

Harbor at Lake Henry Townhomes

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 IS REQUIRED PRIOR TO MAKIING ANY EXTERIOR CHANGES TO THE PROPERTY.**

Fences

Materials: Not permitted

Landscaping and Yard Use

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

Swing sets and sports equipment: Not permitted

Sheds: Not permitted

Swimming pools: Not permitted

Parking and Motor Vehicles

Commercial / Work Vehicles: No garage

Boats, RV's, ATV's, jet skis, etc.: No garage

Trailers: No garage

Animals

Number: No more than a total of two (2) 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.

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NEIGHBORHOOD DECLARATION OF COVENANTS AND CONDITIONS
FOR
HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC.

THIS NEIGHBORHOOD DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC. (“Neighborhood Declaration”) is made by CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation (“Neighborhood Declarant”).

RECITALS

A. The Harbor at Lake Henry, LLC, a Florida limited liability company (“Declarant”) previously developed HARBOR AT LAKE HENRY (“Community”), according to the plat thereof recorded in Plat Book 208, pages 29-32, Public Records of Polk County, Florida (“Plat”).

B. Declarant has recorded a Declaration of Covenants, Conditions and Restrictions for Harbor at Lake Henry recorded June 25, 2024 in Official Records Book 13166, pages 1035, of the Public Records of Polk, Florida (“Declaration”).

C. Declarant assigned to Neighborhood Declarant all of Declarant’s rights and privileges, as declarant under the Declaration.

C. The terms which are defined in the Declaration and used in this Neighborhood Declaration shall have the meanings in this Neighborhood Declaration ascribed to such terms in the Declaration, except to the extent modified or amended by this Neighborhood Declaration.

D. Declarant reserved the right in Article VI of the Declaration to adopt and record Neighborhood Declarations which are applicable to a particular Neighborhood and which shall be in addition to the provisions of the Declaration. Declarant now desires to adopt certain covenants, restrictions and provisions for assessments solely with respect to Harbor at Lake Henry Neighborhood Association, Inc.

E. The following additional defined terms shall have the following meanings when used in this Neighborhood Declaration:

“Builder” shall mean CLAYTON PROPERTIES GROUP, INC., a Tennessee corporation

“Home” shall mean an attached single-family dwelling constructed upon and including a Neighborhood Lot.

“Neighborhood” shall mean HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC., being a part of the Community.

“Neighborhood Articles” shall mean the Articles of Incorporation of the Neighborhood Association in the form attached as Exhibit “B” and all amendments thereto.

“Neighborhood Assessments” shall mean the assessments specified in Article IV of this Neighborhood Declaration.

“Neighborhood Association” shall mean and refer to HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

“Neighborhood Bylaws” shall mean the Bylaws of the Neighborhood Association in the form attached hereto as Exhibit “C” and all amendments thereto.

“Neighborhood Declaration” shall mean this Neighborhood Declaration of Covenants and Restrictions for Harbor at Lake Henry Neighborhood Association, Inc., as amended from time to time.

“Neighborhood Declarant” shall mean Clayton Properties Group, Inc., a Tennessee corporation.

“Neighborhood Directors” shall mean the members of the Board of Directors of the Neighborhood Association and their successors in office, duly elected and serving in that capacity in accordance with the Bylaws.

“Neighborhood Lots” shall mean all of the Lots depicted upon the attached Neighborhood Site Plan and located within the Neighborhood.

“Neighborhood Maintenance” shall mean those maintenance obligations of the Neighborhood Association as defined in Article II herein.

“Neighborhood Members” shall mean each natural person or legally-organized entity that is entitled to membership in the Neighborhood Association, as provided in Section 1.1 of this Neighborhood Declaration.

“Neighborhood Owners” shall mean the holders and owners of the fee simple title to the Neighborhood Lots.

“Neighborhood Property” shall mean the property described in Exhibit “A” and such additions thereto as may hereafter be brought within the jurisdiction of the Neighborhood Association and subject to the terms of this Declaration.

“Neighborhood Site Plan” shall mean that portion of the Plat of Harbor at Lake Henry as shown herein as Exhibit “D” and subject to the forgoing Neighborhood Declaration.

“Neighborhood Rules and Regulations” shall mean those rules and regulations established and adopted by the Neighborhood Association in accordance with Article VI, Section 6.5 of this Neighborhood Declaration.

The purpose of this Neighborhood Declaration is to provide restrictions, covenants and provisions for assessments which are solely applicable to the Neighborhood Lots and the Neighborhood.

NOW, THEREFORE, the foregoing definitions, are incorporated herein by reference and the following covenants, restrictions and other provisions are hereby imposed upon the Neighborhood and each for the Neighborhood Lots, all of which shall be deemed covenants running with the land.

ARTICLE I

NEIGHBORHOOD ASSOCIATION

1.1 MEMBERSHIP IN THE NEIGHBORHOOD ASSOCIATION. The Neighborhood Association has been incorporated and has Articles of Incorporation and Bylaws in the form of the Neighborhood Articles and the Neighborhood Bylaws, the provisions of which are incorporated herein by reference and made a part of this Neighborhood Declaration. The Neighborhood Owners shall be members of the Neighborhood Association. By acceptance of a deed conveying a Neighborhood Lot, each Neighborhood Owner agreed to be bound by all of the terms, conditions and provisions of this Neighborhood Declaration, the Neighborhood Articles and the Neighborhood Bylaws. Membership in the Neighborhood Association shall be appurtenant to the ownership of the Neighborhood Lots and may not be transferred separate from the ownership of the Neighborhood Lot. Membership shall be established by acquisition of ownership of the fee simple title to a Neighborhood Lot, whether by conveyance, devise, judicial decree or otherwise and by the recordation among the Public Records of Polk County, Florida of the deed or other instrument establishing the acquisition and designation of the Neighborhood Lot affected. Promptly after recording of the evidence of title, a copy of the recorded evidence of title shall be delivered to the Neighborhood Association. The new Neighborhood Owner designated in such deed or other instrument shall thereupon become a Neighborhood Member and the membership of the prior Neighborhood Owner shall be terminated.

1.2 NEIGHBORHOOD ARTICLES. The Articles of Incorporation of the Neighborhood Association are attached hereto as Exhibit “B” and incorporated herein by referenced.

1.3 NEIGHBORHOOD BYLAWS. The Bylaws of the Neighborhood Association in their initial form are attached hereto as Exhibit “B” and incorporated herein by reference.

1.4 VOTING. The Neighborhood Association shall have two (2) classes of voting

membership:

1.4.1. *Class A.* Class A Neighborhood Members shall be those Neighborhood Owners, defined in Section 1.1 above, with the exception of the Neighborhood Declarant while the Neighborhood Declarant holds the Class B membership. Class A Neighborhood Members shall be entitled to one (1) vote for each Neighborhood Lot in which they hold the interest required for membership by Section 1.1 above. When more than one (1) person or entity holds such interest in any Neighborhood Lot, all such persons shall be Neighborhood Members. The vote for such Neighborhood Lot shall be exercised as the Neighborhood Members among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Neighborhood Lot.

1.4.2. *Class B.* The Class B Neighborhood Member shall be the Neighborhood Declarant, its successors and assigns. The Class B Neighborhood Member shall be entitled to three (3) votes for each Class A Neighborhood Members' vote plus one vote, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier, or as otherwise required by Florida law (the "Neighborhood Turnover Date"):

(a) Ninety percent (90%) of the Neighborhood Lots have been conveyed to third-party purchasers other than the Builder; or

(b) Thirty (30) days after the Neighborhood Declarant elects to terminate the Class B membership.

ARTICLE II

RIGHTS AND OBLIGATIONS OF NEIGHBORHOOD ASSOCIATION AND NEIGHBORHOOD OWNERS

The Neighborhood Association shall have all powers and authority given to corporations for profit and corporations not for profit as provided by law, to the extent permitted by law, except to the extent specially limited in this Neighborhood Declaration, the Neighborhood Bylaws and the Neighborhood Articles. In addition, the Neighborhood Association shall have all powers and duties enumerated in this Neighborhood Declaration, the Neighborhood Articles and the Neighborhood Bylaws. The Neighborhood Association shall have the rights and obligations specified in this Article and shall be responsible for all costs of the Neighborhood Maintenance and all costs and expenses of the operation of the Neighborhood Association.

2.1 **NEIGHBORHOOD ASSOCIATION MAINTENANCE.** The Neighborhood Association shall be responsible for the maintenance, repair and replacement of the following in order to keep the Neighborhood in a neat, attractive condition ("Neighborhood Maintenance"):

2.1.1. *All Neighborhood Common Property.* In addition, the Neighborhood Association shall replace, as scheduled, any and all improvements situated on the Neighborhood Common Property, including, but not limited to, all landscaping, signs, irrigation systems, sidewalks and other structures, including guard gates and entry features, if installed or constructed

by the Neighborhood Declarant or the Neighborhood Association, excepting any public utilities. The Neighborhood Association shall pay the real property ad valorem taxes and governmental liens assessed against the Neighborhood Common Properties and billed to the Neighborhood Association. Should real property ad valorem taxes or governmental liens as to any Neighborhood Common Properties be assessed against the billed Lots, the Neighborhood Directors shall have the right to determine, in its sole discretion, if the Neighborhood Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Neighborhood Association shall be levied as a Special Lot Assessment pursuant to Article IV of this Declaration.

2.1.2. *Any and all grass located on a Neighborhood Owner's Neighborhood Lot.* The cost of such grass maintenance on the Neighborhood Lot is assumed by the Neighborhood Association for the benefit of the entire Neighborhood Property as if same were Neighborhood Common Property, and such costs is considered with the budget as part of grounds' maintenance. The Neighborhood Owner shall not plant any trees or shrubbery on his or her Neighborhood Lot without first obtaining the prior written consent of the Neighborhood Association. The Neighborhood Association is hereby granted an easement over and across each Neighborhood Lot for the purpose of maintaining and cutting the grass, and Neighborhood Owners shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Neighborhood Association, the said consent being conditioned on the Neighborhood Association having free access to the Neighborhood Lot for the purpose of maintaining and cutting the grass.

2.1.3. *The irrigation system for the Neighborhood, including the irrigation of the Neighborhood Common Property and Neighborhood Lots.* Said irrigation system will run both on Neighborhood Lots and Neighborhood Common Property. The cost of such maintenance of the irrigation system on a Neighborhood Lot being assumed by the Neighborhood Association for the benefit of the entire Neighborhood Property as if same were Neighborhood Common Property, and such costs being considered with the budget as part of the grounds' maintenance. The Neighborhood Association is hereby granted an easement over and across each Neighborhood Lot for the purpose of installing and maintaining the irrigation system, and the Neighborhood Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Neighborhood Association. A Neighborhood Owner shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Neighborhood Owner's Neighborhood Lot or the Neighborhood Common Property, caused by Neighborhood Owner, any member of the Neighborhood Owner's family, any guests, invitees, tenants, contractors, workers or agents of the Neighborhood Owner.

2.2 NEIGHBORHOOD OWNER MAINTENANCE. Except as otherwise provided herein, and consistent with Schedule 2.2 attached hereto and incorporated by reference herein, each Neighborhood Owner shall be responsible for the maintenance, repair and replacement of the Home and all improvements situated on his or her Neighborhood Lot and such other areas as are provided herein, in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations for structural maintenance, repair or replacement of walls, windows and roofs, including gutters, downspouts and skylights, patios, screens, balconies, tiles, doors (including all framing and casing), any air-conditioning or water softening fixtures or equipment, or any equipment facilities or other items whatsoever installed within or placed upon any Neighborhood

Lot by any Neighborhood Owner including its agents, or other designees and/or any other maintenance obligations designated as the Neighborhood Owners' responsibilities from time to time in the Neighborhood Declaration or the Neighborhood Rules and Regulations. If any Neighborhood Owner breaches the covenants contained within this Section 2.2, the Neighborhood Association may enforce same in accordance with the provisions of this Neighborhood Declaration. The Neighborhood Owner shall obtain written consent of the Neighborhood Association prior to making any modifications requiring approval under the Declaration or this Neighborhood Declaration. Specifically, each Neighborhood Owner shall be responsible for the following:

2.2.1. *Driveways.* Each Neighborhood Owner shall maintain, repair, and replace any driveway servicing his or her single Neighborhood Lot.

2.2.2. *Exterior painting and pressure washing of the Home and improvements thereon as required by the Neighborhood Association in accordance with this section.* It is anticipated that the Neighborhood Association shall require all Homes to be painted five (5) years from the date of the issuance of each Home's certificate of occupancy, and then every five (5) years thereafter. In addition, it is anticipated that the Neighborhood Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressure washed three (3) years from the date of the issuance of each Home's certificate of occupancy, and then every three (3) years thereafter. The Neighborhood Directors shall convene a duly noticed meeting to determine when the uniform exterior painting and pressure washing shall be required for all Homes in the Neighborhood and each Neighborhood Owner shall have at least 120 days to commence the work after the Neighborhood Association provides written notification of required painting or cleaning. Each Neighborhood Owner shall have the right to paint or clean more frequently than required by the Neighborhood Association, provided that prior written approval of paint is obtained from the Neighborhood Directors. Notwithstanding the foregoing, by majority vote of the Neighborhood Members at a duly noticed meeting, the Neighborhood Association may enter into a contract for painting or pressure washing of all Homes in the Neighborhood and charge each Neighborhood Owner its equal share of the cost thereof as a Special Lot Assessment. If any Neighborhood Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Neighborhood Association may perform the work and charge the Neighborhood Owner the cost thereof as a Special Lot Assessment.

2.2.3. *The repair and replacement of the roof of the Home as required by the Neighborhood Association in accordance with this section.* It is anticipated that the Neighborhood Association shall require all roofs to be replaced twenty (20) to twenty-five (25) years from the date of the issuance of each Home's certificate of occupancy, and then every twenty (20) to twenty-five (25) years thereafter. The Neighborhood Directors shall convene a duly noticed meeting to determine when the uniform replacement of the roofs shall be required for all Homes in the Neighborhood and each Neighborhood Owner shall have at least 120 days to commence the work after the Neighborhood Association provides written notification of required roof replacement. The Neighborhood Directors reserve the right to require that the roof of each group of Homes be replaced at one time. Each Neighborhood Owner shall have the right to replace his or her roof more frequently than required by the Neighborhood Association, provided that prior written approval of the type of shingle is obtained from the Neighborhood Directors. Notwithstanding the

foregoing, by majority vote of the Neighborhood Members at a duly noticed meeting, the Neighborhood Association may enter into a contract for the replacement of the roofs of all Homes in the Neighborhood and charge each Neighborhood Owner its equal share of the cost thereof as a Special Lot Assessment. If any Neighborhood Owner fails or refuses to repair or replace the roof of his or her Home as required herein, the Neighborhood Association may perform the work and charge the Neighborhood Owner the cost thereof as a Special Lot Assessment.

2.2.4. *Exterior surfaces.* Each Neighborhood Owner shall maintain, repair and replace the exterior surfaces of his or her respective Home, including, but not limited to, any stucco on the exterior surface of the Homes. Exterior walls are improved with a finish material composed of stucco or cementitious coating (collectively, "Stucco/Cementitious Finish"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for each Neighborhood Owner. Each Neighborhood Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking and engage a qualified profession to seal those cracks and repair the affected area. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking, or separating. If the inspection reveals any such items, the Neighborhood Owner is responsible for engaging a qualified professional to clean, repair, re-caulk, and repaint those areas of the Home. A Neighborhood Owner is responsible for all maintenance and repairs described in this Section 2.2.4, which should be completed in a timely fashion to prevent any damage to the Home.

2.2.5. *All maintenance of any landscaping installed on the Neighborhood Lot by the Neighborhood Owner pursuant to the Neighborhood Association's approval.* The Neighborhood Association is hereby granted an easement over and across each Neighborhood Lot for the purpose of maintaining the landscaping in accordance herewith. Neighborhood Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Neighborhood Declarant or the Neighborhood Association or any landscape material required to remain pursuant to a permit or other governmental regulation. Any Neighborhood Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work.

2.2.6. *Party walls.* Each common wall shared by two Neighborhood Lots shall be a party wall for the perpetual benefit of and use by the Neighborhood Owners of each respective Neighborhood Lot. Each such Neighborhood Lot and Neighborhood Owner is hereby granted an easement for the existence of the party wall to the extent it encroaches on the adjoining Neighborhood Lot, whether the encroachment exists is a result of initial construction, reconstruction or natural settling or shifting. Except as otherwise provided herein, each Neighborhood Owner shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his or her residence. Both Neighborhood Owners shall equally share the cost of repair and maintenance of the structural and interior portions of the party wall. However, if either Neighborhood Owner's negligence or willful misconduct causes damage to the party wall, such Neighborhood Owner shall bear the entire cost

of repair. Each Neighborhood Owner shall have the right to enter the adjacent Lot, including the residence located thereon, where necessary in connection with the repair or maintenance of a party wall, upon reasonable prior notice to the affected Neighborhood Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon by the Neighborhood Owners sharing the party wall.

ARTICLE III

RESTRICTIONS

3.1 **PROHIBITED ACTIVITIES AND USES.** No activity or use shall be allowed on the Neighborhood Property that is a source of unreasonable annoyance, embarrassment or discomfort to the Neighborhood Owners or their tenants, invitees, or guests, or that interferes with the peaceful possession and proper use and enjoyment of the Neighborhood Property, nor shall any improper, unsightly, offensive or unlawful use shall be made of any Home or Neighborhood Common Property, and all laws and regulations of the applicable governmental bodies shall be observed. The Neighborhood Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernable outside any Home: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke, noxious, toxic fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by any other Neighborhood Owner.

3.2 **ANIMALS.** Birds, fowl, fish, dogs, cats, reptiles, insects and all other non-human, non-plant living organisms under fifty (50) pounds (“Animals”) may be kept as pets only, and shall not be held or offered for sale or maintained or bred for any commercial purposes. Any number of pets in excess of two (2) Animals is prohibited.

3.3 **GARBAGE AND TRASH.** No trash, garbage or other waste material or refuse shall be placed, stored or permitted to accumulate on any Neighborhood Lot except in covered or sealed containers approved by the Neighborhood Association. All such containers must be stored within each residence or concealed by means of a wall or enclosure.

3.3 **PARKING AND MOTOR VEHICLES.**

3.3.1. No vehicle shall be parked anywhere but on paved areas intended for that purpose. Parking on lawns, landscaped areas, roadways and the Neighborhood Common Property is prohibited, unless specifically approved or designated for such purpose. Neighborhood Owners and guests shall park their automobiles in the garage or driveway of or pertaining to a Neighborhood Lot.

3.3.2. No unlicensed vehicle or inoperable vehicle, defined as a vehicle that cannot operate on its own power, shall remain in the Neighborhood for more than twelve (12) hours,

except as contained within the closed confines of the garage of or pertaining to a Neighborhood Lot.

3.3.3. No repair or maintenance of vehicles shall be made within the Neighborhood, except within the closed confines of the garage of or pertaining to a Neighborhood Lot or for emergency repairs, and then only to the extent necessary to enable the movement thereof to a repair facility outside of the Neighborhood.

3.3.4. No “commercial vehicle” (i) shall be permitted to be parked in the Community unless such commercial vehicle is temporarily present and necessary in the actual construction, maintenance or repair of a Lot or the Home thereon or other improvements in the Community, or (ii) shall be permitted to be parked overnight or stored in the Community unless fully enclosed within a garage. For the purposes of this Declaration, “commercial vehicle” means a vehicle which is determined by the Association to be for a commercial purpose or is otherwise defined by F.S. 320.1(25) (the Association shall take into consideration, among other factors, lettering, graphics or signage located on or affixed to the exterior of the vehicle which identifies a business or commercial enterprise, but the existence of such lettering, graphics or signage shall not be absolute). Police cars or other first responder vehicles (e.g. fire or EMS) shall not be deemed commercial vehicles.

3.4 SIGNS. No sign, solicitation, advertisement, notice, letter or other graphic material or device may be exhibited, displayed, inscribed, painted or affixed upon any Neighborhood Lot or Home without prior written consent of the Neighborhood Association, except for one (1) “For Sale” or “For Rent” sign or notice may exhibited or displayed on a Neighborhood Lot. The restrictions of this Section 3.4 shall not apply to any sign, solicitation, advertisement, notice, letter or other graphic material or device that is exhibited, displayed, inscribed, painted or affixed: (a) by the Neighborhood Declarant or anyone authorized in writing by the Neighborhood Declarant; (b) as required by applicable law or legal proceeding; or (c) as permitted by any sign license or easement granted or reserved by the Neighborhood Declarant or Neighborhood Association.

3.5 FENCES. Except for any fences constructed or installed by the Neighborhood Declarant, or Neighborhood Owners in accordance with this Section 3.5, there shall be no fence permitted on any Neighborhood Lot.

3.6 PORCHES AND GARAGES. Any exterior porch or patio attached to a Home shall not be used for the storage of any items or personal property and must be kept in a clean, neat and attractive manner. No garage or front porch or patio may contain a screen enclosure. All garage doors shall be maintained in operating condition and shall not be removed except for replacement. No garage may be improved for purposes of making same a living area, nor shall any garage be used for the operation of a business or for any commercial purpose of any type.

3.7 LAWNS. No lawn ornaments or additional plantings shall be installed, attached or affixed to any Neighborhood Lot, other than those installed, attached or affixed to same by the Neighborhood Declarant or Builder.

3.8 EXTERIOR ALTERATIONS. There shall be no improvement, installation,

alteration, addition or modification to the exterior of any Home including, but not limited to, the installation of a patio, without the prior written consent of the Neighborhood Association.

ARTICLE IV

ASSESSMENTS

4.1 **NEIGHBORHOOD ASSESSMENT.** For the operation of the Neighborhood Association and the performance of the Neighborhood Maintenance and the other obligations of the Neighborhood Association and for the purpose of complying with the other terms, conditions and provisions imposed upon the Neighborhood Association by this Neighborhood Declaration, the Neighborhood Declarant declares it necessary to require Neighborhood Owners to pay annual assessments and special individual assessments in the manner specified below and in the Neighborhood Bylaws and each Neighborhood Owner accepts the obligation to pay the Neighborhood Assessments and covenants and agrees to pay such Neighborhood Assessments by the acceptance of such owner's deed.

4.2 **PURPOSE OF ANNUAL NEIGHBORHOOD ASSESSMENTS.** Annual Neighborhood Assessments shall be levied by the Neighborhood Association in accordance with the provisions of this Neighborhood Declaration and the Neighborhood Bylaws and shall be used exclusively to promote the health, safety, welfare, recreation, common benefit and enjoyment of the Neighborhood Owners and others residing and of each dwelling constructed on each Neighborhood Lot. Annual Neighborhood Assessments shall include, and the Neighborhood Association shall expend out of the funds derived from the annual Neighborhood Assessments, the following costs and expenses:

4.2.1. The cost of performing the Neighborhood Maintenance required by or permitted by this Neighborhood Declaration to be performed by or at the direction of the Neighborhood Directors.

4.2.2. The cost of liability insurance insuring the Neighborhood Association against any and all liability to the public, to any of the Neighborhood Owners or to any invitee or tenant of any Neighborhood Owner arising out of the activities and responsibilities in the Neighborhood Association. The policy limits shall be set by the Neighborhood Directors and shall be reviewed at least annually and increased or decreased in the discretion of the Neighborhood Directors.

4.2.3. The cost of workers' compensation insurance to the extent required by Applicable Law and any other insurance deemed necessary by the Neighborhood Directors.

4.2.4. The cost of standard fidelity bond covering all Neighborhood Directors and all other employees of the Neighborhood Association in an amount to be determined by the Neighborhood Directors.

4.2.5. The cost of any other materials, supplies, furniture, labor, services, (including professional services such as legal, accounting, engineering and architectural), maintenance, repairs, insurance, which the Neighborhood Association is required to secure or pay pursuant to

the terms of this Neighborhood Declaration or by law, or which shall be necessary or proper in the opinion of the Neighborhood Directors for the performance of the responsibilities of the Neighborhood Association or for the enforcement of the provisions of this Neighborhood Declaration.

4.3 NEIGHBORHOOD ASSESSMENT PROVISIONS. The provisions with respect to Neighborhood Assessments, the manner in which Neighborhood Assessments are to be adopted, interest on Neighborhood Assessments and other provisions with respect to Neighborhood Assessments are provided in the Neighborhood Bylaws, the terms, conditions and provisions of which are specifically incorporated into this Neighborhood Declaration by reference.

4.4 ANNUAL NEIGHBORHOOD ASSESSMENT. The initial Annual Neighborhood Assessment for the first fiscal year of the Neighborhood Association (calendar year 2024) shall be \$1,200.00 annually, and paid in quarterly installments of \$300.00 per quarter per Neighborhood Lot. The Neighborhood Directors shall establish the amount of the Annual Neighborhood Assessments in the manner provided in the Neighborhood Bylaws and shall also establish the frequency and due dates of Annual Neighborhood Assessments. If expenses exceed the amount established in the budget, the Neighborhood Directors may increase the Annual Neighborhood Assessment as a result of such unanticipated increase in the expenses in the same manner as Annual Neighborhood Assessments are established in the Neighborhood Bylaws. So long as the Neighborhood Declarant is in control of the Neighborhood Association and is entitled to elect a majority of the Neighborhood Directors, the Neighborhood Declarant will not be obligated to pay assessments; provided, however, that the Neighborhood Declarant obligates itself to pay any operating expenses incurred by the Neighborhood Association that exceed that Neighborhood Assessments receivable from Neighborhood Members, other than the Neighborhood Declarant, together with other revenue and receipts of the Neighborhood Association. The Neighborhood Declarant shall have the right to be released from the foregoing commitment to pay any shortfall or deficit occurring or arising after the Neighborhood Declarant gives notice of its desire turnover, and does turnover, control of the Neighborhood Association to the Neighborhood Members other than the Neighborhood Declarant.

4.5 COMMENCEMENT OF ANNUAL ASSESSMENTS. Annual Neighborhood Assessment provided for above with respect to a particular Neighborhood Lot shall commence on the date of the sale of such Neighborhood Lot by the Neighborhood Declarant. Written notice of the annual assessment shall be sent to each Neighborhood Owner and the due date shall be established by the Neighborhood Directors. The Neighborhood Association shall, upon demand of a Neighborhood Owner, and for a reasonable charge, furnish a certificate signed by an officer of the Neighborhood Association setting forth whether the assessments on a specified Neighborhood Lot have been paid. A properly executed certificate of the Neighborhood Association as to the status of Neighborhood Assessments on a Neighborhood Lot is binding upon the Neighborhood Association as of the date of its issuance.

4.6 UNIFORM RATE OF ASSESSMENTS. Annual Neighborhood Assessments must be fixed at a uniform rate for all Neighborhood Lots and may be collected on a monthly, quarterly or annual basis, as determined by the Neighborhood Directors.

4.7 CAPITAL CONTRIBUTION ASSESSMENT. In addition to the Annual Neighborhood Assessment, upon the acquisition of record title to any Home or Neighborhood Lot, there shall be a non-refundable contribution assessment (“Capital Contribution Assessment”) toward the working capital of the Neighborhood Association, in the amount of \$300.00 per Home or Neighborhood Lot, to be paid to the Neighborhood Association by the third-party purchaser, other than the Builder, at the time of any closing on the purchase of either any Home or Neighborhood Lot, whether or not such closing is a “first time” sale, or resale of any such property.

4.8 SPECIAL LOT ASSESSMENT. In addition to the Annual Neighborhood Assessment, the Neighborhood Declarant Association may levy in any fiscal year a special assessment (“Special Lot Assessment”) applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the Annual Neighborhood Assessment was based, or as otherwise described in this Article IV.

4.9 SPECIFIC LOT ASSESSMENT. Any and all accrued liquidated indebtedness of any Neighborhood Owner to the Neighborhood Association arising under any provision of this Neighborhood Declaration also may be assessed by the Neighborhood Association against such Neighborhood Owner’s Neighborhood Lot after such Neighborhood Owner fails to pay it when due and such default continues for thirty (30) days after written notice (“Specific Lot Assessment”); provided, however, that no Specific Lot Assessment shall be levied in connection with a fine levied by the Neighborhood Association pursuant to Chapter 720, Florida Statutes.

4.10 LIEN FOR NEIGHBORHOOD ASSESSMENTS. The Neighborhood Association shall have a lien on a Neighborhood Lot for all unpaid assessments applicable and chargeable to the Neighborhood Owner, together with interest thereon and cost of collection specified in Section 4.11 below. The lien shall be superior to all other liens and encumbrances on the Neighborhood Lot, except for the lien for ad valorem taxes and the lien for all sums which the Neighborhood Owner is obligated to pay under any mortgage encumbering such Neighborhood Lot duly recorded in the public records of Polk County, Florida. All other persons acquiring liens or encumbrances on any Neighborhood Lot after this Neighborhood Declaration shall have been recorded in the public records, shall be deemed to consent to the liens and assessments of the Neighborhood Association and such other liens and encumbrances shall be inferior to future liens for Neighborhood Assessments whether or not prior consent is specifically set forth in the instruments creating such liens or encumbrances. The Neighborhood Association may but is not obligated to as a prerequisite to enforcing its lien rights, record in the public records of Polk County, Florida, a notice of the lien setting forth the amount of any delinquent Neighborhood Assessment. A sale or transfer of any Lot shall not affect the assessment lien or the obligation of a Neighborhood Owner to pay the Neighborhood Assessment and other amounts due the Neighborhood Association.

4.11 ENFORCEMENT OF LIEN AND COLLECTION. The Neighborhood Directors may take such action as they deem necessary to collect delinquent Neighborhood Assessments, by legal proceedings personally against a Neighborhood Owner or by proceedings to enforce and foreclose the lien for the Neighborhood Assessments and may settle and compromise such amounts that are due, if deemed by the Neighborhood Directors to be in the best interests of the

Neighborhood Association, which settlement or compromise will not be deemed a waiver of the rights of the Neighborhood Association against future rights to collect and enforce. All costs and fees incurred by the Neighborhood Association or the management company employed by the Neighborhood Association as a result of the non-compliance by a Neighborhood Owner of the obligations of the Neighborhood Owner under this Neighborhood Declaration, including, without limitation, costs of collecting delinquent assessments, shall be the Neighborhood Owner's obligation to pay. The foregoing costs and fees shall include all fees and costs charged by the management company employed by the Neighborhood Association related to the non-compliance by the Neighborhood Owner, all attorneys' fees, paralegal fees and costs incurred by the Neighborhood Association at the pretrial and trial levels and in connection with all appellate proceedings, and in connection with bankruptcy and administrative proceedings arising out of or related to any non-compliance by a Neighborhood Owner of any obligation of the Neighborhood Owner under this Neighborhood Declaration. Each Neighborhood Owner by the acceptance of the deed to such Neighborhood Owner's Neighborhood Lot vests in the Neighborhood Association or its agents the right and power to bring all actions against such Neighborhood Owner personally for the collection of the Neighborhood Assessments and all costs of collection as a debt or to foreclose the lien in the same manner as other liens for improvement of real property are foreclosed. The lien provided for in this section shall be in favor of the Neighborhood Association. No Neighborhood Owner may waive or otherwise escape liability for the Neighborhood Assessments provided for in this Article IV by abandonment of such Neighborhood Owner's Neighborhood Lot. At any foreclosure sale held pursuant to a foreclosure of the lien, the Neighborhood Association shall be entitled to bid at such sale and to apply as a cash credit against the Neighborhood Association's bid all sums due the Neighborhood Association covered by the lien being foreclosed.

4.12 RIGHTS OF MORTGAGEE. Notwithstanding anything to the contrary contained in this Neighborhood Declaration, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Neighborhood Lot by foreclosure or by deed in lieu of foreclosure for the unpaid Neighborhood Assessments that became due before the mortgagee's acquisition of title shall be the lesser of (i) the Neighborhood Lot's unpaid common expenses and Neighborhood Assessments that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Neighborhood Association or (ii) one percent (1%) of the original mortgage debt. The new Neighborhood Owner shall become liable for payment of the Neighborhood Assessments from the date such new Neighborhood Owner acquires title to the Neighborhood Lot.

4.13 HOMESTEAD. By acceptance of a deed, each Neighborhood Owner is deemed to acknowledge that the obligations created by the assessments provided for in this Neighborhood Declaration and in the Neighborhood Bylaws, constitute obligations benefiting homestead property.

4.14 ASSOCIATION ASSESSMENTS. In addition to the Neighborhood Assessments provided for in this Article, each Neighborhood Owner shall pay the required Harbor at Lake Henry Homeowners Association, Inc. ("Association") Assessments, as more particularly described in Article VIII of the Declaration.

ARTICLE V

NEIGHBORHOOD DECLARANT'S ADDITIONAL RESERVED RIGHTS

In addition to any and all other rights reserved by the Neighborhood Declarant in this Neighborhood Declaration, the Neighborhood Articles and the Neighborhood Bylaws, and notwithstanding any other provision set forth in this Neighborhood Declaration, the Neighborhood Articles and the Neighborhood Bylaws to the contrary, the Neighborhood Declarant reserves the right to:

5.1 Grant exceptions, waivers and variances from the strict application of the provisions of this Neighborhood Declaration, in the sole and absolute discretion of the Neighborhood Declarant, which shall not be construed or interpreted to grant to any other persons, upon subsequent application, the right to receive the approval of an application for an exception, waiver or variance.

5.2 Amend this Neighborhood Declaration for the purpose of compliance with Applicable Laws, for the purpose of complying with the requirements of any permits applicable to the Neighborhood and the for the purpose of complying with the requirements of any governmental entity, all without the joinder or consent of any Neighborhood Owner, mortgagee, or other party.

5.3 Amend this Neighborhood Declaration for the purpose of correcting scrivener's errors and for the purpose of clarifying or interpreting any of the provisions of this Neighborhood Declaration, all without the joinder or consent of the Neighborhood Owner, mortgagee or other party.

ARTICLE VI

GENERAL PROVISIONS

6.1 **DURATION**. The provisions of this Neighborhood Declaration are imposed upon the Neighborhood for a term of twenty-five (25) years from the date this Neighborhood Declaration is recorded and shall automatically be extended for successive ten (10) year periods unless and until they are amended as hereinafter provided.

6.2 **ENFORCEMENT**. The Neighborhood Declarant, the Neighborhood Association or any Neighborhood Owner shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions and covenants imposed by this Neighborhood Declaration. The failure to enforce, in whole or in part, any of the said restrictive covenants or conditions for any length of time shall not be a waiver of the right to enforce such restrictions and the Neighborhood Declarant assumes no responsibility or liability for his failure to enforce the said restrictive covenants and conditions. In the event that the any Neighborhood Owner fails to perform any repair or maintenance obligation or other affirmative duty or obligation specified in this Neighborhood Declaration, the Neighborhood Association shall have the right, but not the responsibility or duty, to enter upon the Neighborhood Lot and perform such repair and

maintenance or perform such other duty or responsibility of the Neighborhood Owner, after providing the Neighborhood Owner at least fourteen (14) days prior written notice and the Neighborhood Association is hereby granted a temporary easement for such purposes. In the event of such entry and the performance of such work, the Neighborhood Owner shall be obligated to reimburse the Neighborhood Association, as applicable, for the costs incurred, together with an administrative charge of twenty percent (20%) of such cost, which shall be due and payable within a period of ten (10) days after written notice of the amount of such claim, failing which, the Neighborhood Association shall be entitled to all rights and remedies for collection of such amount in the same manner as the collection of an assessment and shall have the right to file a lien against such Neighborhood Lot, in the same manner as the filing of a lien for assessment, which shall be enforceable in the same manner as the lien for the Neighborhood Assessment. In connection with the entry upon any Neighborhood Lot for the purpose of carrying out the foregoing rights, the Neighborhood Association may delegate the right of entry and the right to perform such work to such contractor and agent, including the Neighborhood Declarant, as the Neighborhood Association shall deem appropriate and necessary.

6.3 ASSIGNMENT OF RIGHTS. The Neighborhood Declarant has reserved certain rights in this Neighborhood Declaration concerning the Neighborhood and obtaining exceptions to certain provisions of this Neighborhood Declaration. The Neighborhood Declarant may assign and transfer such rights, provided such transfer is made in connection with the sale by the Neighborhood Declarant of all of the Neighborhood Declarant's then interest in the Neighborhood Lots, or is made to the Neighborhood Association.

6.4 AMENDMENT. Except with respect to matters reserved by the Neighborhood Declarant herein, this Neighborhood Declaration may only be amended by the affirmative vote of not less than 2/3 (two-thirds) of each class of membership present and voting in person or by proxy at a duly called and held meeting of the Neighborhood Members, if there are two classes of membership at the time of the amendment; or the affirmative vote of not less than 2/3 (two-thirds) of the membership present and voting in person or by proxy at a duly called and held meeting of the Neighborhood Members, if there is only one class of membership at the time of the amendment. An amendment to this Neighborhood Declaration shall be evidenced by an instrument signed by the President or Vice President of the Neighborhood Association, setting forth the text of the amendment which shall depict the words deleted by lining through such words and the words added by underlining such new words. Such instrument shall also certify that the amendment has been approved by the affirmative vote of not less than 2/3 (two-thirds) of each class of the membership present and voting in person or by proxy at a duly called and held meeting of the Neighborhood Members, if there are two classes of membership at the time of the amendment, or that the amendment has been approved by the affirmative vote of not less than 2/3 (two-thirds) of the membership present and voting in person or by proxy at a duly called and held meeting of the Neighborhood Members if there is only one class of membership at the time of the amendment, and shall be recorded among the public records of Polk County, Florida.

6.5 NEIGHBORHOOD RULES AND REGULATIONS. The Neighborhood Association has the right, power and duty to establish rules and regulations for the maintenance and upkeep of the Neighborhood Lots and for other purposes as specified in this Neighborhood Declaration.

6.6 CONFLICT. In the event of conflict between the Declaration and this Neighborhood Declaration, the more restrictive provision shall control.

6.7 HEADINGS. The headings contained herein are for the ease of reference only and do not constitute substantive provisions of this instrument.

6.8 VARIATIONS IN PRONOUNS; GENDER AND NUMBER. Each pronoun shall include any gender or number thereof as the identity of its antecedent may require. When any reference herein is made to any gender, such reference shall be deemed to include masculine, feminine or neuter, as appropriate, and any reference herein to any number shall be deemed to include both singular and plural where the context permits or requires.

6.9 ATTORNEYS FEES AND COSTS. In connection with any litigation arising under any provision of this Neighborhood Declaration, the prevailing party shall be entitled to recover all costs and expenses incurred in connection therewith, including reasonable attorneys' fees and costs and paralegal fees, at the trial and appellate levels.

6.10 SEVERABILITY. The invalidation by any Court of any provision of this Neighborhood Declaration shall not in any way affect any of the other provisions which shall remain in full force and effect.

6.11 BENEFIT. The foregoing restrictive covenants and conditions shall constitute covenants running with the land and the provisions of this Neighborhood Declaration shall be binding upon and shall be for the benefit of all of the present and future Neighborhood Owners, their heirs, devisees, personal representatives, grantees, successors and assigns.

6.12 EXCLUSIVE REMEDY. Neighborhood Owner(s) hereby agree that all express or implied warranties, including any oral or written statements or representations made by the Declarant or any other person, and any implied warranty of habitability, merchantability or fitness, are disclaimed by the Declarant and are hereby waived by the Neighborhood Owner(s) to the fullest extent possible under the law. In addition, the Neighborhood Owner(s) waive the right to seek damages or other legal or equitable remedies from the Declarant, its subcontractors, agents, vendors, suppliers, design professionals and material men, under any other common law or statutory theory of liability, including but not limited to negligence, strict liability, or the alleged existence of a construction defect.

6.13 ARBITRATION/MEDIATION. Any controversy, claim or dispute arising out of, or in any manner relating to this Declaration, the construction of, Neighborhood Owner'(s) purchase of the Home, including any claim alleging a construction defect as that term is defined under Florida Law shall be resolved in its entirety by Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") and the Federal Arbitration Act (Title 9 of the United States Code) and the judgment rendered by the arbitrator(s) may be confirmed, entered, and enforced in any State court of having jurisdiction over the parties. Any issues relating to whether or not a particular claim or claims is subject to arbitration, as well as any claim by any party to an award costs including attorney's fees shall be determined by the Arbitrators. As a condition precedent to any demand for arbitration, the

dispute shall first be mediated in accordance with the Construction Industry Mediation Rules of the AAA, or such other mediation organization selected by Declarant.

6.14 NO JOINDER WITH ANY OTHER ACTIONS; RETENTION OF ALL RIGHTS; AND WAIVER OF RIGHT TO JOIN A CLASS. Neighborhood Owner(s) agrees that it will retain, and neither grant, nor assign to others, pursuant to Chapter 720 Florida Statutes, or in any other manner, any rights claims or causes of action arising out of, or in connection with these declarations. Neighborhood Owner(s) will not institute any claim, action, or cause of action with others, nor join in any claim with others, and Neighborhood Owner(s) shall not voluntarily join, or participate as a member of any class, in any judicial action or alleging, involving, or relating to matters which are capable of, or subject to arbitration pursuant to this paragraph.

6.15 RIGHT TO CURE PROVISION, CHAPTER 558, FLORIDA STATUTES CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY BRING ANY LEGAL ACTION FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY (60) DAYS BEFORE YOU BRING ANY LEGAL ACTION, YOU MUST DELIVER TO THE OTHER PARTY A WRITTEN NOTICE REFERRING TO CHAPTER 558 OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE SUCH PERSON THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND TO CONSIDER MAKING AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER THIS FLORIDA LAW WHICH MUST BE MET AND FOLLOWED TO PROTECT YOUR INTERESTS. WHILE YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER WHICH MAY BE MADE, YOU HEREBY WARRANT, AFFIRM, AND AGREE THAT YOU, AND ANY ENTITY ACTING ON YOUR BEHALF, WILL AFFORD DECLARANT THE OPPORTUNITY TO MAKE ALL REPAIRS DECLARANT WISHES TO MAKE AS A RESULT OF ANY ALLEGED CONSTRUCTION DEFECT, OR LEGAL ACTION INSTITUTED BY YOU, OR ON YOUR BEHALF ALLEGING ANY MANNER A CONSTRUCTION DEFECT. THIS FLORIDA LAW AS WELL AS YOUR AGREEMENT SET FORTH IN THE PRECEDING SENTENCE APPLIES TO AND IS ENFORCABLE IN ANY ARBITRATION PROCEEDING WHICH TAKES PLACE.

6.16 ENVIRONMENTAL RISKS. Any home and its occupants may be exposed to various environmental conditions in or near the home including, but not limited to, radon gas, gamma radiation, electromagnetic fields from power lines and appliances, the presence of surface and underground utility facilities, and the possibility of air, water, and soil pollution. Declarant has no expertise concerning such conditions or any affect they may have on the home or its occupants. Declarant makes no representations or warranties, express or implied, about the existence and/or extent of such conditions and expressly disclaims any liability for any damage which such conditions might cause to the home or its occupants. Neighborhood Owner(s) agrees to hold Declarant harmless in the event any of these conditions are discovered and waives and releases Declarant in advance from any claims against Declarant in any way related to the presence of, or which may arise out of, said conditions. These conditions may be identified and investigated by Neighborhood Owner(s) at any time through their exercise of due diligence including, but not limited to making inquiry regarding the matters, and/or with a site inspection

or home inspection. It is the Neighborhood Owner's sole responsibility to obtain such an inspection. For additional information, Neighborhood Owner's can contact local, state or federal environmental agencies or other available sources.


6.17 INTERPRETATION. Any provision or provisions of this Declaration shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

6.18 WAIVER OF TRIAL BY JURY. It is understood that any dispute arising out of, or in any way related to this Declaration shall be resolved by Arbitration, however, if for any reason that does not occur, the Neighborhood Owner(s) waives all right to trial by jury and shall make no request or demand for jury trial in any legal proceeding.

[Signature Page to Follow]

Executed this 26th day of September, 2024.

IN WITNESS WHEREOF, the Neighborhood Declarant has caused this Neighborhood Declaration to be executed by its lawful officer, hereunto duly authorized, on the date first above written.

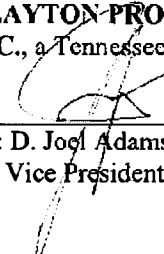


Signature of Witness
Jeffrey Shaw

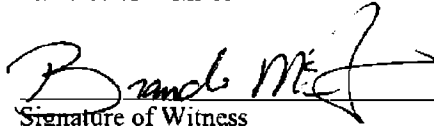
Printed Name of Witness
3020 S. FL Ave Lakeland, FL 33803

Address of Witness

**CLAYTON PROPERTIES GROUP,
INC.**, a Tennessee corporation



By: D. Joel Adams
Its: Vice President



Signature of Witness
Brandi McKay


Printed Name of Witness
3020 S. Florida Ave Lakeland FL

Address of Witness 33803

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 19 day of September, 2024, by D. Joel Adams, as Vice President of **Clayton Properties Group, Inc.**, a Tennessee corporation, on behalf of the corporation, who is personally known to me or who produced _____ as identification.

(seal)



Notary Public
My commission expires: 4/21/27



JOINDER AND CONSENT
BY DECLARANT TO
NEIGHBORHOOD DECLARATION OF COVENANTS AND CONDITIONS FOR
HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC.

KNOW ALL PERSONS BY THESE PRESENTS THAT, for good and valuable consideration the receipt and sufficiency of which are acknowledged by **Clayton Properties Group, Inc.**, a Tennessee corporation (“Declarant”), Declarant, in its capacity as the declarant of Harbor at Lake Henry Homeowners Association, Inc. (the “Association”) and as Lot owner, hereby joins into and consents to the Neighborhood Declaration of Covenants and Conditions for Harbor at Lake Henry Neighborhood Association, Inc. and the Exhibits attached thereto (“Neighborhood Declaration”) and hereby agrees that, effective immediately upon the recordation of the Neighborhood Declaration in the Public Records of Polk County, Florida, Harbor at Lake Henry Neighborhood Association, Inc. Property (“Neighborhood Property”) shall be owned, improved, used, occupied, leased, mortgaged, transferred, sold and conveyed subject to the reservations, covenants, conditions, restrictions, easements, charges and liens set forth in the Neighborhood Declaration, and the Declaration and the Neighborhood Declaration shall run with the title to the Neighborhood Property and shall bind all persons having any right, title or any interest in or to the Neighborhood Property, and their respective heirs, legal representatives, successors, successors-in-title and assigns, and the Association shall have jurisdiction over the Neighborhood Property in accordance with the Declaration.

And as Lot owner of the following Lots:

Lots 118 through 125 inclusive and 164 through 171 inclusive, HARBOR AT LAKE HENRY, according to the Plat thereof, as recorded in Plat Book 208, Pages 29-32, Public Records of Polk County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Declarant and Lot owner has caused this Joinder and Consent to be executed by its lawful representative, hereunto duly authorized, on the date set forth below.

WITNESSES:

CLAYTON PROPERTIES GROUP, INC.,
a Tennessee corporation

[Signature]
Signature of Witness
Jeff Shonette
Name of Witness
3020 S. FL Ave Lkd 83803
Address

By: [Signature]
Name: D. Joel Adams
Title: Vice President
Date: _____

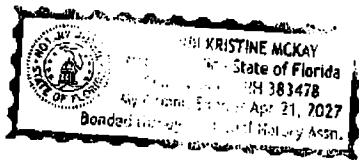
[Signature]
Signature of Witness
Brandi McKay
Name of Witness
3020 S. Florida Av. Lkd, FL 38023
Address

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Joinder and Consent was acknowledged before me this day of 19, September, 2024, by D. Joel Adams, as the Vice President of **Clayton Properties Group, Inc.**, a Tennessee corporation, on behalf of the said corporation. Who is personally known to me, or produced as identification.

Affix Notary Stamp/Seal Below:

[Signature]
Signature of Notary Republic
Printed Name: Brandi McKay



JOINDER AND CONSENT
BY ASSOCIATION TO
NEIGHBORHOOD DECLARATION OF COVENANTS AND CONDITIONS FOR
HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC.

KNOW ALL PERSONS BY THESE PRESENTS THAT, for good and valuable consideration the receipt and sufficiency of which are acknowledged by **HARBOR AT LAKE HENRY HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit (“Association”), Association, in its capacity as the owner in fee simple of a portion of Harbor at Lake Henry Neighborhood Association, Inc. Property (“Neighborhood Property”), hereby joins into and consents to the Neighborhood Declaration of Covenants and Conditions for Harbor at Lake Henry Neighborhood Association, Inc. and the Exhibits attached thereto (“Neighborhood Declaration”) and hereby agrees that, effective immediately upon the recordation of the Neighborhood Declaration in the Public Records of Polk County, Florida, the Neighborhood Property shall be owned, improved, used, occupied, leased, mortgaged, transferred, sold and conveyed subject to the reservations, covenants, conditions, restrictions, easements, charges and liens set forth in the Neighborhood Declaration, and the Declaration and the Neighborhood Declaration shall run with the title to the Neighborhood Property and shall bind all persons having any right, title or any interest in or to the Neighborhood Property, and their respective heirs, legal representatives, successors, successors-in-title and assigns, and the Association shall have jurisdiction over the Neighborhood Property in accordance with the Declaration.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Association has caused this Joinder and Consent to be executed by its lawful representative, hereunto duly authorized, on the date set forth below.

WITNESSES:

**HARBOR AT LAKE HENRY
HOMEOWNERS ASSOCIATION, INC.,**
a Florida corporation not for profit

Denise Abercrombie
Signature of Witness
Denise Abercrombie
Name of Witness
4110 S Florida Ave, Ste 200
Address Lakeland, FL 33813

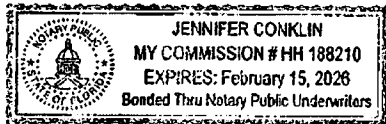
By: [Signature]
Name: D. Joel Adams
Title: president

Olivia S. Wedderburn
Signature of Witness
Olivia S. Wedderburn
Name of Witness
7110 S. Florida Ave Ste 200
Address Lakeland FL 33813

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Joinder and Consent was acknowledged before me this day of 18, September, 2024, by D. Joel Adams, as the president of **HARBOR AT LAKE HENRY HOMEOWNERS ASSOCIATION, INC.**, a Florida corporation not for profit, on behalf of the said company. Who is personally known to me, or produced as identification.

Affix Notary Stamp/Seal Below:



Jennifer Conklin
Signature of Notary Republic
Printed Name: Jennifer Conklin

JOINDER AND CONSENT
BY LOT OWNER TO
NEIGHBORHOOD DECLARATION OF COVENANTS AND CONDITIONS FOR
HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC.

KNOW ALL PERSONS BY THESE PRESENTS THAT, for good and valuable consideration the receipt and sufficiency of which are acknowledged by **HARBOR AT LAKE HENRY LOTS, LLC**, a Florida limited liability company (“Lot Owner”), Lot Owner, in its capacity as the owner in fee simple of a portion of the Lots within Harbor at Lake Henry Neighborhood Association, Inc. Property (“Neighborhood Property”), hereby joins into and consents to the Neighborhood Declaration of Covenants and Conditions for Harbor at Lake Henry Neighborhood Association, Inc. and the Exhibits attached thereto (“Neighborhood Declaration”) and hereby agrees that, effective immediately upon the recordation of the Neighborhood Declaration in the Public Records of Polk County, Florida, the Neighborhood Property shall be owned, improved, used, occupied, leased, mortgaged, transferred, sold and conveyed subject to the reservations, covenants, conditions, restrictions, easements, charges and liens set forth in the Neighborhood Declaration, and the Declaration and the Neighborhood Declaration shall run with the title to the Neighborhood Property and shall bind all persons having any right, title or any interest in or to the Neighborhood Property, and their respective heirs, legal representatives, successors, successors-in-title and assigns, and the Association shall have jurisdiction over the Neighborhood Property in accordance with the Declaration.

As to Lots:

Lots 104 through 117 inclusive, 126 through 163 inclusive, and 172 through 179 inclusive, **HARBOR AT LAKE HENRY**, according to the Plat thereof, as recorded in Plat Book 208, Pages 29-32, Public Records of Polk County, Florida.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Association has caused this Joinder and Consent to be executed by its lawful representative, hereunto duly authorized, on the date set forth below.

WITNESSES:

HARBOR AT LAKE HENRY LOTS, LLC, a Florida limited liability company

[Signature]
Signature of Witness
[Name]
Name of Witness
[Address]
Address

By: [Signature]
Name: Lee Saunders
Title: Manager

[Signature]
Signature of Witness
Emily Temple
Name of Witness
3910 Beverly Hills Rd. Lakeland FL 33809
Address

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Joinder and Consent was acknowledged before me this day of 12 September, 2024, by Lee Saunders, as the Manager of **HARBOR AT LAKE HENRY LOTS, LLC**, a Florida limited liability company, on behalf of the said company. Who [] is personally known to me, or [] produced as identification.

Affix Notary Stamp/Seal Below:

[Signature]
Signature of Notary Republic
Printed Name: Jessica Schwartz

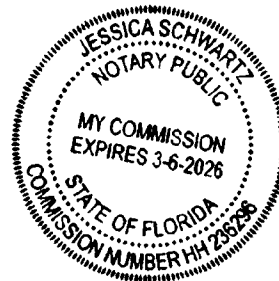


Exhibit "A"

Neighborhood Property Description

Lots 104 through 179 inclusive, HARBOR AT LAKE HENRY, according to the Plat thereof, as recorded in Plat Book 208, Pages 29-32, Public Records of Polk County, Florida.

Exhibit “B”

Neighborhood Articles of Incorporation

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, filed on August 16, 2023, as shown by the records of this office.

The document number of this corporation is N23000010817.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Seventeenth day of May, 2024



CR2E022 (01-11)

Handwritten signature of Cord Byrd.

Cord Byrd
Secretary of State

**ARTICLES OF INCORPORATION
FOR
HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC.
(a corporation not-for-profit)**

In compliance with the requirements of the laws of the State of Florida, and for the purpose of forming a corporation not-for-profit, the undersigned does hereby acknowledge:

1. Name of Corporation: The name of the corporation is **HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION, INC.**, a Florida corporation not-for-profit (the "**Association**").
2. Principal Office. The principal office of the Association is 4110 S. Florida Ave., Suite 200, Lakeland, FL 33813.
3. Registered Office – Registered Agent. The street address of the Registered Office of the Association is 4110 S. Florida Ave., Suite 200, Lakeland, FL 33813. The name of the Registered Agent of the Association is:

HIGHLAND COMMUNITY MANAGEMENT, LLC

4. Definitions. The DECLARATION OF COVENANTS AND CONDITIONS FOR HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION (the "**Declaration**") will be recorded in the Public Records of Polk County, Florida, and shall govern all of the operations of a community to be known as HARBOR AT LAKE HENRY NEIGHBORHOOD. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

5. Purpose of the Association. The Association is formed to: (a) provide for ownership, operation, maintenance and preservation of the Common Areas, and improvements thereon; (b) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (c) administer the interests of the Association, Builders and the Owners.

6. Not for Profit. Association is a not for profit Florida corporation and does not contemplate pecuniary gain to, or profit for, its members.

7. Powers of Association. Association shall, subject to the limitations and reservations set forth in the Declaration, have all the powers, privileges and duties reasonable necessary to discharge its obligations, including, but not limited to, the following:

7.1 To perform all the duties and obligations of Association set forth in the Declaration and Bylaws, as herein provided:

7.2 To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and HARBOR AT LAKE HENRY NEIGHBORHOOD;

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CLERK OF THE CIRCUIT COURT
POLK COUNTY

7.3 To own, operate and maintain the Surface Water Management System ("SWMS"). To the extent the Association is obligated to operate and maintain the SWMS pursuant to the permit issued by SFWMD the "Permit"), the Association shall operate, maintain and manage the SWMS in a manner consistent with the Permit requirements of the Agency and applicable SFWMD rules, and shall have the right to take enforcement action pursuant to the provisions of the Declaration that relate to the SWMS. The Association shall levy and collect adequate assessments against members of the Association for the costs of maintenance, repair and operation of the SWMS and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements;

7.4 To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws;

7.5 To pay all operating expenses, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the property of the Association;

7.6 To acquire (by gift, purchase or otherwise), annex, own, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property (including the Common Areas) in connection with the functions of Association except as limited by the Declaration;

7.7 To borrow money, and (i) if prior to the Turnover Date, upon the approval of (a) a majority of the Board; (b) written consent of the Builders, and (c) the written consent of Declarant, or (ii) from and after the Turnover Date, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly called meeting of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, including without limitation, the right to collateralize any such indebtedness with the Association's Assessment collection rights;

7.8 To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of HARBOR AT LAKE HENRY NEIGHBORHOOD to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration;

7.9 To adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, HARBOR AT LAKE HENRY NEIGHBORHOOD, the Common Areas, Neighborhood Lots and Homes as provided in the Declaration and to effectuate all of the purposes for which Association is organized;

7.10 To have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617 or Chapter 720, Florida Statutes by law may now or hereafter have or exercise;

7.11 To employ personnel and retain independent contractors to contract for management of Association, HARBOR AT LAKE HENRY NEIGHBORHOOD, and the

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Common Areas as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of Association:

7.12 To contract for services to be provided to or for the benefit of, the Association, Owners, the Common Areas, and HARBOR AT LAKE HENRY NEIGHBORHOOD as provided in the Declaration, such as, but not limited to, telecommunications services, maintenance, garbage pick-up, and utility services; and

7.13 To establish committees and delegate certain of its functions to those committees.

7.14 Can sue and be sued.

8. **Voting Rights.** Owners, Builders and Declarant shall have the voting rights set forth in the Declaration.

9. **Board of Directors.** The affairs of the Association shall be managed by a Board of odd number with not less than three (3) or more than five (5) members. The initial number of Directors shall be three (3). Board members shall be appointed and/or elected as stated in the Bylaws. After the Turnover Date, the election of Directors shall be held at the annual meeting. The names and addresses of the members of the first Board who shall hold office until their successors are appointed or elected, or until removed, are as follows:

NAME	ADDRESS
D. Joel Adams	4110 S. Florida Ave., Suite 200 Lakeland, FL 33813
Milton Andrade	4110 S. Florida Ave., Suite 200 Lakeland, FL 33813
Brian Walsh	4110 S. Florida Ave., Suite 200 Lakeland, FL 33813

10. **Dissolution.** In the event of the dissolution of Association other than incident to a merger or consolidation, any member may petition the Circuit Court having jurisdiction of the Judicial Circuit of the State of Florida for the appointment of a receiver to manage its affairs of the dissolved Association and to manage the Common Areas, in the place and stead of Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties. In the event of termination, dissolution or final liquidation of the Association, the Association's responsibility (if any) for the operation and maintenance of the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C. and in accordance with Sections 12.3.(c)(6), Applicant's Handbook Volume I, and be approved in writing by the Agency prior to such termination, dissolution or liquidation.

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11. **Duration.** Existence of the Association shall commence with the filing of these Articles with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

12. **Amendments.**

12.1 **General Restrictions on Amendments.** Notwithstanding any other provision herein to the contrary, no amendment to these Articles shall affect the rights of Declarant or Builders unless such amendment receives the prior written consent of Declarant or Builders, as applicable, which may be withheld for any reason whatsoever. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Articles, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records. Notwithstanding any other provision of these Articles to the contrary, prior to the Turnover Date, the Builders' prior written consent to any proposed amendment shall be obtained prior to effectuating any such amendment.

12.2 **Amendments prior to the Turnover.** Prior to the Turnover, but subject to the general restrictions on amendments set forth above, Declarant shall have the right to amend these Articles as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except Builders, and except as limited by applicable law as it exists on the date the Declaration is recorded in the Public Records or except as expressly set forth herein. Declarant's right to amend under this Section is to be construed as broadly as possible. In the event that Association shall desire to amend these Articles prior to the Turnover Date, the Association must first obtain Declarant's and Builders' prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant and Builders may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Declarant and Builders shall join in such identical amendment so that its consent to the same will be reflected in the public Records.

12.3 **Amendments From and After the Turnover.** After the Turnover, but subject to the general restrictions on amendments set forth above, these Articles may be amended with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the voting interests present (in person or by proxy) at a duly called meeting of the members.

12.4 **Compliance with HUD, FHA, VA, FNMA, GNMA and SFWMD.** Prior to the Turnover, the Declarant shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Neighborhood Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend these Articles, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory

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requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Neighborhood Lots. In addition, the Board may amend these Articles as it deems necessary or appropriate to make the terms of these Articles consistent with applicable law in effect from time to time. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

13. Limitations.

13.1 Declaration is Paramount. No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

13.2 Rights of Declarant and Builders. There shall be no amendment to these Articles which shall abridge, reduce, amend, effect or modify the rights of Declarant or Builders, as applicable.

13.3 Bylaws. These Articles shall not be amended in a manner than conflicts with the Bylaws.

14. Officers. The Board shall elect a President, Vice President, Secretary, Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine. The names and addresses of the Officers who shall serve until their successors are elected by the Board are as follows:

President:	D. Joel Adams
Vice President:	Brian Walsh
Secretary:	Milton Andrade
Treasurer:	Milton Andrade

15. Indemnification of Officers and Directors. Association shall and does hereby indemnify and hold harmless 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 such Director or Officer may be made a party by reason of being or having been a Director or Officer of Association, including reasonable counsel fees and paraprofessional fees at all levels of proceeding. This indemnification shall not apply to matters where the Director or Officer 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 Officers may be entitled.

16. Transactions in Which Directors or Officers are Interested. No contract or transaction between Association and one (1) or more of its Directors or Officers or Declarant, or between Association and any other corporation, partnership, association, or other organization in which one (1) or more of its Officers or Directors are Officers, Directors or employees or otherwise interested

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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 thereof which authorized the contract or transaction, or solely because said Officers' or Directors' votes are counted for such purpose. No Director or Officer of Association shall incur liability by reason of the fact that such Director or Officer may be interested in any such contract or transaction. Interested Directors shall disclose the general nature of their interest and may be counted in determining the presence of a quorum at a meeting of the Board which authorized the contract or transaction.

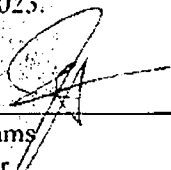
17. **Membership.** Every person or entity who is record owner of a unit or undivided fee interest in any unit which is subject by covenants or record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include person or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Neighborhood Lot, which is subject to assessment, by the Association.

[Signature on Following Page]

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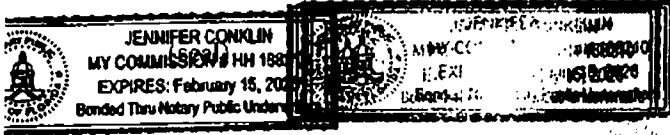
IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, being the incorporator of this Association, has executed these Articles of Incorporation as of this 7 day of August, 2023.

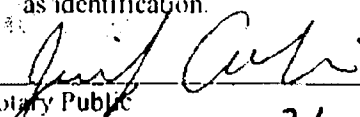


D. Joel Adams
Incorporator
4110 S. Florida Ave., Suite 200
Lakeland, FL 33813

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7 day of August, 2023, by D. Joel Adams who is personally known to me or who produced _____ as identification.





Notary Public
My commission expires: 2/15/26

I hereby state that I am familiar with and accept the responsibilities of registered agent of Harbor at Lake Henry Neighborhood Association, Inc.

Highland Community Management, LLC

By: Denise Abercrombie
Print: Denise Abercrombie
Its: CEO

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Exhibit “C”

Neighborhood Bylaws

**BY-LAWS OF HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION,
INC. (A Corporation Not for Profit)**

ARTICLE I

Name and Location

The name of the corporation is HARBOR AT LAKE HENRY NEIGHBORHOOD ASSOCIATION (hereinafter referred to as the “Association”), and its initial office for the transaction of its affairs shall be 4110 S. Florida Ave., Suite 200, Lakeland, FL 33813. Meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors (hereinafter referred to as the “Board”).

ARTICLE II

Definitions

Unless the context expressly requires otherwise, the terms used herein shall have the meanings set forth in the Declaration of Covenants, Conditions and Restrictions for Harbor at Lake Henry Neighborhood Association (“Declaration”).

ARTICLE III

Meeting of Members

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

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

Section 3. **Special Meetings.** Special meetings of the Members, for any purpose or purposes, whether or not specifically required by these By-Laws, the Articles of Incorporation, or the Declaration may be called by the president, secretary, a majority of the Board, or by the Members having 1/10 of the votes of the Class A membership.

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

Section 5. **Quorum.** Members present in person or represented by proxy, entitled to cast at least 10% of the total voting interests in the Association, shall constitute a quorum.

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

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

Section 8. **Action Without Meeting.** Any action which may be taken by the membership pursuant to a duly called meeting, may be taken without a meeting provided that: a proposal of action to be taken by the Members is mailed to every Member of the Association together with a request for approval or disapproval received within 14 business days; and, the Members responding to the proposal ("Responding Members") hold at least 1/3 of the votes of all Members of the Association. A proposed action may be approved by a majority of the votes attributable to the Responding Members unless the proposed action is one which by express provision of law, the Declaration, the Articles of Incorporation or these By-Laws requires a different vote, in which case the express provision as it pertains to voting percentages shall govern and control.

Section 9. **Voting.** The Association shall have two (2) classes of voting membership: Class A, and Class B. So long as there is Class B membership, Class A Members are all Neighborhood Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided below, the Class A Members are all

Neighborhood Owners including Declarant so long as such Declarant is a Neighborhood Owner. All Class A Members are entitled to cast one (1) vote for each Neighborhood Lot owned. Prior to termination of Class B Membership and the Transfer of Control described in the Declaration, the Class B Member shall be entitled to ten (10) votes for each Neighborhood Lot owned. As provided in the Articles of Incorporation, the Class B Member is entitled to appoint the Association's directors until termination of Class B membership.

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

Section 10. **Presiding Officers.** At each meeting of the Members, the president, or in his absence the vice president, shall preside and the secretary, or in his absence the assistant secretary, shall be the secretary for the meeting.

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

ARTICLE IV Directors

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

Section 2. **Election of Directors.**

- (a) Election of directors shall be held at the annual Members' meeting.
- (b) The election of directors to be elected by the Class A Members shall be by ballot (unless dispensed by the unanimous vote consent of those Members eligible to vote in person or

proxy) and shall be determined by a plurality of the Class A votes cast. There shall be no cumulative voting.

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

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

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

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

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

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

At the meeting of the Members at which transfer of control of the Association to the Non-Declarant Members occurs, three (3) directors shall be elected for a term of one year. A term of office shall be deemed to be concluded at the annual meeting of the Members of the Association following or in connection with expiration of the one-year term. All officers of a corporation owning a Neighborhood Lot shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

Section 5. **Notice of Board Meetings to Members.** Notices of all Board meetings must be posted in a conspicuous place in the Community at least forty-eight (48) hours in advance of a meeting, except in an emergency. In the alternative, notice of the Board meeting, which shall include an agenda, shall be mailed, delivered, or sent by electronic transmission to each Member of Record listed in the membership book of the Association at the street, post office, or electronic mail address (as applicable) shown therein not less than seven (7) days prior to the meeting, except in an emergency. Evidence of compliance with this 7-day notice requirement shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. A Member must consent in writing to receiving notice via electronic transmission.

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

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

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

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

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

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

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

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

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

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

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

Section 17. **Compensation.** No director shall receive compensation for any service he may render to the Association as director. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties, and this provision shall not preclude a person who is also a director to receive compensation in exchange for other services rendered to or on behalf of the Association in a capacity other than director.

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

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

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

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

(a) adopt and promulgate Rules and Regulations governing the Community or contemplated by the Declaration, and to establish penalties for the infraction thereof (a rule shall

be deemed promulgated when a copy thereof is furnished to each Member in person or mailed to each such Member at the address on the records of the Association);

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

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

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

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

- (a) cause to be kept a complete record of all its acts and corporate affairs;
- (b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 - (1) fix the amount of the Assessments against each Neighborhood Lot;
 - (2) exercise the duties of the Board as set forth in the Declaration and enforce the restrictions and covenants contained therein; and assessments are in default;
 - (3) take appropriate and timely action against Members whose
- (d) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be

made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

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

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

ARTICLE V

Officers

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

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

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

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

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

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

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

ARTICLE VI Fiscal Management

Section 1. **Depositories.** All funds of the Association shall be deposited in the name of the Corporation in such bank, banks or other financial institutions as the Board may from time to time designate, and shall be drawn out on checks, drafts or other orders signed on behalf of the Association by such person or persons as the Board may from time to time designate.

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

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

Section 4. **Assessments.** As more fully provided in the Declaration, each Member is obligated to pay to the Association certain Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the rate of 15% per annum, or such other rate as may be, from time to time, established by the Board; provided, however, that such rate shall not exceed the maximum rate allowed by the law not constituting usury. The Association may bring an action at law against the Neighborhood Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Neighborhood Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. **Setting of General Assessments.**

(a) General Lot Assessment. The Board shall adopt the General Lot Assessment as provided for in the Declaration. Unless the assessment exceeds \$5000.00, the annual assessment

is due and payable annually in advance, beginning January 1. If it exceeds \$500.00, the annual assessment may be payable in equal monthly or quarterly installments, as the Board may decide at the time the annual assessment is made. No assessment or installment bears interest unless it remains unpaid on the first day of the first calendar month following the month in which it fell due. Such installment then bears interest from its original due date through the date payment is received at a legal rate to be determined by the Board.

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

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

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

Section 9. **Fines.** The Association shall have the power to suspend, for a reasonable period of time, the rights of a Member and/or such Member's tenants, guests or invitees to use the Common Property, and to levy reasonable fines against same not to exceed the greater of \$100.00 per violation or the maximum amount allowed under the Act for activities which violate the provisions of the Declaration, these By-Laws or any Rules and Regulations. No fine or suspension may be imposed except upon fourteen (14) days prior written notice to the person sought to be suspended or fined, and such person having an opportunity for a hearing before a committee of at least three (3) Members of the Association. Such committee shall be appointed by the Board and shall not be composed of any officers, directors or employees of the Association, nor any spouse, parent, child, brother or sister of any officer, director or employee. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the meeting. The committee must approve, by a majority vote, the proposed fine, prior to it being imposed. No fine or suspension may be imposed except upon majority approval of the Members of such committee. Suspension of rights to use the Common Property shall not include any right to restrict vehicles and pedestrians' ingress and egress to and from such offending person's Lot. The voting rights of a Member may be suspended by the Association as provided in the By-Laws or the Declaration.

ARTICLE VII Books and Records

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

ARTICLE XIV
Amendments

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

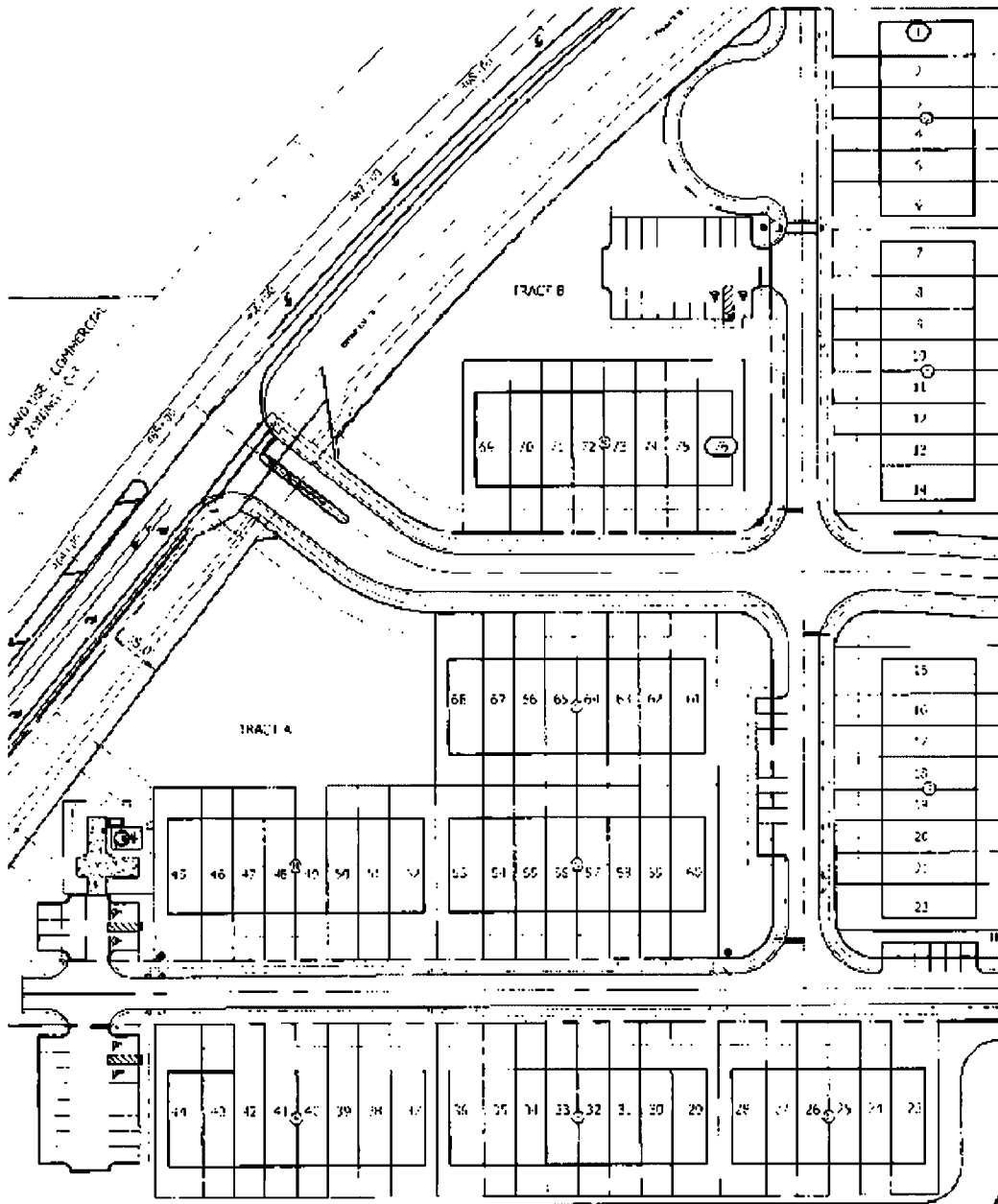
ARTICLE VIII
Miscellaneous

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

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

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

Exhibit “D”
Neighborhood Site Plan



Schedule 2.2

MAINTENANCE RESPONSIBILITY CHART			
Harbor At Lake Perry Neighborhood Association - Townhomes			
*All aspects includes, but is not limited to, maintenance, repair, and replacement, as needed, in accordance with all the terms of the Declaration and any Rules and Regulations			
COMPONENT OF PROPERTY	ASSOCIATION RESPONSIBILITY	OWNER RESPONSIBILITY	REQUIRED TIME FRAME FOR WORK TO BE COMPLETED BY HOMEOWNERS
Roof	None	All Aspects	Replacement every 20-25 years
Driveling Foundation	None	All Aspects	
Exterior Painting	None	All Aspects	Pressure wash every 3 years; Painting every 5 years
Exterior components including all exterior surfaces, exterior walls, driveways, facias and soffits, awnings, trellises, decorative facades, HVAC pads, screens, windows, doors, garage doors	None	All Aspects	Anticipated every 3 years to maintained a clean and well-kept appearance
Exterior Pressure Washing	None	All Aspects	Every 3 years
Townhome interior including, but not limited to all improvements, fixtures, partition walls, floors within townhomes and all other improvements within the townhomes	None	All Aspects	
Patios and porches	None	All Aspects	As needed to maintained a clean and well-kept appearance.
Landscape Maintenance	Any and all grass and landscaping installed at development to be mowed, trimmed and treated.	All maintenance of any landscaping installed on each lot by the Neighborhood Owner pursuant to the Neighborhood Association's approval	
Irrigation System	Maintenance and Repair to all aspects with exception of resident damage	Repair to any aspects due to resident negligence.	
Driveways/Sidewalks	None	All Aspects	
Sidewalks	None	All Aspects	
Termites	None	Termite treatment for Townhomes including, but not limited to, interior and exterior walls, roof and all roofing components, garages and foundation, and for obtaining and maintaining annual termite bond for coverage of the same. All termite bonds shall be issued by a licensed termite company doing business in Florida	
Pest Control	None	All other Aspects	
Surface Water Mgmt System Drainage & Retention Systems Street Lights Landscape Easements inc trees Tracts A, A-1, B, C & D	None	None	
NOTE: The components listed in the first column are applicable only if they exist, and may not be construed to create a requirement to have such component			