, but not limited to, the right to modify the site plans; the right to add or change the recreational facilities and amenities, if any; and, number of Homes to be constructed within each subdivision); and/or the right to add land to or to withdraw land from Bennah Oaks. Therefore, in the event Declarant modifies its plan of development of Bennah Oaks, and/or adds or removes land from Bennah Oaks, it is hereby acknowledged by each Owner that the number of Lots, the layout of Lots and/or the size of Lots within Bennah Oaks. Declarant's general plan of development of the Property may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Bennah Oaks, as well as any changes thereto.

2.2 Additional Property. Declarant, in its sole discretion, shall have the right, without obligation, to bring within the scope of this Declaration additional land lying in the vicinity of the Property as Additional Property to Bennah Oaks by recording a Supplemental Declaration to such effect. Declarant may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Common Area. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subjected to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property so such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section shall be construed to require the joinder or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. Declarant

hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (I) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property upon such timetable as Declarant, in its sole discretion, chooses; and, (iii) modify the plan of development of the Property (including, with limitation, the right to modify the site plan and master plan of Bennah Oaks, the right to add or change the recreational facilities and amenities, and the right to change the number of Homes to be constructed within Bennah Oaks in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Bennah Oaks according to the present plan of development nor as obligating Declarant to declare any Additional Property to the Property.

2.3 Model Homes. Declarant hereby reserves the right for itself and any Builder the right to construct and/or operate a “model row”. The “model row” may contain model homes as Declarant and/or any of Declarant’s affiliates may so determine, in their sole discretion. The “model rows” may also contain parking, landscaping, and fencing across the roads within Bennah Oaks as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant’s affiliates constructs a “model row” in Bennah Oaks, such “model row” may be used for such period of time that Declarant and/or any of Declarant’s affiliates determines to be necessary in its sole judgment. Declarant may use any model home for a sales office and/or a construction office. By the Owner’s acceptance of a deed for a Lot in Bennah Oaks, such Owner agrees and acknowledges that: (i) Declarant and/or any of Declarant’s affiliates have a right to construct and/corporate a model row(s); (ii) Declarant and/or any of its affiliates have an easement over the Property for ingress and egress to and from the “model row” to prospective purchasers in Bennah Oaks as long as such “model row” exists; and, (iii) the Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant’s affiliates, including, without limitation the carrying of signs, the posting of signs on Lots or Homes or other types of demonstrations in Bennah Oaks or any public right-of-way adjacent to the Property.

Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Property and shall remain the property of Declarant.

2.4 Disclaimer of Implication. Only the real property described in Exhibit “A” hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, reservations, regulations, burdens, liens, and easements expressly binding the Property as provided by the terms of this Declaration.

2.5 Withdrawal. Notwithstanding anything herein the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such

Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

2.6 Title to the Common Area. To the extent herein provided, the Common Area is hereby dedicated to the joint and several use in common of the Owners of all Lots that may, from time to time, constitute part of the Property. When title to all Lots that are subject to the provisions of this Declaration has been conveyed to non-Declarant purchasers or earlier at Declarant's option (exercisable from time to time, as to any portions of the Common Area), Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) taxes and assessments with respect to the Common Area from and after the date of recording this Amended Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed by an accurate survey of the Common Area; (iv) easements, covenants, conditions, restrictions, reservations, limitations, agreements and other matters of records; and, (v) the terms and provisions of this Declaration, as the same may have been modified, amended, and/or supplemented from time to time

At the time of conveyance of the Common Area or any portion thereof, the Association shall be required to accept the Common Area, together with the personal property and Improvements appurtenant thereto, if any. The Association hereby agrees to accept the Common Area and the personal property and Improvements appurtenant thereto as "As Is"/"Where Is" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Common Area and the personal property and Improvements appurtenant thereto being conveyed.

IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) TO THE COMMON AREA AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED, OR DISCLAIMED IN WHOLE OR IN PART, ALL SECONDARY INCIDENTAL, AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED

(INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association shall accept this conveyance of the Common Area (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Common Area in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Common Area including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Common Area or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Common Area to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association or any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Common Area shall be released from any such mortgage no later than the date same is conveyed to the Association.

2.7 Parking Rights. The Association may maintain upon the Common Area parking spaces for Owners, occupants, visitors and guests. The use of such parking spaces by Owners, occupants, visitors, and guests shall be subject to duly adopted rules and regulations of the Association, as the same may be amended from time to time. Each Owner shall require any of his/her occupants, visitors, guests or invitees to park either in parking spaces designated along the Common Area by the Association.

SECTION 3: OWNERS' PROPERTY RIGHTS

3.1 Owners' Easements of Enjoyment. Every Owner and family member, guest, lessee, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of the Common Area within the Property, except as may otherwise be specifically provided elsewhere in this Declaration, in common with all other Owners, their family members, guests, lessees; agents and invitees, located outside another Owner's Home which easement shall be appurtenant to, and shall pass with title to each Owner's Lot. This right shall be subject to the following conditions and limitations:

3.1.1 The right and duty of the Association to reasonably limit the number of guests,

invitees or tenants of an Owner using the Common Area.

- 3.1.2. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating; maintaining, repairing and replacing the Common Area and facilities thereon, all in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.
- 3.1.3. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Common Area.
- 3.1.4. The right of the Association to establish, amend and/or abolish from time to time uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.
- 3.1.5. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, to borrow money for the purpose of improving the Common Area and facilities thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property or pledge Assessments as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners.
- 3.1.6. The right of the Association to dedicate, release, alienate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject the Common Area to such conditions as may be agreed to by the Association. No such dedication, release, alienation or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation, or transfer.
- 3.1.7. The right of the Association to without any vote of the Owners to grant easements and rights-of-way or strips of land; where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Common Area to serve the Common Area and other portions of the Property, without vote of the Owners.
- 3.1.8. The right of Declarant and Builders, and Declarant's and Builder's affiliates and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Common Area within the Property and the facilities thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.
- 3.1.9. The right of the Association, by action of the Board, to reconstruct, replace; or refinish any Improvement or portion thereof upon the Common Area, in accordance with the original design, finish, or standard of construction of such

Improvement.

- 3.1.10. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Area, except as may be prohibited under any Water Management District Permit.
- 3.1.11. The right, without obligation, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Common Area.
- 3.1.12. The easements provided elsewhere in this Declaration, designated on the Plat or any additional plat, if any, including, but not limited to, those set forth in this Section 4.
- 3.1.13. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Homes and other properties as set forth in this Declaration.
- 3.1.14. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or the Declarant to carry on its respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Bennah Oaks and Homes therein).

3.2 Rules and Regulations. The Board of Directors may promulgate reasonable rules and regulations governing the use of the Common Area which shall be binding upon all persons within the properties, including but not limited to owners, residents, invitees, vendors, and guests. Any Owner may delegate, in accordance with this Declaration, such Owner's right of enjoyment to the Common Area located outside the Homes to the members of such Owner's family, or to the lessees who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and further subject to reasonable regulation by the Board.

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

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

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

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

3.6.1 Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services to the Property and the Lots and Homes, including, but not limited to, power, lights, telephone, cable television, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

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

3.6.3 Easement to Enter Upon Lots and Homes. An easement or easements for ingress and egress in favor of the Association including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Governing Documents, including, by way of example, the making of such

repairs, maintenance or reconstruction as are necessary for the Common Area and to maintain any Lot in the event the Owner thereof fails to do so.

3.6.4 Easement over Common Area. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Common Area which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(a) the right of the Association to grant permits, licenses and easements over the Common Area for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(b) all provisions set forth in the Governing Documents.

3.6.5 Irrigation Easement. An easement for irrigation over, under, and upon the Property, including each of the Lots, in favor of the Association and each Owner, for the maintenance of any irrigation or landscaping located in rights-of-way between the curb and any sidewalk, inclusive of such sidewalk, and common areas, including, but not limited to reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair the irrigation pipes.

3.6.6 Plat Easement. The Plat and/or additional plat, if any, may contain additional easements not discussed herein, granted in favor of the Association, Owners or others, for the specific purposes as described therein.

3.7 Surface Water or Stormwater Management System Easement.

3.7.1 Blanket Surface Water or Stormwater Management System Easement. The plan for the development of the Property includes the construction of a Surface Water or Stormwater Management System, which may include, without limitation, retention lakes, swales, conduits, weirs, pipes, and/or berms across the rear of certain Lots and access easements to the Surface Water or Stormwater Management System as may be shown on the Plat or otherwise dedicated. Declarant hereby reserves for itself, its successors and assigns, and grants to the Association and its designees, a perpetual, nonexclusive easement over and across all areas of the Surface Water or Stormwater Management System for the drainage of storm water from the Property. Portions of the Surface Water or Stormwater Management System may be located entirely within Lots.

3.7.2 Surface Water or Stormwater Management System Maintenance. The Association shall be responsible for the maintenance, operation, and repair of the Surface Water or Stormwater Management System. Such maintenance shall include the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance, or other capabilities in accordance with all the permits, statutes, rules, and regulations

pertaining to surface water management, drainage, and water quality promulgated by the District, Florida Department of Environmental Protection, and all other local, state and federal authorities having jurisdiction. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance and other stormwater management capabilities as permitted by the District.

The Association shall maintain and control the water level and quality of the Surface Water or Stormwater Management System and the bottoms of any retention lakes or drainage easements which retain or hold stormwater on regular bas. The Association shall have the power, as may be required by any applicable governmental entity, to control and eradicate plants, fowl, reptiles, animals, fish, and fungi in and on any portion of the retention lakes or drainage easement. The Owners of Lots adjacent to or containing any portion of the Surface Water or Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge (as it may rise and fall from time to time) irrespective of ownership of such land, keep the grass, plantings, and other lateral support of the embankments in a clean and safe manner and to prevent erosion and shall remove trash and debris as it may accumulate in the system, from time to time. Maintenance of the Surface Water or Stormwater Management System shall mean the exercise of practices which allow the Surface Water or Stormwater Management System to provide drainage, water storage, conveyance or other surface water capabilities as permitted by the District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be consistent with the District Permit, if any, as originally issued or any modification that may be approved by the District.

- 3.7.3 Surface Water or Stormwater Management System Maintenance Easement. The Association is granted a perpetual, nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Surface Water or Stormwater Management System and over any portion of a Lot which is a part of the Surface Water or Stormwater Management System, or upon which a portion of the Surface Water or Stormwater Management System is located to operate, maintain, and repair the Surface Water or Stormwater Management System as required by the District Permit. Such right expressly includes the right to cut any trees, bushes or shrubbery; to make any gradings of soil; construct or modify and berms placed along the rear of any Lots as part of the Surface Water or Stormwater Management System, or take any other action reasonably necessary, following which Declarant or the Association shall restore the affected property to its original condition as nearly as practicable; provided, however, that Declarant or the Association shall not be required to replace or repair fences, walks, structures, landscaping, or other improvements which are removed or damaged. Declarant or the Association shall give reasonable notice of its intent to take such action to all

affected Owners, unless, in the opinion of Declarant or the Association, an emergency exists which precludes such notice. The right granted herein may be exercised at the sole option of Declarant or the Association and shall not be construed to obligate Declarant or the Association to take any affirmative action in connection therewith. The Owners of Lots adjacent to or containing a portion of the retention areas are granted a perpetual, nonexclusive easement for ingress and egress over and across the Surface Water or Stormwater Management System for the purpose of providing maintenance and erosion control to the embankments of such retention areas, but only in compliance with the District Permit or otherwise with District approval.

- 3.7.4 Improvements. No docks, bulkheads, or other structures, permanent or temporary, shall be constructed on, over, or under any portion of the Surface Water or Stormwater Management System without the prior written consent of the Association and the approval of the ARB or Declarant, which consent or approval may be withheld for any reason. Any improvements to the Surface Water or Stormwater Management System permitted by the Association and installed by the Owner shall be maintained by such Owner in accordance with the maintenance provisions of this Declaration. All improvements to the Surface Water or Stormwater Management System may also require the prior written approval of the District. After receiving the approval of the ARB, Owner shall be solely liable for obtaining all governmental permits necessary or convenient to construct such Improvement.
- 3.7.5 Use and Access. Declarant and the Association shall have the right to adopt reasonable rules and regulations from time to time in connection with the use of the surface waters of any portion of the Surface Water or Stormwater Management System, and shall have the right to deny such use to any person who, in the opinion of Declarant or the Association, may create or participate in a disturbance or nuisance on any part of the Surface Water or Stormwater Management System. The use of such surface waters by the Owners shall be subject to and limited by the rules and regulations of Declarant and the Association, all permits issued by governmental authorities, and any rights granted to other persons pursuant to the rules and regulations of Declarant and the Association. No gas or diesel driven watercraft shall be operated on any portion of the Surface Water or Stormwater Management System, including retention lakes. Swimming is strictly prohibited in the retention lakes, if any.
- 3.7.6 LIABILITY. NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, OR INVITEES IN CONNECTION WITH THE RETENTION LAKES (IF ANY) AND DRAINAGE FACILITIES OR ANY PART OF THE SURFACE WATER OR STORMWATER MANAGEMENT SYSTEM. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, OR INVITEES, RELEASES DECLARANT AND THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

- 3.7.7 Wetlands, Jurisdictional Land Swales. This Declaration is subject to the rights of the State of Florida over portions of the Property that may be considered wetlands, marshes, sovereignty or jurisdictional lands, and every Owner shall obtain any permit necessary prior to undertaking any dredging, filling; mowing, improving, landscaping, or removal of plant life existing on his Lot.

Further, certain Lots may be improved with swales constructed within Lots that are contiguous to any jurisdictional lands. The Owners thereof shall not remove or modify the swales without the consent of the applicable governmental entities. Any Owner who alters or otherwise modifies any swale, including mowing, shall repair and restore any such swale to be in full compliance with the applicable District Permits, at such Owner's sole cost and expense and shall indemnify and hold the Declarant and the Association harmless from such violation.

- 3.7.8 Indemnity. Declarant may be required to assume certain duties and liabilities for the maintenance of the Surface Water or Stormwater Management System or drainage system within the Property under the Plat, permits, or certain agreements with governmental agencies. The Association further agrees that subsequent to the recording of this Amended Declaration, it shall hold Declarant harmless from all suits, actions, damages, liabilities and expenses in connection with loss of life, bodily or personal injury or property damage arising out of any occurrence in, upon, at or from the maintenance of the Surface Water or Stormwater Management System occasioned in whole or in part by any action, omission of the Association or its agents, contractor, employees, servants, or licensees but not excluding any liability occasioned wholly or in part by the acts of the Declarant, its successors or assigns.

Upon completion of construction of the Surface Water or Stormwater Management System or drainage system Declarant shall assign all its rights, obligations and duties thereunder to the Association. The Association shall assume all such rights, duties and liabilities and shall indemnify and hold Declarant harmless therefrom.

- 3.7.9 Declarant's Rights. Declarant, its successors and assigns shall have the unrestricted right, without approval or joinder of any other person or entity: (i) to designate the use of, alienate, release, or otherwise assign the easements shown on the Plat of the Property or described herein, (ii) to plat or replat all or any part of the Property owned by Declarant, and (iii) to widen or extend any right of way shown on the Plat of the Property or convert a Lot to use as a right of way, provided that Declarant owns the lands affected by such change. Owner of Lots subject to easement shown on the Plat of the Property shall acquire no right, title, or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over, or under the easement area. The Owners of Lots subject to any easements shall not construct any improvements on the

easement areas, alter the flow of drainage, or landscape on such areas with hedges, trees, or other landscaping items that might interfere with the exercise of the easement rights. Any Owner who constructs any improvements or landscaping on such easement areas shall remove the improvements or landscape items upon written request of Declarant, the Association, or the grantee of the easement.

3.8 Assignments. The easements reserved hereunder may be as signed by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any water management district, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant.

The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE 4: MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

4.1 Membership. Every Owner of a Lot within the Property shall be a member of the Association, subject to and bound by the Articles, Bylaws, Rules and Regulations and this Declaration. Every Owner of a Lot is entitled to one (1) membership for each Lot owned. If more than one person holds record title to any Lot, all such persons are Members, but only one (1) vote may be cast with respect to such Lot, and no fractional votes are permitted. Each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at any meeting or such co-owners have filed a general voting authority with the secretary of the Association applicable to all votes until rescinded. Each membership is appurtenant to the Lot upon which it is based, and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates.

4.2 Classification. The Association has two (2) classes of voting membership:

- (a) Class A. So long as there is a Class B membership, Class A Members are all Owners of a Lot except Developer. Class A Members are entitled to one vote for each Lot owned by an Owner, except as hereinafter provided regarding the Developer. Upon termination of Class B Membership, Class A Members are all Owners of Lots, including Developer so long as Developer is an Owner.

- (b) Class B. The Class B Member is Developer who is entitled to three (3) votes for each Lot and proposed Lot owned by Developer within the Development. The Class B membership will cease and be converted to Class A membership upon the happening of either of the following events, whichever occurs first: (1) when ninety percent (90%) of all Lots within the Property have been conveyed to Owners other than Declarant, its successors, or assigns; (2) fifteen (15) years from recording date of this Declaration; or, (3) effective date of written waiver of all of the Class B voting rights by the Class B Member.

4.3 Board of Directors. The Association shall be governed by the Board of Directors ("Board" or "Board of Directors") which shall be appointed, designated or elected, as the case may be, as set forth in the Bylaws. Notwithstanding anything to the contrary, Developer shall be entitled to elect at least one member of the Board of Directors so long as Developer holds for sale in the ordinary course of business at least five percent (5.00%) of the Lots in Bannah Oaks. After Developer relinquishes control of the Association, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner except as otherwise provided in the HOA Act.

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

5.1 Affirmative Covenant to Pay Assessments. In order to: (i) fulfill the terms, provisions, covenants and conditions contained in the Governing Documents; and (ii) maintain, operate and preserve the Common Area for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees, there is hereby imposed upon each Lot and each Owner the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Lot from Declarant as evidenced by the recordation of a deed in the Public Records of Marion County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Home Assessments and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated, and agrees to pay to the Association all Assessments in accordance with the provisions of the Governing Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Governing Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Common Area as a whole and not upon an individual Lot or Home, or against any and all personal property or Improvements thereon; (2) all charges levied for utilities providing services for the Common Area as a whole and not upon an individual Lot or Home, or to the Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, telecommunications services home monitoring, sanitation, sewer and any type of utility or

any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Common Area and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Common Area and all Improvements located thereon; (5) any sums necessary to reimburse the Association for any costs or expenses incurred in connection with maintaining the Common Area; (6) administrative and operational expenses; (7) all sums necessary for the maintenance and repair of the Surface Water or Stormwater Management System to be maintained by the Association; and, (8) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration of the HOA Act.

Any expense which is required by this Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of materially altering or improving the Common Area which is the Association's responsibility to maintain or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Common Area to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and legal fees and costs (including, without limitation, attorneys and paralegal fees and court costs) incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which the Owners are obligated to pay pursuant to the Governing Documents, or the enforcement of the use and occupancy restrictions contained in the Governing Documents, or in response to any suit initiated against the Association.

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

5.2 Establishment of Liens. Each Assessment against a Lot, together with Interest thereon and costs of collection (including, but not limited to, legal fees) shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Governing Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged

statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains title to a Home as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by the HOA Act.

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

- (a) To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.
- (b) To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees; may thereupon be collected by the Association from the Owner(s) and such advance by the Association shall not waive the default.
- (c) To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 6.3.2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.
- (d) To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to attorneys' fees, without waiving any lien rights or rights of foreclosure in the Association.
- (e) To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 Dollars (\$25.00) or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.
- (f) To suspend the right of the Owner(s) in default to vote on any matter on which the Owners have the right to vote if such Owner is delinquent in payment of Assessments or other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

- (g) To suspend the right of the Owner(s), along with their family members, guests, invitees and tenants to use certain common and recreational areas located within the Common Area, if any, if such Owner is delinquent in payment of Assessments or any other monetary obligation due the Association for more than ninety (90) days and until such monetary obligations are paid in full.

Suspensions imposed by the Association pursuant to subsections (f) and (g), above, must be approved by the Board in the manner required by the HOA Act.

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

5.5 Determining Amount of Assessments. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board. The total anticipated Operating Expenses (other than those Operating Expenses which are properly the subject of a Special Assessment) shall be apportioned equally among the Lots by dividing the total anticipated Operating Expenses as reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth), by the total number of Lots which have been conveyed by Declarant (as evidenced by the recordation of a deed of conveyance) with the quotient thus arrived at being the "Individual Home Assessment." Notwithstanding anything herein or in the Governing Documents to the contrary, any assessment for legal expenses incurred by the Association to begin legal proceedings against Declarant shall be deemed an Operating Expense which is properly the subject of a Special Assessment and not the subject of a regular Individual Home Assessment.

5.6 Assessment Payments. The Individual Home Assessments shall be payable no less than annually in advance. Notwithstanding the foregoing, the Board has the right to change the method and frequency of the payments of Individual Home Assessments. All Assessments provided for herein and all installments thereof may be adjusted from time to time by the Board to reflect changes in the number and status of Lots (thus apportioning all Operating Expenses among all Lots in existence at the time an Individual Home Assessment installment is due) or due to changes in the Budget or in the event that the Board determines that an Assessments or any installment thereof is either less than or more than the amount actually required. The Individual Home Assessment shall be Five Hundred Fifty and No 100/Dollars (\$550.00) unless or until changed by an action of the Board.

5.7 Initial Contribution. The first purchaser of each Home from a Builder, at the time of closing of the conveyance from the Builder to the purchaser, shall pay to the Association an initial contribution in the amount of Two Hundred Fifty and No/100 Dollars (\$250.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the

Association to be used for the operation, management, and all other general activities and Common Property of the Association. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Initial Contribution.

5.8 Special Assessments. Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine.

5.9 Joint and Several Liability. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof is jointly and severally liable for their own Individual Home Assessments and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns).

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

5.11 Declarant Subsidy. Declarant has the right, but not obligation, to subsidize the Budget of the Association as provided below by making voluntary contributions in amounts determined by Declarant in Declarant's sole discretion. The amount of any such voluntary contributions may vary from time to time or may be discontinued and/or recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, the amount of any such voluntary contribution, the discontinuance and/or recommencement of any such voluntary contributions shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have any obligation whatsoever to make any such voluntary contributions. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the budget and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association. Declarant's rights under this Section do not constitute a guarantee of Assessments or Operating Expenses under and as described in Section 720.308(2) of the HOA Act. Nothing herein shall be construed to attempt to supersede or be in contradiction to Sec. 720.303(6)(i)1.c of the HOA Act.

5.12 Declarant's Right to Loan or Advance Funds. Declarant may, in its sole discretion,

loan, advance or otherwise make payments to the Association to assist the Association in meeting its financial obligations. Notwithstanding anything to the contrary contained in this Section, if Declarant loans, advances or otherwise makes payments to the Association, other than as a voluntary subsidy per Section 5.10, any such sums shall be repaid to Declarant prior to the Turnover Date.

ARTICLE 6: ARCHITECTURAL REVIEW BOARD

6.1 Members of the Architectural Review Board. The Architectural Review Board (“ARB”) shall be comprised of three (3) members. The initial members of the ARB shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and/or Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the ARB shall be appointed by the Board and shall hold office until such time as such new member has resigned, or has been removed, or such new member's successor has been appointed as the Board deems fit. Members of the ARB, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the ARB other than those designated by Declarant.

6.2 Exterior Change. No exterior change or modification to any improvements, including without limitation, residential dwellings, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls; pools, roofs, gutters or rain spouts, antennae, aerials, microwaves, reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots by any Owner other than Declarant, until reviewed and approved in writing by the Board of Directors or the ARB.

6.3 Failure to Approve. The ARB shall have thirty (30) days (excluding national holidays) after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such thirty (30) day period, such plans shall be deemed approved. Notwithstanding anything to the contrary, in no event shall (1) an addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole; (2) any Improvement be permitted within the landscaped areas and grassed areas and any sidewalks and sidewalk easements on Lots; or, (3) any Improvement be permitted within any Lot that interferes with the flow of rainfall runoff to or through the Surface Water or Stormwater Management System.

6.4 Subdivision and Partition. No Lot on the Property shall be subdivided without the ARB’s prior written consent except by Declarant.

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

ARTICLE 7: MAINTENANCE AND REPAIR OBLIGATIONS

7.1 General. The responsibility for the maintenance of the Property is divided between the Association and the Owners as provided hereinbelow. The Association may enter into agreements with others for the Association's management and/or maintenance of all or part of the property to be maintained by the Association.

7.2 Obligation of the Association.

7.2.1. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all landscaping and grassed areas encompassed within the Common Area as well as all of the Improvements and facilities located over, through and upon the Common Area (except public utilities, to the extent same have not been made Common Area). Should any incidental damage be caused to any Home by virtue of the Association's negligent failure to maintain the Common Area as herein required, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

7.2.2. The Association shall be responsible for the maintenance, repair and replacement of all private streets, drives, roads and roadways, if any, located upon the Common Area and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Common Area and Lots for such purpose.

7.2.3. The Association, by action of its Board, may make minor and insubstantial alterations and Improvements to the Common Area having a cost not in excess of Five Thousand Dollars (\$5,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Common Area which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Common Area unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing. Notwithstanding anything to the contrary, the limitations in this provision shall not apply to the Declarant.

7.2.4. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Bannah Oaks.

7.3 Obligation of the Owners. Each Owner at his/her expense, shall maintain in good order and repair and keep in an attractive condition all portions of his/her Lot and the improvements located thereon. Each Owner of a Lot on which improvements have been constructed must promptly perform all maintenance and repair work to any improvement

on the Owner's Lot which, if omitted, could adversely affect Bennah Oaks. Each Owner shall additionally maintain the lawn and other landscaped areas within the Lot, including without limitation, regular lawn mowing, fertilizing, pest control, irrigation, and edging. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot and any improvements thereon in accordance with this Section 7.3.

- 7.3.1 Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.
- 7.3.2 Owner agrees to and hereby indemnifies and save the Association harmless against any and all claims or demands against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property. If a dog or any other animal becomes a nuisance, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Property. All pets must be registered, licensed and inoculated as required by law. The Association will promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.
- 7.3.3 Any property designated as open space, landscape buffer; undisturbed natural buffer, preserve area, or conservation or wetland area on any plat, permit, or other document recorded in the Public Records of the County that is located within an Owner's Lot shall be preserved and maintained by the Owner of such Lot in a natural open condition.
- 7.3.4 Should the maintenance, repair or replacement provided for in Section 7.2 be caused by the negligence of or misuse by an Owner, its family members, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.
- 7.3.5 If an Owner fails to comply with the foregoing provisions of this Section 7.3, the Association may proceed in court to compel compliance. In addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care, including the cost of any contractors or project managers hired for that purpose. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for

the property for which he has the maintenance responsibility under this Declaration or any of the other Governing Documents shall be determined in the sole discretion of the Association or Declarant.

ARTICLE 8: OCCUPANCY AND USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as otherwise provided hereinbelow with respect to Declarant and Lots and Homes owned by Declarant.

8.1 Minimum Residence Size; Single Family Use. No Home in Bennah Oaks shall be erected or allowed to remain on any Lot unless the living area of the main dwelling, exclusive of porches, patio or garage, shall be a minimum of 1,250 square feet with a maximum of 10% of the units having a minimum living area of 1,250 square feet. All such Homes shall have at least two (2) inside baths. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub and a toilet and wash basin. All such Homes shall have at least a two (2) car garage attached to and made part of the Home. No such Home shall exceed two and one-half (2 1/2,) stories, nor forty-five (45) feet in height. All such Homes shall be constructed with concrete or brick paver driveways and grassed front, side and rear lawns. Each such Home shall have a shrubbery planting in front of the Home. The Homes shall be for single-family use only. No commercial occupation, activity, or advertisement may be carried on or in Bennah Oaks except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. Such commercial occupation or activity shall not be construed to include remote working or exclusion of a working space within a Home. Remote working and the creation and use of a working space within the Home are permitted so long as such activity does not impair the enjoyment of any other Owner; create a significant or material change in the traffic to/from the Lot, and unless such remote work or use of space create; or, permit the regular access of the Lot of any person other than the Owner for commercial purposes. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

8.2 Leases. No portion of a Home may be rented for any period less than twelve (12) months. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Governing Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into. Within five (5) days following execution of a lease for a Home, but in no event later than ten (10) days prior to the occupancy of any portion of the Lot by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the

Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement. In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

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

8.4 Nuisance. Subject to allowances for reasonable construction activities, no obnoxious or offensive activity shall be carried on, in or about the Lots, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Lots and Homes which is a reasonable source of annoyance to the Owners or which interferes with the peaceful possession or proper use of the Lots or the surrounding areas. No loud noises or noxious odors shall be permitted to emanate from any Lot, such as without limiting the generality of any of the foregoing, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner.

8.5 Removal of Sod and Shrubbery. Except for Declarant's acts and activities with regard to the development of the Property, no improvements (including, but not limited to, driveways, pools, and landscaping) and no sod, top soil, muck, trees or shrubbery shall be removed from the Property and no change in the condition of the soil or the level of the land of any of Property area shall be made which would result in any permanent change in the flow or drainage of surface water within the Property.

8.6 Animals and Pets. No animals, livestock or poultry of any kind or size shall be raised, bred or kept on any Lot, except that dogs, cats, or other household pets may be kept subject to the rules and regulations promulgated and governing their keeping adopted by the Board. An Owner is responsible for the cost of repair or replacement of any Common Area damaged by such Owner's pet. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association.

No exotic pet or any animal of any kind which has venom or poisonous defense or

capture mechanisms, or, if let loose would constitute vermin, shall be allowed on any portion of the Property. Notwithstanding the foregoing, small domesticated animals, such as rabbits, hamsters, gerbils, and guinea pigs shall be permitted as pets so long as such animal is restricted to within a residential dwelling located on the Lot at all times.

Owner agrees to and hereby indemnifies and save the Association harmless against any and all claims or demands against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Property.

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

8.8 Weapons. The use and discharge of weapons within the Property is prohibited. The term “weapons” includes bows and arrows, slingshots, “B-B” guns, pellet guns, and other firearms of all types, regardless of size.

8.9 Individual Utility Supply or Disposal. No individual sewage disposal system shall be permitted on the Property. No water supply system shall be permitted on any of the Property, except that wells are permitted for the irrigation of landscaping only.

8.10 On-Site Fuel Storage. No on-site storage of gasoline or other fuels shall be permitted on any Lot, except as specifically follows: (1) up to five (5) gallons fuel may be stored on each Lot for emergency purposes and operation of lawn mowers and similar tools or equipment; (2) propane tanks attached in accordance with manufacturer’s instructions on outdoor barbecue grills; and, (3) natural gas containers approved by the ARB as part of an improvement of a Home or Lot utilizing natural gas to fuel fixtures such as water heaters, stoves, and HVAC systems.

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

8.11 Declarant Exemption. In general, the restrictions and limitations set forth in this

Section 8 shall not apply to Declarant or to Lots and Homes owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for development, construction, sale, lease, or use of the Property. Neither the Owners nor the Association shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the constructing of residential dwellings upon any Lot, the constructing of other buildings upon adjacent land or any other property being developed or marketed by the Declarant or its affiliates, or the sale, rental and/or other transfer of Homes by Declarant or its affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Common Area as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities.

ARTICLE 9: ENFORCEMENT

9.1 General. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Governing Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The prevailing party of such action shall be entitled to recover attorneys' fees and costs incurred in the enforcement of this Declaration or any of the Governing Documents.

9.2 Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without at least fourteen (14) days' notice to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee in accordance with the HOA Act.

9.3 Fines. An Owner shall be responsible for any and all attorneys' fees and costs incurred in connection with the collection of a fine whether or not an action at law to collect said fine is commenced. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

In addition to all other remedies, the Association may levy Benefited Assessments, to cover costs the Association incurs to bring a Lot into compliance with the Governing Documents, including Legal Fees, or costs incurred as a consequence of the conduct of an Owner or occupant of a Lot, their guests or invitees.

9.4 Other Remedies. Upon the failure of an Owner(s) to (i) maintain the portion of the Property and any Improvement thereon which such party is responsible to maintain in accordance with the requirements of this Declaration and to the satisfaction of the Association and (ii) correct such deficiencies within fifteen (15) days of written notice by the Association, unless a longer period is authorized by the Association, the Association may enter upon such portion of the Property and make such corrections as may be necessary. The cost of such corrections shall be paid by the Owner who is required to perform such maintenance. If any Owner(s) fails to make payment within fifteen (15) days

after requested to do so by the Association, then the payment requested shall be collected as an Individual Home Assessment from such Owner and the Association shall be entitled to lien rights upon the portion of the Property requiring such maintenance in accordance with the provisions of this Declaration.

SECTION 10: DAMAGE OR DESTRUCTION TO COMMON AREA

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

- (a) If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Common Area, then the Association shall cause such Common Area to be repaired and reconstructed substantially as it previously existed.
- (b) If insurance proceeds are insufficient to effect total restoration of the Common Area, and the cost of restoration would require a Special Assessment against each Lot in an amount of Five Thousand Dollars (\$5,000.00) or less (such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index), then the Association shall cause the Common Area to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Sections 6 and 7 herein.
- (c) If the insurance proceeds are insufficient to effect total restoration of the Common Area and the cost of restoration of the Common Area would require a Special Assessment against each Lot in an amount greater than Five Thousand Dollars (\$5,000.00), as such amount is based on the value of the dollar in the year this Declaration is recorded and shall be increased each year thereafter based upon increases in the Consumer Price Index, then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Common Area shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any

portion of the Property.

10.2 Each Owner shall be liable to the Association for any damage to the Common Area not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees, guests, lessees, and sublessees, both minors and adults.

SECTION 11: INSURANCE AND CONDEMNATION

Except as may otherwise be provided pursuant to the HOA Act, the Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

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

11.2 Fidelity Coverage. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

11.3 Directors' Coverage. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

11.4 Other Insurance. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Property and any improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

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

11.6 Flood Insurance. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Common Area, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the

maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

11.7 Condemnation. In the event the Association receives any award or payment arising from the taking of any Common Area or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

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

SECTION 12: GENERAL PROVISIONS

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

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

12.3 Conflict With Other Governing Documents. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control.

12.4 Notices. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, to its Registered Agent as identified on the State of Florida's Division of Corporation's website or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, to its Registered Agent as identified on the State of Florida's Division of Corporation's website or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

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

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

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

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

12.8 Certain Rights of Declarant. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Property (including, without limitation, all drainage easements) to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of the Property and all Improvements therein for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements. This Section may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Governing Documents may be assigned in writing by Declarant in whole or in part. The rights and privileges of Declarant as set forth in this Section are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Governing Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Property in order to ascertain the physical condition of the Improvements and to determine if maintenance repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or inspections, it shall pay all costs thereof, restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right, it is acknowledged by the Association and all the Owners that Declarant is performing any such inspection for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF BENNAH OAKS ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO BENNAH OAKS. BY THE ACCEPTANCE OF THEIR DEED OR TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF BENNAH OAKS, EACH

SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO BENNAH OAKS WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE IN ANY MANNER WHATSOEVER FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS WHATSOEVER ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (iv) ANY PURCHASE OR USE OF ANY PORTION OF BENNAH OAKS HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (v) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF BENNAH OAKS.

12.9 Amendment and Modification. The process of amending or modifying this Declaration shall be as follows:

- 12.9.1 Prior to Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of the Property; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.
- 12.9.2 After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.
- 12.9.3 Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

- 12.9.4 Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Governing Documents without the specific written approval of such party affected thereby. Finally, notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 11.8 and any such amendment shall be deemed to impair and prejudice the rights of Declarant.
- 12.9.5 A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment to this Declaration which sets forth any amendment or modification to this Declaration.
- 12.9.6 Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendment(s) to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying said Institutional Mortgagee's development criteria.

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

12.11 Terms. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns. In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Common Area in the manner described herein. This provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

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

12.13 Security. The Association may, but shall not be obligated to, maintain or support certain

activities within the Property designed to make the Property safer than it otherwise might be. NOTWITHSTANDING THE FOREGOING, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATION WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE, IF ANY. ALL OWNERS AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OR SECURITY OR SAFETY WITHIN THE PROPERTY.

12.14 Covenant Running with the Land. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Property, and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owners of the Lots, Property, or any part thereof or interest therein, and their respective heirs, successors, and assigns. All present and future Owners and their guests, lessees and sublessees, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws, and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of Lot or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, lessee, or occupant of the provisions of the Governing Documents. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

12.15 No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Common Area to the public, or for any public uses, except as specifically provided herein to the contrary.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Builder has caused these presents to be executed this 20th day of March, 2024.

Signed, Sealed, and delivered in the Presence of:

BUILDER
CLAYTON PROPERTIES GROUP, INC.

[Signature]
Witness Signature

By: [Signature]
D. Joel Adams, Vice President

Luke Markham
Witness Printed Name

[Signature]
Witness Signature

Lisa M. Ellis
Witness Printed Name

STATE OF FLORIDA
COUNTY OF Pinellas

I HEREBY CERTIFY that, on this 20th day of March, 2024, before me, an officer duly authorized and acting, was sworn to and subscribed by means of physical presence or online notarization by D. Joel Adams, as the Authorized Agent of Clayton Properties Group, Inc., who is personally known or has produced _____ as identification.

[Signature]
Notary Public Lisa M. Ellis

[SEAL]



Commission Expires

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed this 20 day of March, 2024.

Signed, Sealed, and delivered in the Presence of:

BENNAH OAKS, LLC

Andrey Wanich
Witness Signature

By: *Werner Macedo*
Werner Macedo, Authorized Agent

Andrey Wanich
Witness Printed Name

Its: MANAGER

Jessica Malooly
Witness Signature

Jessica Malooly
Witness Printed Name

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that, on this 20th day of March, 2024, before me, an officer duly authorized and acting, was sworn to and subscribed by means of physical presence or online notarization by Werner Macedo, as the Authorized Agent of Bennah Oaks, LLC, a Florida limited liability company, who is personally known or has produced FL DL as identification.

[SEAL]

Natalie M. Ortiz
Notary Public

2-22-24
Commission Expires



NATALIE M. ORTIZ
Notary Public
State of Florida
Comm# HH232602
Expires 2/22/2026

IN WITNESS WHEREOF, the Association has caused these presents to be executed this 20 day of March, 2024.

Signed, Sealed, and delivered in the Presence of:

BENNAH OAKS HOMEOWNERS ASSOCIATION, INC.

Audrey Wanick
Witness Signature

By: Werner Macedo
Werner Macedo

Audrey Wanick
Witness Printed Name

Its: Werner Macedo Authorized Agent

Justin Maman
Witness Signature

Jessica Malooly
Witness Printed Name

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that, on this 20th day of March, 2024, before me, an officer duly authorized and acting, was sworn to and subscribed by means of physical presence or online notarization by Werner Macedo, as the Authorized Member of Bennah Oaks Homeowners Association, Inc, a Florida not-for-profit corporation, who is personally known or has produced FL DL as identification.

[SEAL]

Natalie M. Ortiz
Notary Public

2-22-26
Commission Expires



NATALIE M. ORTIZ
Notary Public
State of Florida
Comm# HH232602
Expires 2/22/2026

EXHIBIT "A"

Legal Description

Sections 1 and 12, Township 17 South, Range 22 East, City of Belleview, Marion County, Florida.

A replat of a portion of Blocks 81, 82, 83, a Portion of the unnumbered Block lying east of Telegraph Avenue and West of Alice Avenue and those portions of platted right of way, lying adjacent to said blocks and lying within the property described herein, being in the Town of Belleview as per Plat thereof recorded in Plat Book A, Pages 15A and 15B of the Public Records of Marion County, Florida.

ALSO DESCRIBED AS:

Lots 1 through 161, inclusive, BENNAH OAKS PHASE 1, according to the plat thereof as recorded in Plat Book 15, Pages 20 through 25, inclusive, Public Records of Marion County, Florida.

4871-5252-2415, v. 1

EXHIBIT "B"

**TO AMENDED AND RESTATED DECLARATION COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR BENNAH OAKS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BENNAH OAKS OCALA HOMEOWNERS' ASSOCIATION, INC**

Preliminary Statement

Bennah Oaks Homeowners' Association, Inc. was formed by filing Articles of Incorporation on January 7, 2022, with the Secretary of State, State of Florida, Document No. N22000000189. These Amended and Restated Articles of Incorporation shall be effective upon filing. These Amended and Restated Articles of Incorporation are duly executed and filed in accordance with Chapter 617.1007 of the Florida Statutes.

In compliance with the requirements of the laws of the State of Florida, the undersigned hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 617, *Florida Statutes*, 1991, as amended, and do hereby certify:

ARTICLE 1.

Name

The name of the Corporation is Bennah Oaks Homeowners' Association, Inc, hereinafter called the "*Association*" and whose address is 7988 Via Dellagio Way, Suite 206, Orlando, FL 32819.

ARTICLE 2.

Registered Agent

The name of the Registered Agent and Registered Office is Barbosa Legal, 407 Lincoln Road PH-NE, Miami Beach, FL 33139.

ARTICLE 3.

Definitions

All definitions in the Declaration of Covenants and Restrictions for Bennah Oaks, a subdivision as recorded in the Public Records of Marion County, Florida (the "*Declaration*") to which a copy of these Articles are attached as **Exhibit "A"**, are incorporated herein by reference and made a part hereof.

ARTICLE 4.

Purpose

Section 4.1 **Purpose.** The primary purpose of the Association is to create an entity to provide a forum for discussion and communication among the Owners of property in Bennah Oaks, to levy, collect, hold, and disburse Assessments as contemplated by the Declaration, to facilitate and assure the maintenance and operation of the Common Areas and such other property as may be subjected to the terms of the Declaration and for which the Association is responsible pursuant to the terms of the Declaration, including but not limited to any private road, landscaping areas, the Surface Water or Storm Water Management System, and to otherwise enforce the Declaration.

**AMENDED AND RESTATED
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BENNAH OAKS HOMEOWNERS' ASSOCIATION, INC.**

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Section 4.2 **Nonprofit Character of Association.** The Association does not contemplate pecuniary gain or profit, direct or indirect, to its Members. The Association shall make no distributions of income to its Members, Directors or Officers.

**ARTICLE 5.
Powers**

The Association shall have all the common law and statutory powers of a corporation not-for-profit under Chapter 617 of the Florida Statutes including, but not limited to the following:

Section 5.1 To exercise all the powers and privileges, and to perform all of the duties and obligations, which may be exercised or performed by a corporation formed and existing under the laws of the State of Florida, consistent with, or as set forth in, the Declaration as recorded in the Public Records of Marion County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length. Without limiting the foregoing, the Association shall expressly have the power and authority to:

- 5.1.1 acquire, own, manage, improve, and convey real and personal property;
- 5.1.2 sue and be sued; and
- 5.1.3 contract for goods and services.

Section 5.2 To establish, collect, and disburse Assessments as provided for in the Declaration to be used for, among other things, the maintenance, repair, replacement and cost associated with the ownership of, or easement rights in, the Common Areas including the Surface Water or Storm Water Management System, as well as any other property or improvements for which the Association, by rule, regulation, declaration, or contract has a right or duty to provide maintenance, repair or replacement.

Section 5.3 To manage, operate, maintain, repair, and improve the Common Areas, and any Surface Water or Storm Water Management System located within the Property or any property owned by another third party for which the Association by rule, regulation, the Declaration, or contract has any right or duty to provide such services. The Association shall operate, maintain, and manage the Surface Water or Storm Water Management System in a manner consistent with the St. Johns River Water Management District Permit No. _____ requirements and applicable District rules, and shall assist in the enforcement of the provisions of the Declaration which relate to the Surface Water or Storm Water Management System.

**AMENDED AND RESTATED
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**ARTICLE 6.
Membership**

Every Owner of a Lot as defined in the Declaration shall be a member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot. All members agree to be bound by the terms and provisions of these Articles of Incorporation and such Bylaws and operating procedures as may be promulgated by the Association from time to time.

**ARTICLE 7.
Voting Rights**

The voting rights in the Association shall be as follows:

Section 7.1 **Class A.** Class A. Members shall be all Owners, with the exception of, until conversion from Class B Membership, the Declarant, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Section 7.2 **Class B.** The Class B Member shall be the Declarant who shall be entitled to four (4) votes for each Lot owned. The Class B Membership shall cease and be converted to Class A Membership three (3) months after ninety percent (90%) of all Lots in all phases of Bennah Oaks that will ultimately be operated by the Association have been conveyed to Owners other than the Declarant. At such time the Class B Member shall be deemed a Class A Member entitled to one (1) vote for each Lot in which they hold the interest required for Membership under Article 5, Section 5.1 of the Declaration.

Section 7.3 When one or more persons holds an interest in any Lot, all such persons shall be members of the Association, but in no event shall more than one vote be cast with respect to any single Lot. In the event all of the Owners of a Lot cannot agree on any vote, no vote shall be cast for such Lot; provided, however, that the Association may conclusively rely on the vote cast by any of the Owners of a Lot as being authorized by all such Owners unless the Association has been notified in writing to the contrary by one or more such Owners.

**ARTICLE 8.
Board of Directors**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
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The affairs of the Association shall be managed by a Board of Directors consisting of not less than three nor more than five persons who need not be members of the Association. The first Board shall consist of three Directors. Thereafter, the number of Directors may be increased to a maximum of five by a majority vote of the Board of Directors.

The first election of Directors shall be held between twelve (12) months and fifteen (15) months after the filing of the Articles of Incorporation with the Secretary of State. Three (3) Directors shall be elected at this first election, one for a term of one (1) year, one (1) for a term of two (2) years, and one (1) for a term of three (3) years. At each annual meeting thereafter the number of Directors equal to that of those whose terms have expired shall be elected for a three (3) year term. At the expiration of any term, any Director may be re-elected. The Directors shall be elected by the majority vote of the votes entitled to be cast thereon at a meeting at which a quorum of the Members are present.

The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in their number occurring before the first election shall be filled by the remaining Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

<u>Name</u>	<u>Address</u>
Doniber Marangon	7988 Via Dellagio Way, Suite 206 Orlando, FL 32819
Werner Macedo	7988 Via Dellagio Way, Suite 206 Orlando, FL 32819
Julio Barbosa	407 Lincoln Road PH-NE Miami Beach, FL 33139

**ARTICLE 9.
Assessments**

Section 9.1 The Directors are required to establish a Common Assessment to be levied against each Lot in such amounts as they shall determine necessary:

- 9.1.1 To maintain, repair, improve, beautify, and replace the Common Areas including improvements thereto, operate the Association, and perform other maintenance, repairs or services authorized or permitted by the Declaration;
- 9.1.2 To maintain and repair the Surface Water or Storm Water Management

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System including, but not limited to, work within retention areas, drainage structures, and drainage easements;

- 9.1.3 To provide supplemental maintenance of public rights-of-way, including where necessary, and to the extent not provided by public authority, and the lighting of the same, landscaping, cutting of grass, upgrading of paved services, provision of sidewalks, maintenance of associated drainage and stormwater control areas, and general maintenance thereof; and
- 9.1.4 To otherwise achieve those purposes of the Association set forth herein and in the Declaration, as determined to be necessary or advisable by the Board of Directors, and to otherwise do any and all other things determined by the Board of Directors to be of general benefit to the Owners or the Property.

Section 9.2 The Directors shall notify any Owner of the amount of the then Common Assessment upon written request, along with an explanation for the determination of the Common Assessment in such detail as the Directors determine. The amount of the Common Assessment may be changed by the Directors as frequently as deemed necessary by them to assure that the amount of the Common Assessment is sufficient to pay all Common Expenses or otherwise satisfy all obligations of the Association. The Assessment so established may be levied and collected annually, quarterly or monthly, either in arrears or in advance, at the sole discretion of the Directors.

Section 9.3 The Directors may, in their complete and sole discretion, propose a special assessment against the Lots for one time and/or extraordinary expenses associated with the maintenance, extension, or improvement of the properties for which the Association is responsible pursuant to the Declaration. The Directors shall give each member notification of the proposed Special Assessment, and the time and location for the meeting of the Directors and members for consideration of the special assessment (which shall be in Marion County, Florida) not less than fourteen (14) or greater than sixty (60) days prior to the scheduled special meeting of the members. At the special meeting the special assessment (or any revised special assessment provided that the total amount is not greater than the proposed special assessment sent with the notice of the meeting) may be adopted by an affirmative vote of a majority of the votes then entitled to be cast.

Section 9.4 The Directors shall establish a separate account for the deposit of all funds collected pursuant to this Article, and shall not place any other funds, regardless of source, in said account. All funds so deposited shall be disbursed only for improvements to, and extensions or maintenance of, the properties for which the Association is responsible pursuant to the Declaration, costs and expenses of operating and maintaining the Association, or for purposes otherwise authorized by the Declaration, or the Board of Directors. The Directors

**AMENDED AND RESTATED
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shall keep separate records of all assessments made and collected pursuant to this Article, and all the monies deposited into, and disbursed from the account referred to above, and shall make said records available, at reasonable hours and in a reasonable manner, to any Member of the Association requesting access to same.

**ARTICLE 10.
Dissolution**

In the event of the dissolution of the Association, the assets of the Association, including the Surface Water or Storm Water Management System, and access thereto, shall be conveyed or dedicated to an appropriate governmental unit or public utility to be used for purposes similar to those for which this Association was created. In the event that acceptance of such dedication is refused, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust, or other organization to be used for such similar purposes. Notwithstanding any other provisions contained within this Article, the Association may be dissolved only as provided in the Declaration, the Bylaws of the Association, and the laws of the State of Florida. In the event of termination, dissolution or final liquidation of the Association, the right of access to , and the responsibility for the operation and maintenance of, the Surface Water or Storm Water Management System must be transferred to and accepted by a governmental entity or non-profit corporation or entity similar to the Association which would comply with any requirements of the St. Johns River Water Management District, including requirements of Chapter 62. of the Florida Administrative Code, and be approved by the St. Johns River Water Management District, prior to such termination, dissolution or liquidation.

**ARTICLE 11.
Duration**

Existence of the Association shall commence with the filing of the Articles of Incorporation with the Secretary of State, Tallahassee, Florida, on January 7, 2022. The Association shall exist in perpetuity.

**ARTICLE 12.
Amendments**

Amendments to the Articles of Incorporation shall be proposed and adopted in the following manner:

Section 12.1 Notice of Amendment. Notice of the subject matter of a proposed amendment shall be included in the written notice of any meeting at which a proposed amendment is considered.

Section 12.2 Adoption of Resolution. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by twenty-five percent (25%) of the Members of the Association entitled to vote thereon.

**AMENDED AND RESTATED
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Section 12.3 **Adoption of Amendment.** Adoption of the amendment will require the affirmative vote of two-thirds of the votes entitled to be cast at that time.

Section 12.4 **Restrictions on Amendment.** No amendment to these Articles of Incorporation affecting in any way the ownership, maintenance, or operation of any Surface Water or Storm Water Management System in the Property shall be effective without the written consent of the St. Johns River Water Management District.

**ARTICLE 13.
Subscribers**

The names and street addresses of the subscribers and incorporators to these Articles of Incorporation is the same as listed in Article 2 hereof.

**ARTICLE 14.
Officers**

The Board of Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall from time to time determine.

The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

- ! MATT FABIAN **President**
- ! HARVEY VANDEVEN..... **Vice President**
- ! WERNER MERCADO..... **Secretary**
- ! WERNER MERCADO..... **Treasurer**

**ARTICLE 15.
Bylaws**

The original Bylaws of the Association shall be adopted by a majority vote of the Directors. Thereafter, the Bylaws of the Association may be amended, altered or rescinded at a regular or special meeting of the Members by a majority of the votes then entitled to be cast at a meeting at which a majority of the votes then entitled to be cast are present or represented. Any amendments to Bylaws shall be binding on all members of the Association.

**AMENDED AND RESTATED
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**ARTICLE 16.
Indemnification of Officers and Directors**

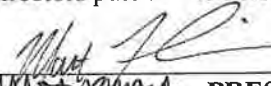
The Association shall and does hereby indemnify and hold harmless Declarant and every Director and every officer, their heirs, executors and administrators, against all loss, cost and expenses reasonably incurred in connection with any action, suit or proceeding to which he may be made a part by reason of his being or having been a Director or Officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director or Officer may be entitled.

**ARTICLE 17.
Transaction in Which Directors or Officers are Interested**

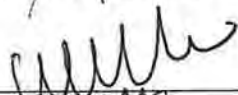
No contract or transaction between the Association and one or more of the Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization including without limitation, the Declarant, or an affiliate of the Declarant, or a corporation in which one or more of its Officers or Directors are Officers or Directors of this Association shall be invalid, void or voidable solely for this reason, or solely because the Officer or Director is present at, or participates in, meetings of the Board or committee thereof which authorized the contractor transaction, or solely because said Officers' or Directors' votes are counted for such purposes. No Director or Officer of the Association shall incur liability by reason of the fact that said Director or Officer may be interested in any such contract or transaction.

Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction.

IN WITNESS WHEREOF, the undersigned, President and Secretary of the Corporation, have executed these Articles of Incorporation this 7th day of January, 2022, and certify the same were adopted by unanimous consent of the Board of Directors pursuant to Florida Statute 617.1002.



MATT PIMENTA, PRESIDENT



SECRETARY

**STATE OF FLORIDA
COUNTY OF MARION**

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
BENNAH OAKS HOMEOWNERS' ASSOCIATION, INC.**

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**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing ARTICLES OF INCORPORATION was sworn to, subscribed to and acknowledged before me by means of **Physical presence or Online notarization**, this 13th day of March, 2024, by Matt Fabian **President**, who is:

Personally known to me, OR
 Produced a driver's license as identification.



Signature: Sasha Kurashige

Print Name: Sasha Kurashige
Notary Public, State of Florida
Commission Number: HH 335916
Commission Expires: 12/17/2026

**STATE OF FLORIDA
COUNTY OF MARION**

The foregoing ARTICLES OF INCORPORATION was sworn to, subscribed to and acknowledged before me by means of **Physical presence or Online notarization**, this 13th day of March, 2024, by Werner Mauda **Secretary**, who is:

Personally known to me, OR
 Produced a driver's license as identification.



Signature: Sasha Kurashige

Print Name: Sasha Kurashige
Notary Public, State of Florida
Commission Number: HH 335916
Commission Expires: 12/17/2026

EXHIBIT "C"

**TO AMENDED AND RESTATED DECLARATION COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR BENNAH OAKS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION**

BYLAWS
BENNAH OAK HOMEOWNERS' ASSOCIATION, INC

ARTICLE 1.
Name and Location

The name of the corporation is Bennah Oaks of Ocala Homeowners Association, Inc hereinafter referred to as the "*Association*". The principal office of the corporation shall be located at 7988 Via Dellagio Way, Suite 206, Orlando, FL 32819, but meetings of members and Directors may be held at such places within the State of Florida, County of Marion, as may be designated by the Board of Directors.

ARTICLE 2.
Definitions

The "*Definitions*" contained in the Declaration of Covenants and Restrictions for Bennah Oaks, an unrecorded subdivision, to which these Bylaws are attached as **Exhibit "B"** and recorded in the Public Records of Marion County, Florida, are incorporated herein by reference and made a part hereof.

ARTICLE 3.
Meetings of Members

- Section 3.1** **Annual Meeting.** The annual meeting of the members shall be held at least once each calendar year on a date and at a time to be determined by the Board of Directors, for the purpose of electing the Board of Directors and transacting any other business as may be authorized by the members.
- Section 3.2** **Special Meetings.** Special meetings of the members may be called at any time by: (a) the President; (b) by the Board of Directors; or (c) upon written request of the members who are entitled to vote ten percent (10%) of all the votes of the Association.
- Section 3.3** **Notice of Meetings.** Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary, or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen days before such meeting (provided, however, in the case of an emergency, four days' notice will be deemed sufficient) to each member entitled to vote thereat, addressed to the members' address last appearing on the books for the Association, or supplied by such member to the Association for the purpose of notice. Unless otherwise notified in writing of a different address, each member's address shall be deemed to be the address appearing on the Marion County Property Appraiser's records at the time the notice is sent.

Section 3.4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, thirty percent (30%) of the votes of the Association shall constitute a quorum for any action, except as otherwise provided in the Articles of

**BYLAWS
OF
BENNAH OAKS HOMEOWNERS' ASSOCIATION, INC**

Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting, and reschedule the meeting without notice other than announcement at the meeting, and at any such re-scheduled meeting a quorum shall consist of twenty five percent (25%) of the votes of the Association, and if at said re-scheduled meeting a quorum does not exist the Members present shall have the power to adjourn the meeting and re-schedule the meeting without notice other than an announcement of the meeting, as often as necessary until a quorum of twenty five percent (25%) shall be present or be represented.

Section 3.5 **Proxies.** At all meetings of members, each member entitled to vote may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his Lot.

Section 3.6 **Location.** Meetings shall be held at such place convenient to the Members as designated by the Board of Directors.

Section 3.7 **Minutes.** The Association shall maintain minutes of each meeting of the membership and of the Board of Directors, and the minutes shall be kept available for inspection by any member during normal business hours.

Section 3.8 **Decorum.** No officer, director or Owner attending any of said meetings will be permitted to use profanity at or during said meetings. No Owner will be permitted to abuse, discipline, reprimand, or harass any of the officers, directors, or employees of the Association verbally or otherwise. Complaints in writing will receive the immediate attention of the Board. Fines and assessments as published by the Association may be levied for a violation.

ARTICLE 4.

Board of Directors; Selection; Term of Office

Section 4.1 **Number.** The affairs of this Association shall be managed by a Board of Directors consisting of not less than three nor more than five persons who need not be members of the Association. The first Board shall consist of three Directors. Thereafter, the number of Directors may be increased to a maximum of five by a majority vote of the Board of Directors.

Section 4.2 **Term of Office.** The first election of Directors shall be held between twelve (12) months and fifteen (15) months from filing the Articles of Incorporation with the Secretary of State, at a meeting of the members called for that purpose. Three

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OF**

BENNAH OAKS HOMEOWNERS' ASSOCIATION, INC

(3) Directors shall be elected at this first election, one receiving the third highest number of votes for a term of one (1) year, one (1) receiving the second highest number of votes for a term of two (2) years, and one (1) receiving the highest number of votes for a term of three (3) years. At each annual meeting thereafter the

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number of Directors equal to that of those whose terms have expired shall be elected for a three (3) year term. At the expiration of any term, any Director may be re-elected. The Directors shall be elected by a plurality of the votes entitled to be cast thereon at a meeting at which a quorum of the Members are present.

Section 4.3 **Removal.** A Director may be removed from the Board with or without cause, by a majority vote of the members of the Association entitled to vote pursuant to the procedures in Section 720.303(10), Florida Statutes, and as the same may be amended from time to time. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. Directors who resign may not be reinstated.

Section 4.4 **Compensation.** No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 4.5 **Action Taken Without a Meeting.** The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

**ARTICLE 5.
Nomination and Election of Directors**

The nomination and election of Directors shall be conducted as follows:

Section 5.1 **Nomination.** Nomination for election to the Board of Directors may be made from the floor at the annual meeting, or by a nominating committee established by the Board of Directors in advance of the annual meeting. Any member may nominate himself for a position on the Board of Directors.

Section 5.2 **Election.** Election to the Board of Directors shall be by secret written ballot. At such election the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 5.3 **Current Account Status.** All Directors and those Owners exercising a vote must maintain at all times a current account status with Association concerning all assessments and charges.

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**ARTICLE 6.
Meeting of Directors**

- Section 6.1** **Regular Meetings.** Regular meetings of the Board of Directors shall be held at least annually at such place and hour as may be fixed, from time to time, by resolution of the Board.
- Section 6.2** **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors after not less than three days' notice to each Director.
- Section 6.3** **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.
- Section 6.4** **Notices.** Notices of all Board meetings must be posted in a conspicuous place in the community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the community, notice of each Board meeting must be mailed or delivered to each Member at least 7 days before the meeting, except in an emergency. At such time as the Association has more than 50 Members, the Board may adopt reasonable alternatives to posting or mailing of notices for each Board meeting, including publication of notice or provision of a schedule of Board meetings.
- Section 6.5** **Vacancies.** Except as to vacancies occurring by removal of a Director by the members, vacancies on the Board of Directors occurring between annual meetings shall be filled by the remaining Directors. Any such appointed Director shall hold office until his successor is elected by the members. A vacancy caused by resignation shall be filled by appointment of a replacement by the Board of Directors.
- Section 6.6** **First Meeting.** The first meeting of the newly elected Board of Directors shall be held at such place as shall be fixed by the members at the meeting at which the Directors were elected, and no further notice of the first meeting shall be necessary.

**ARTICLE 7.
Powers and Duties of the Board of Directors**

- Section 7.1** **Powers.** The Board of Directors shall have the powers reasonably necessary to

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operate and maintain the Association including, but not limited to, the following:

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- 7.1.1 Adopt and publish rules and regulations governing the personal conduct of the members and their guests at meetings and to establish penalties and/or fines for the infraction thereof;
- 7.1.2 Suspend the right to use of the Common Areas, to the extent not prohibited by Florida Law, of a member during any period in which such member shall be in default in the payment of any assessment levied under the Declaration. Such rights may also be suspended after notice and hearing, for a period not to exceed ninety (90) days for infraction of published rules and regulations;
- 7.1.3 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 Bylaws, the Articles of Incorporation or the Declaration;
- 7.1.4 Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three consecutive regular meetings of the Board of Directors.

Section 7.2 **Duties.** It shall be the duty of the Board of Directors to cause the Association to perform the purposes for which it was formed including, but not limited to, the following:

- 7.2.1 Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members;
- 7.2.2 Supervise all officers, and agents of this Association, and to see that their duties are properly performed;
- 7.2.3 Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

**ARTICLE 8.
Officers and Their Duties**

Section 8.1 **Enumeration of Officers.** The officers of this Association shall be a President who shall at all times be a member of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

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- Section 8.2** **Election of Officers.** The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.
- Section 8.3** **Term.** The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or be otherwise disqualified to serve. An individual may serve consecutive terms without limit.
- Section 8.4** **Special Appointments.** The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
- Section 8.5** **Resignation and Removal.** Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 8.6** **Vacancies.** A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.
- Section 8.7** **Multiple offices.** The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of the other offices except in the case of special offices created pursuant to Section 8.4 of this Article.
- Section 8.8** **Duties.** The duties of the officers are as follows:
- 8.8.1** ***President.*** The President shall preside at all meetings of the members and Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all written instruments and shall co-sign checks and promissory notes.
- 8.8.2** ***Secretary.*** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

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8.8.3 Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year if required by the Board of Directors or Declarant; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members (upon request). The Board of Directors may charge a reasonable fee for copies, unless prohibited by Florida law.

**ARTICLE 9.
Committees**

The Board of Directors shall appoint committees as deemed appropriate in carrying out its purpose.

**ARTICLE 10.
Books and Records**

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association during normal business hours, where copies may be purchased at reasonable cost.

**ARTICLE 11.
Corporate Seal**

The Association shall have a seal in circular form having within its circumference the words:

**BENNAH OAKS HOMEOWNERS' ASSOCIATION, INC., A
CORPORATION NOT FOR PROFIT, FLORIDA
2022**

**ARTICLE 12.
Amendments**

Section 12.1 Requirement. These Bylaws may be amended at a regular or special meeting of the members at which a quorum is present by a two-thirds majority vote of the Members present in person and by proxy.

Section 12.2 Conflict. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the

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Declaration and these Bylaws, the Declaration shall control.

**ARTICLE 13
Miscellaneous.**

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, the undersigned Secretary of the Association certifies that these Bylaws have been duly adopted by the Directors of the Association.

**BENNAH OAKS HOMEOWNERS'
ASSOCIATION, INC.**

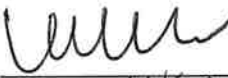
By: 
Print Name: WERNER MACED
Its: Secretary

EXHIBIT "D"

**TO AMENDED AND RESTATED DECLARATION COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS
FOR BENNAH OAKS HOMEOWNERS ASSOCIATION, INC., A FLORIDA NOT-FOR-PROFIT CORPORATION**



St. Johns River Water Management District

Michael A. Register, P.E., Executive Director

4049 Reid Street • P.O. Box 1429 • Palatka, FL 32178-1429 • 386-329-4500 • www.sjrwmd.com

April 19, 2022

Matthew Fabian – *Sent via email:* matt@4pointocala.com
Bennah Oaks, LLC
4349 SE 20th St
Ocala, FL 34471-5670

SUBJECT: Permit Number: 168565-2
Project Name: Bennah Oaks

Dear Mr. Fabian:

Enclosed is your individual permit issued by the St. Johns River Water Management District on April 19, 2022. This permit is a legal document and should be kept with your other important documents. Permit issuance does not relieve you from the responsibility of obtaining any necessary permits from any federal, state, or local agencies for your project.

Technical Staff Report:

If you wish to review a copy of the Technical Staff Report (TSR) that provides the District's staff analysis of your permit application, you may view the TSR by going to the Permitting section of the District's website at www.sjrwmd.com/permitting. Using the "search applications and permits" feature, you can use your permit number or project name to find information about the permit. When you see the results of your search, click on the permit number and then on the TSR folder.

Noticing Your Permit:

For noticing instructions, please refer to the noticing materials in this package regarding closing the point of entry for someone to challenge the issuance of your permit. Please note that if a timely petition for administrative hearing is filed, your permit will become non-final and any activities that you choose to undertake pursuant to your permit will be at your own risk. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action.

Compliance with Permit Conditions:

To submit your required permit compliance information, go to the District's website at www.sjrwmd.com/permitting. Under the "Apply for a permit or submit compliance data" section, click to sign-in to your existing account or to create a new account. Select the "Compliance Submittal" tab, enter your permit number, and select "No Specific Date" for the Compliance Due Date Range. You will then be able to view all the compliance submittal requirements for your project. Select the compliance item that you are ready to submit and then attach the appropriate information or form. The forms to comply with your permit conditions are available at www.sjrwmd.com/permitting under the section "Handbooks, forms, fees, final orders". Click on forms to view all permit compliance forms, then scroll to the ERP application forms section and select the applicable compliance forms. Alternatively, if you have difficulty finding forms or need

GOVERNING BOARD

Rob Bradley, CHAIR
FLEMING ISLAND

Ryan Atwood
MOUNT DORA

Maryam H. Ghyabi-White, VICE CHAIR
ORMOND BEACH

Doug Bourmique
VERO BEACH

J. Chris Peterson, SECRETARY
WINTER PARK

Douglas Burnett
ST. AUGUSTINE

Cole Oliver
MERRITT ISLAND

Ron Howse, TREASURER
COCOA

Janet Price
FERNANDINA BEACH

copies of the appropriate forms, please contact the Bureau of Regulatory Support at (386) 329-4570.

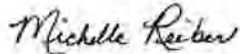
Transferring Your Permit:

Your permit requires you to notify the District within 30 days of any change in ownership or control of the project or activity covered by the permit, or within 30 days of any change in ownership or control of the real property on which the permitted project or activity is located or occurs. You will need to provide the District with the information specified in rule 62-330.340, Florida Administrative Code (F.A.C.). Generally, this will require you to complete and submit Form 62-330.340(1), "Request to Transfer Permit," available at <http://www.sjrwmd.com/permitting/permitforms.html>.

Please note that a permittee is liable for compliance with the permit before the permit is transferred. The District, therefore, recommends that you request a permit transfer in advance in accordance with the applicable rules. You are encouraged to contact District staff for assistance with this process.

Thank you and please let us know if you have additional questions. For general questions contact e-permit@sjrwmd.com or (386) 329-4570.

Sincerely,



Michelle Reiber, Bureau Chief
Division of Regulatory Services
St. Johns River Water Management District
525 Community College Parkway, S.E.
Palm Bay, FL 32909
(321) 409-2129

Enclosures: Permit
Notice of Rights
List of Newspapers for Publication

cc: District Permit File
Registered Professional Consultant: Jeff McPherson
Tillman & Assoc Engineering LLC
Sent via email: JmcPerson@tillmaneng.com
Registered Professional Consultant: Wesley Barrow
Tillman & Associates Engineering, LLC
Sent via email: permits@tillmaneng.com
DEP District - Central District – *Sent via email:* DEP_CD@dep.state.fl.us

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT
Post Office Box 1429
Palatka, Florida 32178-1429

PERMIT NO: 168565-2

DATE ISSUED: April 19, 2022

PROJECT NAME: Bennah Oaks

A PERMIT AUTHORIZING:

Modification of Permit No. IND-083-168565-1 for Bennah Oaks Mass Grading, to include the construction and operation of a Stormwater Management System for a 106.5-acre project known as Bennah Oaks, as per plans received by the District on March 9, 2022.

LOCATION:

Section(s): 1 Township(s): 17S Range(s): 22E
Marion County

Receiving Water Body:

Name	Class
Landlocked	III Fresh

ISSUED TO:

Bennah Oaks, LLC
4349 SE 20th St
Ocala, FL 34471-5670

The permittee agrees to hold and save the St. Johns River Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all plans and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies. All structures and works installed by permittee hereunder shall remain the property of the permittee.

This permit may be revoked, modified, or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes.

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A", dated April 19, 2022

AUTHORIZED BY: St. Johns River Water Management District
Division of Regulatory Services

By: 

Sandra Joiner
Supervising Professional Engineer

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 168565-2
Bennah Oaks
DATED: April 19, 2022

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

Operation Phase” [Form 62-330.310(1)].

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

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

a. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Florida 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.

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

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

9. This permit does not:

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

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

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

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

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

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

12. The permittee shall notify the District in writing:

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

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

13. Upon reasonable notice to the permittee, District staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
14. If prehistoric or historic artifacts, such as pottery or ceramics, projectile points, stone tools, dugout canoes, metal implements, historic building materials, or any other physical remains that could be associated with Native American, early European, or American settlement are encountered at any time within the project site area, the permitted project shall cease all activities involving subsurface disturbance in the vicinity of the discovery. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance Review Section (DHR), at (850) 245-6333, as well as the appropriate permitting agency office. Project activities shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, F.S. For project activities subject to prior consultation with the DHR and as an alternative to the above requirements, the permittee may follow procedures for unanticipated discoveries as set forth within a cultural resources assessment survey determined complete and sufficient by DHR and included as a specific permit condition herein.
15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
16. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
17. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the District will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
18. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
19. This permit for construction will expire five years from the date of issuance.
20. At a minimum, all retention and detention storage areas must be excavated to rough grade prior to building construction or placement of impervious surface within the area to be served by those facilities. To prevent reduction in storage volume and percolation rates, all accumulated sediment must be removed from the storage area prior to final grading and stabilization.

21. All wetland areas or water bodies that are outside the specific limits of construction authorized by this permit must be protected from erosion, siltation, scouring or excess turbidity, and dewatering.
22. If limestone bedrock is encountered during construction of the retention basins or a sinkhole or solution cavity forms during construction, construction of the basin must be halted immediately and the District must be notified. Remedial action will be required.
23. The permittee must visually inspect all permitted surface water management basins monthly for the occurrence of sinkholes and document these inspections on District Condition Compliance Form Number EN-33. The completed form must be sent to the District annually by May 31st of each year.
24. The permittee must report any sinkhole that develops within the surface water management system. Permittee must notify the District of any sinkhole development in the surface water management system within 48 hours of its discovery and complete sinkhole repair within 10 days of such discovery using a District approved methodology.
25. The operation and maintenance entity shall inspect the stormwater or surface water management system once within two years after the completion of construction and every two years thereafter to determine if the system is functioning as designed and permitted. The operation and maintenance entity must maintain a record of each required inspection, including the date of the inspection, the name and contact information of the inspector, and whether the system was functioning as designed and permitted, and make such record available for inspection upon request by the District during normal business hours. If at any time the system is not functioning as designed and permitted, then within 30 days the entity shall submit a report electronically or in writing to the District using Form 62-330.311(1), "Operation and Maintenance Inspection Certification," describing the remedial actions taken to resolve the failure or deviation.
26. This permit does not authorize the permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
27. This permit does not authorize impacts to wetlands or other surface waters.
28. The proposed project must be constructed and operated as per plans received by the District on March 9, 2022, and calculations received by the District on April 14, 2022.
29. The permittee shall submit a soils analysis of the retention ponds verifying that each pond provides the specified permeability rate. The analysis shall be submitted as part of the as-built certification in accordance with rule 62-330.310, F.A.C. If the design permeability rate cannot be verified, the permittee must obtain a modification of this permit demonstrating that the design criteria and objectives of Chapter 62-330, F.A.C. are met.

Notice of Rights

1. A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code, the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P. O. Box 1429, Palatka Florida 32178-1429 (4049 Reid St., Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwm.com, within twenty-six (26) days of the District depositing the notice of District decision in the mail (for those persons to whom the District mails actual notice), within twenty-one (21) days of the District emailing the notice of District decision (for those persons to whom the District emails actual notice), or within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes, and Chapter 28-106, Florida Administrative Code. The District will not accept a petition sent by facsimile (fax), as explained in paragraph no. 4 below.
2. Please be advised that if you wish to dispute this District decision, mediation may be available and that choosing mediation does not affect your right to an administrative hearing. If you wish to request mediation, you must do so in a timely-filed petition. If all parties, including the District, agree to the details of the mediation procedure, in writing, within 10 days after the time period stated in the announcement for election of an administrative remedy under Sections 120.569 and 120.57, Florida Statutes, the time limitations imposed by Sections 120.569 and 120.57, Florida Statutes, shall be tolled to allow mediation of the disputed District decision. The mediation must be concluded within 60 days of the date of the parties' written agreement, or such other timeframe agreed to by the parties in writing. Any mediation agreement must include provisions for selecting a mediator, a statement that each party shall be responsible for paying its pro-rata share of the costs and fees associated with mediation, and the mediating parties' understanding regarding the confidentiality of discussions and documents introduced during mediation. If mediation results in settlement of the administrative dispute, the District will enter a final order consistent with the settlement agreement. If mediation terminates without settlement of the dispute, the District will notify all the parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Florida Statutes, is resumed. Even if a party chooses not to engage in formal mediation, or if formal mediation does not result in a settlement agreement, the District will remain willing to engage in informal settlement discussions.
3. A person whose substantial interests are or may be affected has the right to an informal administrative hearing pursuant to Sections 120.569 and 120.57(2), Florida Statutes, where no material facts are in dispute. A petition for an informal hearing must also comply with the requirements set forth in Rule 28-106.301, Florida Administrative Code.

Notice of Rights

4. A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8:00 a.m. – 5:00 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8:00 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile is prohibited and shall not constitute filing.
5. Failure to file a petition for an administrative hearing within the requisite timeframe shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, Florida Administrative Code).
6. The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. A person whose substantial interests are or may be affected by the District's final action has the right to become a party to the proceeding, in accordance with the requirements set forth above.
7. Pursuant to Section 120.68, Florida Statutes, a party to the proceeding before the District who is adversely affected by final District action may seek review of the action in the District Court of Appeal by filing a notice of appeal pursuant to Rules 9.110 and 9.190, Florida Rules of Appellate Procedure, within 30 days of the rendering of the final District action.
8. A District action is considered rendered, as referred to in paragraph no. 7 above, after it is signed on behalf of the District and filed by the District Clerk.
9. Failure to observe the relevant timeframes for filing a petition for judicial review as described in paragraph no. 7 above will result in waiver of that right to review.

NOR.Decision.DOC.001
Revised 12.7.11

NOTICING INFORMATION

Please be advised that the St. Johns River Water Management District will not publish a notice in the newspaper advising the public that it has issued a permit for this project.

Newspaper publication, using the District's notice form, notifies members of the public of their right to challenge the issuance of the permit. If proper notice is given by newspaper publication, then there is a 21-day time limit for someone to file a petition for an administrative hearing to challenge the issuance of the permit.

To close the point of entry for filing a petition, you may publish (at your own expense) a one-time notice of the District's decision in a newspaper of general circulation within the affected area as defined in Section 50.011 of the Florida Statutes. If you do not publish a newspaper notice to close the point of entry, the time to challenge the issuance of your permit will not expire and someone could file a petition even after your project is constructed.

A copy of the notice form and a partial list of newspapers of general circulation are attached for your convenience. However, you are not limited to those listed newspapers. If you choose to close the point of entry and the notice is published, the newspaper will return to you an affidavit of publication. In that event, it is important that you either submit a scanned copy of the affidavit by emailing it to compliancesupport@sjrwmd.com (preferred method) or send a copy of the original affidavit to:

Office of Business and Administrative Services
4049 Reid Street
Palatka, FL 32177

If you have any questions, please contact the Office of Business and Administrative Services at (386) 329-4570.

NOTICE OF AGENCY ACTION TAKEN BY THE
ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

Notice is given that the following permit was issued on 4/19/2022 :

(Name and address of applicant) _____
permit# 168545-2. The project is located in MANON County, Section
1, Township 17 South, Range 22 East. The permit authorizes a surface
water management system on 106.5 acres for _____ known as
Bronah Oaks. The receiving water body is _____.

A person whose substantial interests are or may be affected has the right to request an administrative hearing by filing a written petition with the St. Johns River Water Management District (District). Pursuant to Chapter 28-106 and Rule 40C-1.1007, Florida Administrative Code (F.A.C.), the petition must be filed (received) either by delivery at the office of the District Clerk at District Headquarters, P.O. Box 1429, Palatka FL 32178-1429 (4049 Reid St, Palatka, FL 32177) or by e-mail with the District Clerk at Clerk@sjrwmd.com, within twenty-one (21) days of newspaper publication of the notice of District decision (for those persons to whom the District does not mail or email actual notice). A petition must comply with Sections 120.54(5)(b)4. and 120.569(2)(c), Florida Statutes (F.S.), and Chapter 28-106, F.A.C. The District will not accept a petition sent by facsimile (fax). Mediation pursuant to Section 120.573, F.S., may be available and choosing mediation does not affect your right to an administrative hearing.

A petition for an administrative hearing is deemed filed upon receipt of the complete petition by the District Clerk at the District Headquarters in Palatka, Florida during the District's regular business hours. The District's regular business hours are 8 a.m. – 5 p.m., excluding weekends and District holidays. Petitions received by the District Clerk after the District's regular business hours shall be deemed filed as of 8 a.m. on the District's next regular business day. The District's acceptance of petitions filed by e-mail is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation (issued pursuant to Rule 28-101.001, Florida Administrative Code), which is available for viewing at www.sjrwmd.com. These conditions include, but are not limited to, the petition being in the form of a PDF or TIFF file and being capable of being stored and printed by the District. Further, pursuant to the District's Statement of Agency Organization and Operation, attempting to file a petition by facsimile (fax) is prohibited and shall not constitute filing.

The right to an administrative hearing and the relevant procedures to be followed are governed by Chapter 120, Florida Statutes, Chapter 28-106, Florida Administrative Code, and Rule 40C-1.1007, Florida Administrative Code. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means the District's final action may be different from the position taken by it in this notice. **Failure to file a petition for an administrative hearing within the requisite time frame shall constitute a waiver of the right to an administrative hearing. (Rule 28-106.111, F.A.C.).**

If you wish to do so, please visit http://www.sjrwmd.com/nor_dec/ to read the complete Notice of Rights to determine any legal rights you may have concerning the District's decision(s) on the permit application(s) described above. You can also request the Notice of Rights by contacting the Director of Business and Administrative Services, 4049 Reid St., Palatka, FL 32177-2529, tele. no. (386)329-4570.

NEWSPAPER ADVERTISING

ALACHUA

The Alachua County Record, Legal Advertising
P. O. Box 806
Gainesville, FL 32602
352-377-2444/ fax 352-338-1986

BRAFORD

Bradford County Telegraph, Legal Advertising
P. O. Drawer A
Starke, FL 32901
904-964-6305/ fax 904-964-8628

CLAY

Clay Today, Legal Advertising
1560 Kinsley Ave., Suite 1
Orange Park, FL 32073
904-264-3200/ fax 904-264-3285

FLAGLER

Flagler Tribune, c/o News Journal
P. O. Box 2831
Daytona Beach, FL 32120-2831
386- 681-2322

LAKE

Daily Commercial, Legal Advertising
P. O. Drawer 490007
Leesburg, FL 34749
352-365-8235/fax 352-365-1951

NASSAU

News-Leader, Legal Advertising
P. O. Box 766
Fernandina Beach, FL 32035
904-261-3696/fax 904-261-3698

ORANGE

Sentinel Communications, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

PUTNAM

Palatka Daily News, Legal Advertising
P. O. Box 777
Palatka, FL 32178
386-312-5200/ fax 386-312-5209

SEMINOLE

Sanford Herald, Legal Advertising
300 North French Avenue
Sanford, FL 32771
407-323-9408

BAKER

Baker County Press, Legal Advertising
P. O. Box 598
Macclenny, FL 32063
904-259-2400/ fax 904-259-6502

BREVARD

Florida Today, Legal Advertising
P. O. Box 419000
Melbourne, FL 32941-9000
321-242-3832/ fax 321-242-6618

DUVAL

Daily Record, Legal Advertising
P. O. Box 1769
Jacksonville, FL 32201
904-356-2466 / fax 904-353-2628

INDIAN RIVER

Treasure Coast News
760 NW Enterprise Dr.
Port St. Lucie, FL 34986
772-283-5252

MARION

Ocala Star Banner, Legal Advertising
2121 SW 19th Avenue Road
Ocala, FL 34474
352-867-4010/fax 352-867-4126

OKEECHOBEE

Okeechobee News, Legal Advertising
P. O. Box 639
Okeechobee, FL 34973-0639
863-763-3134/fax 863-763-5901

OSCEOLA

Little Sentinel, Legal Advertising
633 N. Orange Avenue
Orlando, FL 32801
407-420-5160/ fax 407-420-5011

ST. JOHNS

St. Augustine Record, Legal Advertising
P. O. Box 1630
St. Augustine, FL 32085
904-819-3439

VOLUSIA

News Journal Corporation, Legal Advertising
P. O. Box 2831
Daytona Beach, FL 32120-2831
(386) 681-2322