Summerlake Estates

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

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

Landscaping and Yard Use

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

Garden beds: No limitations noted

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

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

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

Parking and Motor Vehicles

Commercial / Work Vehicles: Allowed in garage

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

Trailers: Allowed in garage

Animals

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

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

Livestock: Not allowed

Rentals

Long term: No less than 7 months

Short term: Not allowed

See recorded HOA documents in pages that follow

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DECLARATION OF COVENANTS AND CONDITIONS FOR SUMMERLAKE ESTATES

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERLAKE ESTATES ("**Declaration**") is made by Clayton Properties Group, Inc., a Florida Corporation ("**Declarant**") and joined in by Summerlake Estates of Auburndale Homeowners Association, Inc., a Florida not-for-profit corporation ("**Association**").

Declarant is the owner of the real property described in **Exhibit "A"** attached hereto and incorporated herein by reference. Declarant intends by this Declaration, to impose upon the Properties (as defined herein) mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of residential property within the Properties. Declarant desires to provide a flexible and reasonable procedure for the overall development of the Properties, and to establish a method for the administration, maintenance, preservation, use and enjoyment of such Properties as are now or hereafter subjected to this Declaration;

Declarant hereby declares that all of the property described in **Exhibit "A"** shall be held, sold, and conveyed subject to the following easements, restrictions and covenants, which shall run with the real property subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Properties or any part thereof, their heirs, successors, successors-in-title, personal representatives, and assigns, and shall inure to the benefit of each owner thereof. This Declaration does not and is not intended to create a condominium within the meaning of Chapter 718, Florida Statutes.

ARTICLE I
DEFINITIONS AND CONSTRUCTION

Section 1: DEFINITIONS. Unless the context expressly or necessarily requires otherwise, the following terms have the following meanings wherever used in the Legal Documents.

(a) "Act" means Chapter 720, Florida Statutes, as may be amended from time to time.

(b) "Applicable Law" means any constitutional provision, statute, ordinance, rule, regulation, order, permit requirement, resolution, or other positive enactment having the force of law and (i) from time to time applicable to the Properties, any activities on or about the Properties, the Association, or any person affected, and (ii) validly enacted, promulgated, adopted, or enforced by any sovereign. To the extent not inconsistent with the context, such term also includes the general principles of decisional law.

(c) "A.R.B." means the Architectural Review Board.

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

(e) "Assessment" means any assessment levied hereunder pursuant to Article VIII.

(f) "Association" means SUMMERLAKE ESTATES OF AUBURNDALE HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, organized or to be organized under Chapter 617, Florida Statutes, and the Act. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes.

(g) "Association Documents" shall mean the Association's Articles of Incorporation and By-laws as the same may from time to time be amended and exist.

(h) "Board" or "Board of Directors" means the Association's Board of Directors, as from time to time duly constituted pursuant to the Articles and By-Laws, whose duties shall be the management of the affairs of the Association subject to this Declaration and Association Documents.

(i) "Builder" means any person who from time to time acquires an interest in any of the Properties from Declarant for the purpose of constructing Home(s), but who is not designated a "Declarant" in a recorded instrument.

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

(k) "Common Property" or "Common Properties" shall mean all real property interests and personality within Summerlake Estates designated as Common Property from time to time by Plat or recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to the common use and enjoyment of the Owners within Summerlake Estates. The Common Properties include, without limitation, the holdings listed on **Exhibit "D"** attached hereto and may also include, without limitation, storm water

management system ("SWMS"), open space areas, recreational facilities, tot lots, landscape easement areas, entrance features, improvements, easement areas owned by others, additions, irrigation pumps, wetlands, wetland mitigation areas, buffer areas, upland conservation areas, drainage easements, lakes, canals, irrigation areas, irrigation lines, sidewalks, streets, parking areas, lights, electronic gates, walls, commonly used utility facilities, signage, other lighting, and landscaping within property owned by the ASSOCIATION. The Common Properties do not include any part of a Home. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON PROPERTIES" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON PROPERTIES TO BE OWNED, LEASED BY OR DEDICATED TO THE COMMUNITY ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

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

(m) "Community" shall mean the Lots and Lot Owners within Summerlake Estates

(n) "County" means Polk County, Florida

(o) "Declarant" shall mean Clayton Properties Group, Inc.

(p) "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Summerlake Estates, as from time to time amended.

(q) "Entry Wall" means one or more walls or similar structure installed on or along any of the perimeter boundaries of the Properties or at any entrances to the Properties

or within the Properties, together with any footing, related equipment (including wiring or irrigation systems), landscaping, gates and other appurtenances, and any replacements of any of the foregoing.

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

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

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

(u) "Homeowner" or "Lot Owner" means any person(s) who from time to time hold(s) record fee simple title to any Lot. If more than one person holds such title, all such persons are Lot Owners, jointly and severally. Declarant and Builder are Lot Owners with respect to each Lot from time to time owned by such Declarant or Builder.

(v) "Legal Documents" means this Declaration, the Plat, the Articles, the By-Laws, and the Association's rules and regulations.

(w) "Lot" means each residential subdivision lot delineated as such on the Plat and on future plat(s) of Summerlake Estates.

(x) "Lot Assessment" refers to those assessments which shall be imposed upon Lots only, including the General Lot Assessment, Special Lot Assessments and Specific Lot Assessments, as more specifically described herein.

(y) "Member" means a member in the Association, as provided herein.

(z) "Mortgage" means any valid instrument transferring any interest in real property as security for the performance of an obligation.

(aa) "Mortgagee" means the person or persons who, individually or collectively, from time to time is or are the record owner(s) of mortgage.

(bb) "Mortgagor" means any Person who gives a Mortgage.

(cc) "Person" means any natural person or artificial entity having legal capacity.

(dd) "Plat" means the subdivision plat of Summerlake Estates as recorded in Plat Book 204, Pages 17-19, Polk County Official Records, as from time to time amended.

(ee) "Property" or "Properties" means all lands from time to time included within the boundaries of the Plat. The term "Summerlake Estates" shall also mean the "Properties".

(ff) "Resident" means a permanent occupant of a Home who is not a Lot Owner, but occupies pursuant to a lease or other formalized arrangement with such Lot Owner

pursuant to the terms of this Declaration, including all approvals required herein.

(gg) "Rules and Regulations" shall mean collectively the Rules and Regulations governing Summerlake Estates as duly promulgated by the Association.

(hh) "Turnover Date" shall mean the date on which transition of control of the Association from Declarant to Owners occurs.

(ii) "Work" means the development of the Properties as a residential community by, among other things, the Declarant's construction and installation of streets, buildings, and other improvements, including residential dwellings, and the sale, lease or other disposition of any part of the Properties as completed Lots, with or without residential dwellings.

(jj) "SWFWMD" or "WMD" means the Southwest Florida Water Management District, the governmental entity created to oversee certain water management requirements in connection with the Property, among others.

(kk) "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and waster pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. ERP permit attached as **EXHIBIT "D"** hereto.

Section 2: INTERPRETATION. Unless the context expressly or necessarily requires a contrary interpretation, the following shall apply to interpreting the Legal Document:

(a) Number and Gender. The use of the singular includes the plural, and vice versa; and the use of any gender includes all genders.

(b) Expense. Any action is at the expense of the person (with the exception of this Association) required to take it, whether taken by or for the account of such person.

(c) Headings. Headings are for the indexing and organization only and may not be used to interpret any substantive provisions.

(d) Inclusion. Each use of the terms "Common Properties", "lot", "Properties", "Entry Wall", "Wall" and "Conservation Areas" includes (i) any parts applicable to the context, with the same effect as though the words "all or any applicable portion of the" immediately preceded each use of such term, and (ii) any improvements, structures, fixtures, attachments, trees, vegetation, and other appurtenant property, together with the benefit of any easements and other appurtenant rights.

(e) Schedule. The terms defined in the attached "Schedule of Defined Terms" have the meanings respectively set forth in such Schedule.

The term "Article" and the term "Paragraph" where used throughout this Declaration shall

mean the same, unless the context requires otherwise. The words "must," "should," and "will" have the same legal effect as the word "shall." The term "Section" where used throughout this Declaration shall refer to that portion of the Article indicated, unless the context requires otherwise.

The Legal Documents must be interpreted to avoid inconsistent results and otherwise in a reasonable, practical manner to effect its purpose of protecting and enhancing the value, marketability, and desirability of the Properties by providing a common plan for its development and enjoyment as a residential community. This Declaration will not be interpreted against Declarant solely because it was prepared by Declarant.

ARTICLE II
RETENTION PONDS AND DRAINAGE EASEMENTS

Section 1: DRAINAGE EASEMENTS. The areas marked "Drainage Easement" on the Plat, are dedicated to the Association for installation, maintenance, restoration, and removal of drainage facilities from time to time serving the Properties and other lands in the manner provided by applicable law. The foregoing grant supplements and is cumulative to any drainage easements established by the Plat. No such easement, whether granted by this Declaration, the Plat, or any other instrument authorizes the right of access or use to the general public.

Section 2: SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT.

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

(b) The Agency shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the stormwater management system.

(c) Any amendment of the Declaration that alters the stormwater management system, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the common areas, must have the prior approval of the Agency.

(d) The Association shall exist in perpetuity. However, if the Association ceases to exist, the system shall be transferred to and maintained by one of the entitles identified in Sections 12.3.1(a) through (f), of the Environmental Resource Permit Applicant's Handbook Volume 1, and such entity shall be responsible for operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit.

(e) The Association shall levy and collect adequate assessments against member of the Association for the costs of maintenance and operation of the stormwater management system.

(f) These restrictions shall be in effect for thirty (30) years and shall continually renew for additional periods of twenty-five (25) years, perpetually.

Section 3: MAINTENANCE. The Association shall be responsible for the maintenance, operation and repair of the stormwater management system. Maintenance of the stormwater management system(s) shall mean the exercise of practices, which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Agency. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the stormwater management system shall be as permitted, or if modified as approved by the Agency.

ARTICLE III
LOT SERVITUDE

Section 1: USE. No building, structure or improvement shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling, and only patios, porches, garages, temporary structure (as hereinafter defined), a swimming pool, tennis court with A.R.B. approval, landscaping, walls, fencing, driveways and sidewalks, appurtenant thereto. Each dwelling must have a minimum garage size of 400 square feet.

Section 2: PLAN OF DEVELOPMENT/CERTAIN RIGHTS OF DECLARANT. The planning process for Summerlake Estates is an ever-evolving one and must remain flexible in order to be responsive to and accommodate the needs of the Declarant's buyers. Future phases of Summerlake Estates may be developed into residential lots. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Summerlake Estates as fully developed.

Section 3: TEMPORARY STRUCTURES. No structure of a temporary character, shed, trailer, tent, shack, stand-alone garage, barn or other outbuilding (a) shall be used on any portion of the Property at any time as a residence either temporarily or permanently, except that Declarant or Builder may place any type of temporary structure on any portion of the Property at any time to aid in its construction and/or sales activities, or (b) shall be permitted to be located on any portion of the Property for any other purpose without the prior written approval of the A.R.B. (Declarant and Builder shall be exempt from this approval requirement with regard to Lots owned respectively by Declarant or Builder). A utility shed will be permitted as long as said utility shed is no higher than eight (8) feet in height, said utility shed is architecturally complimentary to the dwelling, said utility shed is located in the back yard and the back yard is enclosed by a six (6) foot privacy fence and has been approved by the A.R.B.

Section 4: MINIMUM RESIDENCE SIZE. No dwelling in the subdivision shall be erected or allowed to remain on any Lot unless the living area of the main dwelling, exclusive of porches, patio or garage, shall be a minimum of 1,250 square feet with a maximum of 10% of the

units having a minimum living area of 1,250 square feet. All such Homes shall have at least two (2) inside baths. A "bath", for the purposes of this Declaration, shall be deemed to be a room containing at least one (1) shower or tub and a toilet and wash basin. All such Homes shall have at least a two (2) car garage attached to and made part of the Home. No such Home shall exceed two and one-half (2 1/2) stories, nor forty-five (45) feet in height. All such Homes shall be constructed with concrete or brick paver driveways and grassed front, side and rear lawns. Each such Home shall have a shrubbery planting in front of the Home.

Section 5: MINIMUM LOT SIZE. No Lot shall be less than 5,000 square feet. Declarant or Builder may convey a portion of an adjacent lot so long as remainder is not less than 5,000 square feet.

Section 6: NUISANCE PROHIBITED. No residence or other structure on any Lot shall be used for commercial or business purposes, except as otherwise provided for in this Declaration. Each Owner shall refrain from any act or use of his Lot which could reasonably cause embarrassment, discomfort, annoyance, or a nuisance to the neighborhood. No noxious, offensive or illegal activities shall be carried upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices on a non-commercial basis shall be permitted only if screened or shielded from view. The shooting of firearms, fireworks or pyrotechnic devices of any type or size and such other inherently dangerous activities, shall not be pursued or undertaken on any Lot or within the Properties. The term "firearms" includes "B-B" guns, paintball guns, pellet guns, and other firearms of all types, regardless of size.

(b) No rubbish of any character whatsoever, nor any substance, thing, or material, shall be kept or burned upon any Lot which would be unsightly, or which would emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Properties.

Section 7: DRAINAGE SYSTEMS. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the SWFWMD. Catch basins and draining areas are for the purpose of natural flow of water only. No obstructions or debris shall be placed in these areas. No Person other than the Declarant may obstruct or re-channel the drainage flows after relocation and installation of drainage swales, or storm drains. The Declarant hereby reserves a perpetual easement across the Properties for the purpose of altering drainage and water flow.

Section 8: ON SITE CONSTRUCTION REQUIRED. No structure shall be moved onto any Lot except a builder's temporary structure, which shall be used by the Declarant or Builder in connection with construction work and activities engaged upon any Lot.

Section 9: ANIMALS. No more than a total of three (3) commonly accepted household pets (such as dogs and cats) may be kept on a Lot or within a Home contained on a Lot. However, under no circumstances will any dog whose breed is noted for its viciousness or ill-

temper, in particular, the "Pit Bull" (as hereinafter defined), Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially confirm to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds.

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

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

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

(d) Notwithstanding any provision herein to the contrary, either the Declarant or the Builder in their sole discretion and as each may deem necessary and appropriate, shall be entitled to grant a waiver to the three (3) pet limit. However, no waiver to the three (3) pet requirement shall exceed five (5) pets. In the event such a waiver is granted (which shall be in writing and shall specifically reference this subsection and shall be delivered to the Association for inclusion in its official records), the Lot Owner shall be permitted to maintain any such pet(s) which exceed the three (3) pet limit for the remainder of such pet(s) life, but shall not be entitled to replace any pet that dies for so long as the three (3) pet limit is exceeded. By way of example, if a waiver is granted to permit four (4) pets, when one pet dies, it cannot be replaced, but upon the death of two pets, the owner shall then be permitted to replace one of the pets so as to be in compliance with the three (3) pet limit. Any pet causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Property upon three (3) days' written notice by the Association to the Lot Owner thereof or to the owner of the Lot containing such pet. Any waiver is not transferable to subsequent lot owners.

Section 10: SIGNS AND FLAGS. In General. No sign, billboard or advertising of any kind shall be displayed to public view on any part of the Property without the prior written approval of the A.R.B. Any such request submitted to the A.R.B. shall be made in writing, accompanied by a drawing or plan for one (1) standard real estate sign to be placed in the front yard within three feet of a free standing mailbox, or if no mailbox exists then between four and ten feet inside the front Lot line and within six feet of the driveway. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of a Lot Owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot in any place. Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Property such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any portion of the Property. Except as hereinabove provided, no signs or advertising materials displaying the names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Property shall be permitted.

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

(b) Any Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful manner portable, removable official flags, not larger than 4-1/2 feet by 6 feet, which represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

(c) Concerning Signs. Declarant and Builder are specifically exempt from the provisions of this Section and as such shall be entitled to erect such signs as deemed necessary or desirable in Declarant and Builder's sole discretion from time to time. No amendment or modification to this Section pertaining to signs shall be effective without the prior written consent of Declarant for so long as Declarant owns any portion of the Property.

Section 11: EXTERIOR ATTACHMENTS. Satellite dishes, aerials, antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Home contained on a Lot shall be permitted without any requirement for approval from the Board of Directors. Satellite dishes, aerials and antennas (including, but not limited to, radio antennas) shall not be attached to any dwelling and must be pole mounted and located in the rear of the property except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996) as amended. The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate Rules and Regulations concerning the size and location of, and safety restrictions pertaining to, the installation of such television signal reception equipment.

Notwithstanding any provision to the contrary, (a) the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, aerial or antenna or any similar structure on the Common Property, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television signals to be utilized by the residents of the Community or for security purposes, and (b) only antennae, aerials and satellite dishes which are designed to receive television signals shall be permitted (i.e., no antennae and satellite dishes which broadcast a signal shall be permitted).

All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the rear dwelling line and the rear yard line and, in the cases of Lots bordering a side street, to that portion of the afore described area which is not between the side street and the side dwelling line. All clothes poles shall be capable of being lifted and removed by one (1) person within fifteen (15) minutes time and shall be removed by the Lot Owner when not in actual use for clothes drying purposes.

Section 12: FENCES. Declarant, Builder, and/or a Lot Owner shall be permitted to add fences and/or walls to a Home on a Lot in order to privatize their Lot and Home, but no such fence and/or wall shall be erected without the prior written approval of the A.R.B. The A.R.B. shall consider the design, location and specifications of a proposed fence and/or wall to ensure that all elements of same are consistent with the Architectural styling of the Home, surrounding Homes and the Community as a whole. The A.R.B. shall be entitled to determine the materials, height and appearance of each type of fence and wall, based upon location within the Community, the purpose of the fence and/or wall, the durability of the materials to be utilized, the impact of the resulting visual effect of the fence and/or wall, and all other matters deemed to be relevant by the A.R.B., with the goal being to ensure a consistent quality of placement, design and materials.

(a) The location, type and design of all proposed fences and/or walls shall be approved by the A.R.B. prior to installation. Unless otherwise approved by the A.R.B., all fences constructed within the Community by Lot Owners shall be made of white or tan polyvinyl chloride (PVC) or black aluminum. Unless otherwise installed by Declarant or Builder in connection with development of a Home on a Lot, no chain link fences shall be allowed. No barbed wire or electric strands shall be used as a fence or part of a fence. All walls, where permitted, shall be of the same or complementary material and design as the Home. Fence shall be limited to only white or tan picket (PVC) black vinyl coated chain link fence or black aluminum across the rear of waterfronts or preservation areas.

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

(c) Fences and/or walls, where permitted, shall be high enough to provide

definition and privacy, yet low enough to remain unobtrusive. Heights shall range from a minimum of three (3) feet to a maximum of six (6) feet, measured from grade. No fence or wall over six (6) feet in height shall be permitted, except as may be installed by Declarant or Builder.

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

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

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

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

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

Section 13: COMMERCIAL USES. No trade or business may be conducted in or from any Home on a Lot, except that a Lot Owner, Resident or occupant residing in a Home on a Lot may conduct business activities within such Home so long as: (a) the existence or operation of the

business activity is not apparent or detectable by sight, sound or smell from outside the Home; (b) the business activity conforms to all governmental requirements; (c) the business activity does not involve persons coming onto the residential properties who do not reside in the Property or door-to-door solicitation of residents of the Property; and (d) the business activity is consistent with the residential character of the Home and does not constitute a nuisance, or a hazardous or offensive use, or threaten the privacy or safety of other residents of the Property, as may be determined in the sole discretion of the Board. The terms "business" and "trade", as used in this subsection, shall be construed to have their ordinary, generally accepted meanings, and shall include, without limitation, any occupation, work or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation, or other form of consideration, regardless of whether: (i) such activity is engaged in full or part-time; (ii) such activity is intended to or does generate a profit; or (iii) a license is required therefor. Notwithstanding the above, the leasing of a Home shall not be considered a trade or business within the meaning of this Section.

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

Section 14: REQUIRED ENCLOSURE. All garbage or trash containers, oil tanks, bottle gas tanks, water tanks, water softeners, wood piles, and other similar items, structures, equipment, apparatus or installations shall be placed under the surface of the ground or within walled or fenced or landscaped areas so as not to be visible from the public streets, street rights of way, or neighboring Lots.

Section 15: BURNING OF TRASH PROHIBITED. Burial or burning of trash will not be permitted. All trash and debris shall be removed on a continuing basis from each Lot.

Section 16: APPEARANCE OF LOTS. No Lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether occupied or unoccupied, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative, or unlicensed vehicles or portions thereof, or similar unsightly items, nor furniture or appliances designed for normal use or operation

within (as distinguished from outside of) a dwelling, shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the street, or the neighboring Lots. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purposes of construction or completion of the improvements in which same is to be used.

No portion of the Property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be maintained in sanitary containers with lockable tops. All trash containers shall be kept in a clean and sanitary condition and out of plain view from the public. Lot Owners shall not discard yard waste or solid waste in to the ditch system located around the perimeter of the Community. On certain Lots, the Association may require screening of the area within which a trash receptacle may be stored, and such screening shall be subject to prior written approval of the A.R.B. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary manner curbside within twenty-four (24) hours of such expected removal

Section 17: LOT UPKEEP AND MAINTENANCE. All Homeowners shall keep and maintain their lots, together with the exterior of all buildings, structures, and improvements located thereon, in a first class, neat attractive, sanitary and substantial condition and repair, including without limitation, having the growth regularly cut, and trimmed back to exercise generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth. All Homeowners shall install and maintain a sprinkler/irrigation system for the full yard of their respective lots. All Homeowners shall maintain their roofs, gutters, down-spouts, exterior building surfaces, lighting fixtures, shrubs and other vegetation, painting and pressure washing of the dwelling, walks, driveways and other paved areas, and all other exterior improvements, such as to keep the same in a condition comparable to their original condition, normal wear and tear excepted.

Section 18: PARKING AND MOTOR VEHICLES: No vehicle shall be parked anywhere but on paved areas intended for that purpose. Parking on lawns or landscaped areas is prohibited, unless specifically approved or designated for such purpose. Lot Owners' or Residents' automobiles shall be parked in the garage or driveway of or pertaining to a Lot. No parking of vehicles shall be permitted on roadways.

(a) No more than four (4) vehicles of any type may be parked in a driveway of a Lot overnight.

(b) No unlicensed vehicle or vehicle which cannot operate on its own power shall remain in the Community for more than twelve (12) hours, except as contained within the closed confines of the garage of or pertaining to a Lot.

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

(d) 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 in excess of 7,500 pounds (and the Association shall take into consideration, among other factors, lettering, graphics or signage located on or affixed to the exterior of the vehicle which identifies a business or commercial enterprise, but the existence of such lettering, graphics or signage shall not be absolute). Police cars shall not be deemed commercial vehicles.

(e) No boats, jet skis, wave runners, boat trailers, trailers of any kind, campers, motor homes, mobile homes, truck campers, mopeds, all-terrain (i.e., 3-wheel or 4-wheel) vehicles, motorcycles, trucks or vans with a towing capacity of more than three-quarters (3/4) of a ton, or buses shall be permitted to be parked in the Community unless kept at all times fully enclosed within a garage or parked in an area designated by Declarant for such purposes (if any).

(f) No vehicle shall be used as a domicile or residence, temporarily or permanently.

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

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

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

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

Section 19: INITIAL CONSTRUCTION, REPAIR, REBUILDING. Construction of any dwelling or other structure or improvement shall be commenced within two (2) years from the date of closing thereon, and completed within eighteen (18) months of the date of commencement, unless a longer period of time is allowed by the A.R.B. in its sole discretion.

No building, structure or improvement which has been partially or totally destroyed by fire or other casualty shall be permitted to remain in such state for more than six (6) months from the

date of such damage or destruction. If reconstruction or repair of any such building, structure, or improvement is not commenced within six (6) months, the Homeowner shall raze and/or remove the same promptly from any such Lot. Any Homeowner who has suffered damage to his residence by reason of fire or any other casualty may apply to A.R.B. for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty. Application for any such approval shall be made in writing by Homeowner, as provided in the Article pertaining to Architectural Control.

Every building, structure, or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction, until the same be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God, and other similar causes.

Section 20: CONTRACTORS. Each home and out-building shall be erected by a licensed contractor.

Section 21: STREETLIGHTS. The cost of maintaining the streetlights as erected by the Declarant, and payment of electrical bills for the streetlights and any other lit signs or building, or any other use of electricity for common area purposes, shall be borne by the Association.

Section 22: ACCESS RAMP. Any Lot Owner may construct an access ramp on their Lot, if a resident or occupant of the Lot has a medical necessity or disability that requires a ramp for egress and ingress, under the following conditions:

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

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

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

Section 23: SOLAR COLLECTORS. The A.R.B. must approve all solar panels and energy conservation equipment prior to installation of such equipment on a Home contained on a Lot. All solar heating apparatus must conform to the standards set forth in the HUD Intermediate Minimum Property Standards Supplement, Solar Heating, and Domestic Water Systems, or other applicable governmental regulations and/or ordinances. No solar energy collector panels or attendant hardware or other energy conservation equipment shall be constructed or installed unless it is an integral and harmonious part of the Architectural design of a structure, as reasonably determined by the A.R.B. No solar panel, vents, or other roof-mounted, mechanical equipment shall project more than one (1) foot above the surface of the roof of a Home contained on a Lot,

and all such equipment, other than solar panels, shall be painted consistent with the color scheme of the portion of the Home for which such equipment is installed. This provision is not intended to prohibit the use of energy conservation devices.

Section 24: AUTOMOBILE GARAGE. No automobile garage shall be permanently enclosed and converted to other use without the substitution of another enclosed automobile storage facility upon the Lot. All Lots shall have a paved driveway of stable and permanent construction. Unless prior approval of the A.R.B. is obtained, the driveway base shall be concrete or brick pavers. No driveway surface shall be painted, repainted, or otherwise artificially colored or recolored without the prior approval of the A.R.B.

Section 25: SEWAGE DISPOSAL; SEPTIC TANKS. No individual sewage disposal system shall be permitted on any portion of the Community unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Declarant and all applicable governmental authorities.

Section 26: INSURANCE RATES. Nothing shall be done or kept in the Property which will increase the rate of insurance on any property insured by the Association without the approval of the Board, nor shall anything be done or kept on any Lot or the Common Properties which would result in the cancellation of insurance on any property insured by the Association or which would be in violation of any law.

Section 27: SIGHT DISTANCE AT INTERSECTIONS. All portions of the Property located at street intersections shall be landscaped in a manner so as to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed or permitted to remain where it would create a traffic or sight problem, as the same is determined by the Board; provided, however, that the foregoing restriction shall in no manner be deemed applicable to any walls which serve to border or exist along or directly adjacent to one or more Lots.

Section 28: UTILITY LINES. No overhead utility lines, including, without limitation, lines for electric, telephone and cable television, shall be permitted within the Property, except for temporary lines as required during construction and lines within the Property as the same may exist on the date hereof or as are otherwise required by the utility.

Section 29: INCREASE IN THE SIZE OF LOTS; CHANGES IN ELEVATION. No Lot shall be changed in size by filling in any water body or lake it may abut or by excavating existing ground, except upon the prior written approval of the A.R.B. The elevation of a Lot may not be changed so as to materially affect the surface elevation or grade of the surrounding Lots without the prior written approval of the A.R.B.

Section 30: SWIMMING POOLS. No above-ground swimming pools shall be erected, constructed or installed on any Lot. In-ground swimming pools may be constructed or installed subject to prior written approval by the A.R.B. All pool equipment shall be shielded from view. All swimming pools shall be screened or otherwise enclosed (including any applicable "baby" barriers) so as to meet all applicable local and state governmental requirements for screening and barriers, and all such screening and barriers may be constructed or installed subject to previous

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approval by the A.R.B.

Section 31: AIR CONDITIONING UNITS. No window air conditioning units may be installed on any Home or Lot except in connection with a temporary structure operated by Declarant or Builder.

Section 32: LIGHTING. Except for seasonal Christmas or holiday decorative lights, which may be displayed between Thanksgiving and January 10 only, all exterior lights must be approved by the A.R.B. prior to installation.

Section 33: YARDS & TREES. Any changes to a Lot's yard, landscaping, shrubbery and any flora (including the replacement or addition of flora, plantings or modification of swales) to be performed by an Owner with respect to the Owner's Lot must be approved by the A.R.B. Furthermore, no Lot Owner shall remove, damage, trim, prune or otherwise alter any tree in the Community, the trunk of which tree is eight (8) inches or more in diameter at a point twenty-four (24) inches above the adjacent ground level, except (a) with the express written consent of the Association, or (b) if the trimming, pruning or other alteration of such tree is necessary because the tree or a portion thereof creates an eminent danger to person or property and there is not sufficient time to contact the Association for its approval. Notwithstanding the foregoing limitation, a Lot Owner may perform, without the express written consent of the Association, normal and customary trimming and pruning of any such tree, the base or trunk of which is located on said Lot Owner's Lot, provided such trimming or pruning does not substantially alter the shape or configuration of any such tree or would cause premature deterioration or shortening of the life span of any such tree.

It is the express intention of this Section 33 that the trees existing in the Community at the time of the recording of this Declaration, and those permitted to grow in the Community after said time, be preserved and maintained as best as possible in their natural state and condition. Accordingly, these provisions shall be construed in a manner most favorable to the preservation of that policy and intent.

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

Section 34: ARTIFICIAL VEGETATION, EXTERIOR SCULPTURES AND SIMILAR ITEMS. All artificial vegetation, exterior sculpture, fountains, and similar items must be approved by the A.R.B. prior to installation; provided, however, that nothing herein shall prohibit the appropriate display of any flag as otherwise permitted hereunder.

Section 35: ON-SITE FUEL STORAGE. No on-site storage of gasoline or other fuels shall be permitted on any Lot except that up to five (5) gallons of fuel may be stored at each Home on a Lot for emergency purposes and/or operation of lawn mowers and similar tools or equipment. Notwithstanding this provision, underground fuel tanks for storage of heating fuel for dwellings, pools, gas grills and similar equipment or for emergency use and power (through use of a

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

Section 36: OUTSIDE WINDOW COVERINGS. Reflective window coverings are prohibited within a Home on a Lot. No awnings, canopies or shutters shall be permanently installed on the exterior of any building unless approved by the A.R.B. prior to installation (this provision shall not be deemed to apply to any such awnings, canopies or shutters installed in connection with the initial construction of the Home).

Section 37: EXTENDED VACATION OR ABSENCES. In the event a Home on a Lot will not be occupied for an extended period of time, such Home must be prepared prior to departure by notifying the Association of such absence and the anticipated date of return; removing all removable furniture, plants and other items of personal property from the exterior of the Home; and designating a person or entity to care for the Home and lawn/landscaping during such period of absence (both in terms of routine care and in the event of damage) and providing necessary access to the Home (the Lot Owner is required to provide the Association with the name and telephone number of the designated person or entity).

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

Section 38: STORM SHUTTERS. Subject to applicable law, storm shutters and other similar equipment shall only be permitted upon the prior written approval of the A.R.B. in accordance with the A.R.B. Guidelines. Storm shutters and other similar equipment shall only be permitted to be closed or otherwise put into use or activated in direct anticipation of severe weather.

Section 39: GARAGE SALES. No Lot Owner shall be permitted to hold more than two (2) garage sales or other private sales of a similar nature within any twelve (12) month period, it being Declarant's intention to restrict and control such events from being a constant basis within the Community. A Lot Owner shall be required to provide the Board with prior written notice that a sale will be occurring, and such notice shall be delivered to the Association not less than five (5) business days prior to the date of such sale.

Section 40: SOUND TRANSMISSION. Each Lot Owner, by acceptance of a deed or other conveyance of their Lot, hereby acknowledges and agrees that sound and impact noise transmission is very difficult to control, and that noises from adjoining or nearby Homes and Lots and/or mechanical equipment can be heard in another Home or upon another Lot. Declarant and

Builder do not make any representation or warranty as to the level of sound or impact noise transmission between and among Homes and Lots and the other portions of the Property, and each Lot Owner hereby waives and expressly releases, to the extent not prohibited by applicable law as to the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

Section 41: BASKETBALL GOALS. The use of portable basketball equipment shall be permitted on a Lot, provided that such equipment shall be stored inside the Home's garage when not in use and all basketball play shall occur on the Lot surface and not within or upon any roadway surface. No basketball equipment or hoops shall be affixed to the exterior portion of any Home.

Section 42: SWING SETS AND PLAYGROUND EQUIPMENT. No swing set or playground equipment or other similar devices or items shall be placed on a Lot without the prior written consent of the A.R.B. Playground equipment must be located in the rear of yard and yard must be enclosed with a privacy fence.

Section 43: WELLS. The drilling, construction, installation or use of an underground well of any kind on any Lots is strictly prohibited. This restriction shall not preclude the Declarant or Builder from developing wells in the Common Property in conformance with governmental regulations.

Section 44: FRONT DOOR & PORCH. The front door and front porch shall be permitted to be screened subject to prior written approval by the A.R. B.

Section 45: DOORS. No garage door on a Home shall have a screen door or be enclosed with permanent or temporary screening.

Section 46: MAILBOXES. Mailboxes shall be constructed and located by Builder in its sole discretion, unless a central mailbox is required, and in accordance with United States Postal Service requirements. A perpetual, non-exclusive easement is hereby declared across the Common Property for purposes of permitting delivery of the mail. Replacement and maintenance of mailboxes shall be the obligation of the Lot Owner, provided that the replacement of a mailbox shall only be permitted if the replacement is of the brand and type specified by the A.R.B. pursuant to the A.R.B. Guidelines. If the mailbox structure contains a light fixture, the Lot Owner shall be responsible for changing the light bulb contained therein and otherwise performing maintenance, repairs and replacements of such fixture.

Section 47: RULES AND REGULATIONS. The Board may from time to time adopt, or amend previously adopted, rules and regulations governing (i) the interpretation and more detailed implementation of the restrictions set forth in this Declaration, including those which would guide the A.R.B. in the uniform enforcement of the foregoing general restrictions, and (ii) the details of the operation, use, maintenance, management and control of the Common Properties; provided, however, that copies of such Rules and Regulations shall be furnished to each Lot Owner prior to the time of the same becoming effective and provided that said Rules and Regulations are a reasonable exercise of the Association's power and authority based upon the overall concepts

and provisions of this Declaration.

Section 48: PROVISIONS INOPERATIVE AS TO INITIAL CONSTRUCTION. Nothing contained in this Declaration will be interpreted, construed or applied to prevent Declarant or with the prior written consent of Declarant so long as Declarant is an owner of any portion of the Property, Builder, and then the Association or its or their contractors, subcontractors, agents, and employees, from doing or performing on all or any part of the Property owned or controlled by Declarant as same determines to be reasonably necessary or convenient to complete the development of the Community, including, but not limited to:

(a) Improvements. Erecting, constructing, and maintaining such structures and other improvements as may be reasonably necessary or convenient for the conduct of such Declarant's, Builder's, or other permitted Lot Owner's business of completing the development of the Community.

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

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

Declarant's rights under this Article III may be assigned by Declarant to Builder in whole or in part and on an exclusive or non-exclusive basis.

Section 49: INGRESS AND EGRESS. Each Lot Owner shall have a perpetual, unrestricted easement over, across and through the Common Property for the purpose of ingress to and egress from his Lot, subject only to the right of the Association to impose reasonable and non-discriminatory Rules and Regulations governing the manner in which such easement is exercised, which easement shall be appurtenant to and pass with ownership to each Lot.

Section 50: CONTINUOUS MAINTENANCE OF EASEMENTS BY THE ASSOCIATION. The Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on the Property. This obligation shall run with the land as do other provisions of this Declaration, and any Lot Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Article XIV, Section 1 hereof, which result from such enforcement.

Section 51: RESTRICTIONS ON USE OF LAKES, WATERWAYS, WETLANDS, OR OTHER BODIES OF WATER. With respect to any lakes, waterways, wetlands or other bodies of water located on the Property, no Lot Owner, Resident, guest or any temporary occupant of a Home shall: (i) disturb, remove, alter or in any way disrupt vegetation thereon; (ii) construct permanent or temporary docks or seawalls; or (iii) connect to any lake,

waterway, wetland or other body of water through the use of a well, pump, ditch or other system of any nature for any purpose, including, but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. In addition, no Lot Owner, Resident or any temporary occupant of a Home shall dig a well on any Lot for any purpose, including but not limited to, lawn irrigation, lawn maintenance, water features or for any other use. The provisions of this Section shall not apply to Declarant or Builder. No amendment to this Section shall be effective without the express prior written consent of Declarant.

ARTICLE IV
ARCHITECTURAL CONTROLS

Section 1: A.R.B. GUIDELINES. The A.R.B. has adopted, and shall adopt from time to time, restrictions and guidelines that shall apply to every Lot and Home now or hereafter located on a Lot within the Community, which restrictions and guidelines may change from time to time ("**A.R.B. Guidelines**"). Lot Owners may contact the Association to obtain a copy of the A.R.B. Guidelines.

Section 2: APPROVAL OF PLANS; ARCHITECTURAL REVIEW BOARD. For the purpose of further insuring the development of the Community as a residential area of the highest quality and standards, and in order that all improvements on each Lot and with regard to a Home (including landscaping) shall present an attractive and pleasing appearance from all side of view, the A.R.B., consisting of not less than three (3) nor more than five (5) members appointed by the Board, shall have the exclusive power and discretion to control and approve all of the improvements on each Lot in the manner and to the extent set forth herein.

(a) Notwithstanding any provision to the contrary, Declarant shall be entitled to appoint all members of the A.R.B. until such time as Declarant no longer owns any portion of the Property. Upon such time as Declarant no longer owns any portion of the Property, the members of the A.R.B. shall be appointed by the Board.

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

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

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

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

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

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

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

Notwithstanding the foregoing, the Declarant and the Builder shall be exempt from this Section 2.

Section 3: REVIEW FACTORS. In passing upon plans and specifications, the A.R.B. may take into consideration such factors as it deems appropriate, including, without limitation, the suitability and desirability of the proposed construction and of the materials of which the same are proposed to be built, the Lot upon which they are proposed to be installed, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding Community, and the effect and appearance of such construction as viewed from neighboring Lots and Common Properties.

Section 4: TIMING. The A.R.B. shall have thirty (30) business days from submittal of a full and complete package within which to approve or reject said plans and specifications. In the event the A.R.B. fails within said thirty (30) business days to approve or disapprove such plans and specifications, or request additional information, approval of such plans and specifications shall be deemed denied. The A.R.B. shall have the absolute and exclusive right to refuse to

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

Upon the A.R.B.'s written approval, construction shall be started and pursued to completion diligently, continuously and promptly and in substantial conformity with the approval plans and specifications. Except as provided herein for construction of a Dwelling, in no event shall the construction period extend more than one year and best efforts made so that any exterior construction may be completed within six (6) months unless otherwise provided by the A.R.B. The A.R.B. shall be entitled to stop any construction in violation of these restrictions, and any exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original approved condition at the Lot Owner's expense.

Section 5: REVIEW FEES. The A.R.B. shall have the right (but shall not be required) to charge a fee for reviewing each application for approval of plans and specifications and an additional fee for reviewing the landscaping plans.

Section 6: PUBLISHED STANDARDS. The A.R.B. may, from time to time, publish certain restrictions, specifications, materials, and standards to be followed. The provisions of such published information promulgated by the A.R.B. from time to time shall be deemed to be a part of this Declaration and are incorporated herein by this reference.

Section 7: RESTITUTION. Any damages to roads, ditches, natural areas, ponds, lakes or other water bodies, or other improvements on or serving the Community as a whole caused by any Lot Owner, Lot Owner's contractor or subcontractor shall be repaired (in conformity with such requirements as the Board may impose) by the Lot Owner of the Lot upon which or for whose benefit the construction activity is taking place. Should any Lot Owner, after ten (10) days' notice, fail or refuse to make said repairs, the Association may make said repairs and the cost therefor shall be payable by the Lot Owner to the Association within five (5) days after demand therefor.

Section 8: LIABILITY OF THE A.R.B. AND THE BOARD OF DIRECTORS. Notwithstanding anything in this Article to the contrary, the A.R.B. and the Board shall merely have the right, but not the duty, to exercise architectural control in a particular matter, and shall not be liable to any Lot Owner, the Association, or any other entity due to the exercise or non-exercise of such control, or the approval or disapproval of any improvements. Furthermore, the approval of any plans or specifications or any improvement shall not be deemed to be a

determination or warranty that such plans or specifications or improvements are complete or do not contain defects; or in fact meet any standards, guidelines and/or criteria of the A.R.B. or Board; or are in fact architecturally or aesthetically appropriate; or comply with any applicable governmental requirements. Furthermore, the A.R.B. and the Board shall not be liable for any defect or deficiency in such plans or specifications or improvements or any injury resulting therefrom.

Section 9: COMPLETION OF WORK REMEDY. When Work on any improvement is once begun, such Work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason such Work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then the A.R.B. shall have the right to notify the Lot Owner of its intentions herein, enter the Lot and take such steps as might be required to correct the undesirable appearance or existence of the Home, including, but not limited to, demolition and/or removal thereof, and/or pursuit of any of the remedies under this Declaration as the A.R.B. determines, and charge the Lot Owner for all costs associated therewith, which shall include all costs and attorneys' fees. The reason for such correction shall be solely in the discretion of the A.R.B. and may include, but shall not be limited to, aesthetic grounds. The A.R.B. shall have the authority, on behalf of the Board, to enter into such contracts as may be necessary to undertake the remedial and necessary actions on the Lot, including the right to enter into a contract with Declarant to undertake such actions. In addition, any failure to undertake Work under this Section shall require the offending Lot Owner to resubmit plans and specifications to the A.R.B. for approval prior to undertaking any new Work on the Lot.

ARTICLE V
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS

Section 1: MEMBERSHIP. Every Lot Owner that is subject to assessment under Article VIII of this Declaration shall become a Member of the Association upon the recording of the instrument of conveyance. If title to a Lot is held by more than one person, each such person is a Member. A Lot Owner of more than one Lot is entitled to one membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to that Lot whether or not mention thereof is made in such conveyance of title. No person other than a Lot Owner may be a Member of the Association, and a membership in the Association may not be transferred except by the transfer of title to a Lot; provided, however, the foregoing does not prohibit the assignment of membership and voting rights by a Lot Owner who is a contract seller to such Lot Owner's vendee in possession.

Section 2: VOTING. The Association shall have two (2) classes of voting membership: Class A and Class B. So long as there is Class B membership, Class A Members are all Lot Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided below, the Class A Members are all Lot Owners including Declarant so long as such Declarant is a Lot Owner. Subject to the provisions of Section 3 of this Article, all Class A Members are entitled to cast one (1) vote for each Lot owned. Prior to termination of Class B Membership and the Transfer of Control described in Section 4 of this Article, the Class B Member shall be entitled to ten (10) votes for each Lot owned. As provided

in the Articles of Incorporation, the Class B Member is entitled to appoint the Association's directors until termination of Class B membership.

Section 3: CO-OWNERSHIP. If more than one person owns an interest in any Lot, all such persons are Members, but there may be only one vote cast with respect to such Lot. Such vote may be exercised as the co-owners determine among themselves, but no split vote is permitted. Prior to any meeting at which a vote is to be taken, each co-owner must file the name of the voting co-owner with the secretary of the Association to be entitled to vote at such meeting, unless such co-owners have filed a general voting authority with the secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held in a tenancy by the entireties, either tenant is entitled to cast the vote for such Lot unless and until the Association is notified otherwise in writing.

Section 4: TERMINATION OF CLASS B MEMBERSHIP; TRANSFER OF CONTROL. Prior to termination of Class B membership, Declarant shall be entitled to solely appoint all members of the Board. From time to time, Class B membership may cease and be converted to Class A membership, and Members other than Declarant shall be entitled to elect a majority of the members of the Board, upon the happening of the earliest of the following events:

(a) Three (3) months after 90% of the Lots in all portions of the Community which are or may be ultimately subject to governance by the Association have been conveyed to third party Lot Owners; or

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

(c) Twenty (20) years after this Declaration is recorded in the Public Records Polk County, Florida.

Notwithstanding the foregoing, despite an event of transfer of control having occurred, Declarant shall be entitled to appoint at least one member to the Board, but not more members which would constitute a majority of the Board, as long as the Declarant holds for sale in the ordinary course of business at least 5% of the collective total number of Lots which are or may ultimately be contained within the Community.

ARTICLE VI
RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

Section 1: ASSOCIATION. The Association shall govern, make Rules and Regulations, control and manage the Lots and Common Properties, if any, located on the Property pursuant to the terms and provisions of this Declaration and the Articles of Incorporation and By-Laws. The Association shall at all times pay the real property ad valorem taxes on any Common Properties if said taxes are billed to the Association as differentiated from being billed to the Lot Owner and pay any governmental liens assessed against the Common Properties. The Association shall further have the obligation and responsibility for the hiring of certain personnel and

purchasing and maintaining such equipment as may be necessary for maintenance, repair, upkeep and replacement of any Common Properties and facilities which may be located thereon, the performance of any of its maintenance obligations and performance of such other duties as are set forth herein, as follows:

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

(b) The Association shall maintain the Common Properties and pay the real property ad valorem taxes and governmental liens assessed against the Common Properties and billed to the Association. Any Common Properties which are to be maintained by the Association shall be maintained in good condition and repair. In the event the Association fails to maintain and/or repair any portion of the Common Property, the County has the right to enter upon the Common Property to remedy such failure of the Association. In addition, the County has the right to enter the Community to perform emergency services. Should real property ad valorem taxes or governmental liens as to any Common Properties be assessed against the billed Lots, the Board of Directors shall have the right to determine, in its sole discretion, if the Association should pay all or any portion of said bill(s) for taxes or liens, and such amount as they determine should be paid by the Association shall be levied as a Special Lot Assessment pursuant to Article VIII of this Declaration.

(c) The Association shall maintain any and all landscaping islands and all landscaping and/or signage located, placed, installed or erected thereon contained within all portions of the Property.

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

(i) Hazard insurance covering all Common Properties, except for land foundations and excavations, and all common personal property and supplies. The policy must protect against loss or damage by fire and all other hazards normally covered by the standard extended coverage endorsement and all other perils customarily covered for similar types of communities, including those covered by the standard "all risk" endorsement. The policy shall cover 100% of the current

replacement cost of all covered facilities and shall include the following endorsements: agreed amount and inflation guard (if available); and construction code (if the local construction code requires changes to undamaged portions of buildings even when only part of the Property is destroyed by an insured hazard).

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

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

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

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

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

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

Section 2: MANAGEMENT CONTRACTS AND LEASES OF COMMON PROPERTY. The Association shall expressly have the power to contract for the management of the Association and/or the Common Property, if any, and to lease the recreation areas, further having the power to delegate to such contractor or lessee any or all powers and duties of the Association respecting the contract granted or property demised. Any contract for the management of the Association and/or the Common Property, if any, shall be terminable for cause upon thirty (30) days' notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties thereto. The Association shall further have the power to employ administrative and other personnel to perform the services required for proper administration of the Association.

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

Section 3: EASEMENTS. Easements for installation and maintenance of utilities (including, but not limited to, those required for cable television service) and drainage facilities are reserved as shown on the Plat or as otherwise granted by Declarant. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction

of flow of drainage channel in the easements, or which may obstruct or retard the flow of water through drainage channel in the easements, or which are or might be prohibited by the public authority to whom said easement is given.

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

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

ARTICLE VII
MAINTENANCE BY LOT OWNERS; FAILURE TO MAINTAIN

Section 1: MAINTENANCE BY LOT OWNERS. Except as otherwise provided herein, each Lot Owner shall be responsible for the maintenance, repair and replacement of all improvements on such Lot Owner's Lot and such other areas as are provided herein. Any area or matter not specifically required to be maintained, repaired or replaced by the Association shall be maintained, repaired and replaced by the Lot Owner.

Specifically, each Lot Owner shall care for, painting and pressure washing of the dwelling, driveway, sidewalk, walkway and fencing, repair and replace all trees, grass and other landscaping which are located on lands directly adjacent to the boundary of the Lot and adjacent to the right-of-way of the road providing access to or otherwise adjacent to such Lot Owner's Lot and through the Community (the "**Right-of-Way Obligations**"). If a Lot Owner does not satisfy his Right-of-Way Obligations, the Association shall have the right, but not the obligation, to repair and replace all trees, grass and other landscaping contained within such right-of-way, and the costs of such activities shall be charged to the Lot Owner of such Lot as a Specific Lot Assessment. Each Lot Owner, by virtue of taking title to a Lot, acknowledges and agrees, and shall be deemed to acknowledge and agree, that the performance of the Right-of-Way Obligations is an essential element to the continued high standards and aesthetic qualities of the Community.

Section 2: FAILURE TO MAINTAIN LOTS/HOMES. In the event a Lot Owner shall fail to maintain or repair the Lot and/or the Home in a manner required under this Declaration and as determined by the Board of Directors of the Association from time to time, within thirty (15) days' written notice of same, the Association, after approval by a majority vote of the total membership of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot and/or the Home as required under this Declaration and as determined by the Association. The cost of same shall be charged to the Lot Owner as Specific Lot Assessment, the nonpayment of which may lead to foreclosure of the lien for such Specific Lot Assessment in accordance with the provisions of Article VIII hereof.

ARTICLE VIII
COVENANT FOR ASSESSMENTS; FINES

Section 1: ASSESSMENTS ESTABLISHED. The assessments levied by the Association must be used exclusively to promote the common good and welfare of the residents, to operate and manage the Association and the Common Properties, if any, and to perform such duties as may be required by this Declaration and the Articles of Incorporation and By-Laws of the Association.

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

All of the foregoing, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by a continuing lien upon the Lot against which each assessment is made, as more particularly described in Section 4 hereof. Each such assessment, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the owner(s) of such Lot when such assessment fell due.

Section 2: LOT ASSESSMENTS. Each Lot Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to such Lot by any manner including by purchase at a judicial sale, is deemed to covenant to pay to the Association the various assessments contained in this Section 2 whether or not it is so expressed in such deed or instrument. The Assessments levied by the Association shall be used for among other things, the purpose of operating and maintaining the Association and Summerlake Estates.

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

(b) Initial Contribution. The first purchaser of each Home from a Builder, at the time of closing of the conveyance from the Builder to the purchaser, shall pay to the Association an initial contribution in the amount of Two Hundred Fifty No/100 Dollars ($250.00) (the "Initial Contribution"). The funds derived from the Initial Contributions are income to the Association to be used for the operation, management, and all other general activities and Common Expenses of the Association. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Initial Contribution.

(c) Determination of General Lot Assessment. The Board of Directors shall fix the amount of the General Lot Assessment. Prior to the Turnover Date, the designation of the amount of the General Lot Assessment must be approved by the Declarant. The General Lot Assessment is One Thousand and No/100 Dollars ($1,000.00) unless or until changed by an action of the Board. The General Lot Assessment shall be based upon the Association's adopted budget and the General Lot Assessment period shall coincide with

the Association's fiscal year. Written notice of the amount of the General Lot Assessment should be given to every Lot Owner, but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid General Lot Assessment. The General Lot Assessment shall be paid in equal quarterly installments without interest until delinquent, and is pre-payable in whole at any time or times during the applicable assessment period without penalty or other consideration; provided, however, at the discretion of the Association's Board of Directors, the General Lot Assessment may be collected on a monthly, semi-annual or annual basis rather than collected on a quarterly basis.

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

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

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

(e) Special Lot Assessments. In addition to the General Lot Assessment, the Association may levy in any fiscal year a special assessment ("**Special Lot Assessment**") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which

the General Lot Assessment was based, or as otherwise described in this Section 2. Notwithstanding the foregoing, no Special Lot Assessment against the Lot Owners shall exceed 1½ times of the total of the General Lot Assessments levied against the Lot Owners for that fiscal year without the prior approval of 75% of the voting interests in the Association that will be affected by such Special Lot Assessment, e.g., the Lot Owners.

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

(g) Uniformity of Lot Assessments. The General Lot Assessment and any Special Lot Assessment must be uniform for each Lot Owner throughout the Community.

Section 3: COMMENCEMENT OF ASSESSMENT. The Assessments as to each Lot owned by a Lot Owner other than Declarant shall be prorated as of the day of closing for the current installment period, and thereafter the first full payment shall be due and owing on the first day of the next full installment period.

Section 4: LIEN FOR ASSESSMENT. All sums assessed against any Lot (as applicable), together with interest and all costs and expenses of collection, including reasonable attorneys' fees and costs and any late fees as may be imposed by the Association, are secured by a lien on such Lot in favor of the Association. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Lot. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Lot after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Article, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of the Association's lien and its priority. The Association from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Article, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien. In the event that any Lot Owner desires to sell or otherwise transfer title of his or her Lot (by sale, gift or judicial decree), the transferor shall be jointly and severally liable with the transferee for all of the transferor's obligations to the Association which have become due and payable on or before the date of the transfer with respect to the transferred Lot, including payment of all applicable Assessments, notwithstanding the transfer of title to the Lot.

Section 5: CERTIFICATE. Upon demand, and for a reasonable charge, the Association will furnish any interested person a certificate signed by an officer of the Association setting forth whether any applicable Assessments have been paid and, if not, the unpaid balance(s).

Section 6: REMEDIES OF THE ASSOCIATION. Any Assessment not paid within thirty (30) days after its due date bears interest at the rate of 15% per annum or such other rate as may be from time to time determined by the Board, provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury. The Association may bring an action at law against the Lot Owner personally obligated to pay such Assessment, or foreclose its lien against such Lot Owner's Lot. No Lot Owner may waive or otherwise escape liability for Assessments. A suit to recover a money judgment for unpaid Assessments may be maintained without foreclosing, waiving, or otherwise impairing the security of the Association's lien or its priority. The Association shall be entitled to impose a late fee for costs associated with and/or incurred in connection with non-payment of any Assessment.

Section 7: FORECLOSURE. The lien for sums assessed pursuant to this Article may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Lot Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The Lot Owner also is required to pay to the Association any Assessments against the Lot that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Lot Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Lot foreclosed, or to acquire such Lot by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Lot as its Lot Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Lot Owner for such deficiency.

Section 8: SUBORDINATION OF LIEN. Pursuant to Section 720.3085 of the Act, as may be amended from time to time, except where a notice of lien has been filed in the public records prior to the recording of a valid First Mortgage, the lien for the assessments provided in this Article is subordinate to the lien of any such First Mortgage. Sale or transfer of any Lot does not affect the assessment lien. The Association may give any encumbrancer of record thirty (30) days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Article; upon such payment, such encumbrancer will be subrogated to all rights of the Association with respect to such lien, including priority.

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

The limitations on First Mortgagee liability provided by this Section 8 paragraph apply only if the First Mortgagee filed suit against the Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the First Mortgagee.

It is the intent of this Section to conform to the Act as it may be amended from time to time. Should a conflict develop between this Section and the Act, the Act shall prevail and govern the requirements for subordination of an Association lien and in determining the liability of a subsequent holder of the First Mortgage.

Section 9: APPLICATION OF PAYMENTS RECEIVED FROM A LOT OWNER. Any payments received by the Association from a delinquent Lot Owner shall be applied first to any interest accrued as provided in this Article VIII, then to any administrative late fee, then to any fines levied by the Association pursuant to the applicable provisions of this Declaration, the By-Laws, and the Act, then to costs and reasonable attorneys' fees incurred in collection as provided in this Article VIII, and then finally to any delinquent and/or accelerated Association assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment.

Section 10: HOMESTEADS. By acceptance of a deed to any Lot, each Lot Owner is deemed to acknowledge conclusively and consent that all Assessments established pursuant to this Article are for the improvement and maintenance of any homestead thereon and that the Association's lien has priority over any such homestead.

Section 11: RESERVES. At the commencement of the Community, the Association shall not collect reserves for future or deferred maintenance, and there is and shall be no requirement for the collection of any reserves for such maintenance. From time to time, the Association, through the Board, may elect to collect reserves, in which event such amounts shall be a Common Expense. If the Board determines that reserves are to be collected, (a) the Board shall determine the appropriate level of the reserves based on a periodic review of the useful life of the improvements to the Common Properties and equipment owned by the Association, as well as periodic projections of the cost of anticipated major repairs or improvements to the Common Properties, the purchase of equipment to be used by the Association in connection with its duties hereunder, and/or performance of required maintenance of Homes pursuant to this Declaration, and (b) the Association's budget shall disclose the exact monies collected and the reserve categories involved.

Section 12: RESALE CONTRIBUTION. After the Home has been conveyed by Builder, there shall be collected upon every conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to Two Hundred and No/100 Dollars ($200.00) (the "**Resale Contribution**"). The Resale Contribution shall not be applicable to conveyances from Declarant to Builder or from Builder to an Owner. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, operating

expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Resale Contribution.

(a) Subsequent to the initial sale of a Lot, upon the conveyance of a Lot from Lot Owner to another, the purchaser of the Lot may be required to pay to the Association a "**Resale Capital Contribution.**" This sum shall be used and applied to offset administrative and other costs and expenses associated with the transfer of ownership of the Lot, and shall not be refundable or applied as a credit against the Lot Owner's payment of Assessments.

(b) Fines. The Association shall have the power, but not the duty, to impose reasonable fines against a Lot Owner tenant, guest or invitee for the failure of the Lot Owner, or its occupant, licensee, or invitee to comply with any provision of this Declaration, the Bylaws, or the Rules and Regulations. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing as provided below, and there shall be no aggregate ceiling on the total fine which may be imposed for a recurring violation for each and any violation of the provisions of this Declaration, the Articles, the By-Laws and/or the Rules and Regulations; provided, however, that any such fine shall only be levied in accordance with the applicable provisions of the Act. The maximum fine to be levied against a Lot Owner shall not exceed the lesser of $100.00 per violation per day or the maximum amount permitted under the Act. A fine may also be levied against a Lot Owner for violations committed by any tenant, guest, licensee or invitee of such Lot Owner. Additional provisions pertaining to fines may be contained in the By-Laws for purposes of amplification.

ARTICLE IX
MISCELLANEOUS PROVISIONS RESPECTING MORTGAGES

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

Section 1: NOTICES OF OVERDUE ASSESSMENTS; FORECLOSURE. Upon request in writing to the Association identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded First Mortgage on a Lot ("**Insurer or Guarantor**") and the Lot number, the Association shall furnish each First Mortgagee, Insurer or Guarantor a written notice of such Lot Owner's obligations under this Declaration which is not cured within sixty (60) days. Except in the case of a notice of lien having been filed in the public records prior to the recording of a First Mortgage (and in such event, subject to Article VIII, Section 8 herein), any First Mortgagee of a Lot who comes into possession of the said Lot pursuant to the remedies provided in the Mortgage, foreclosure or a deed in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid Assessments or charges in favor of the Association against the mortgaged Lot which become due prior to (i) the date of the transfer of title, or (ii) the date on which the holder comes into possession of the Home, whichever occurs first.

Section 2: RIGHTS OF FIRST MORTGAGEES, INSURERS AND GUARANTORS. Upon request in writing, each First Mortgagee, Insurer or Guarantor shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, all Rules and Regulations, and the books and records of the Association during normal business hours;

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

(c): to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

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

(e): to receive written notice of any lapse, cancellation or modification of an insurance policy or fidelity bond maintained by the Association; and

(f): to receive written notice of any action which would require the consent of a specified percentage of First Mortgagees.

Section 3: DISTRIBUTION OF PROCEEDS. No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Property or the Lots therein shall be deemed to give a Lot Owner or any other party priority over the rights of the First Mortgagees pursuant to their mortgages in the case of distribution to Lot Owners of insurance proceeds or condemnation awards for losses to or a taking of the Lots, and/or the Common Property, or any portion thereof or interest therein. In such event, the First Mortgagees, Insurers or Guarantors of the Lots affected shall be entitled, upon specific written request, to timely written notice of any such loss.

Section 4: TERMINATION OF THE COMMUNITY. Unless the First Mortgagees of the individual Lots representing at least 67% of the votes in the Association have given their prior written approval, neither the Association nor the Lot Owners shall be entitled to terminate the legal status of the Community for reasons other than substantial destruction or condemnation thereof.

Section 5: NOTICE OF DAMAGE, DESTRUCTION OR CONDEMNATION. Upon specific written request to the Association, a First Mortgagee, Insurer or Guarantor of a Lot shall be furnished notice in writing by the Association of any damage to or destruction or taking of the Common Property if such damage or destruction or taking exceeds $10,000.00. If damages shall occur to such Lot in excess of $1,000.00, notice of such event shall also be given.

Section 6: CONDEMNATION; PRIORITY OF AWARDS. If any Lot, Home thereon or portion thereof or the Common Property or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the First Mortgagee, Insurer or Guarantor of said Lot will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition, and no provisions of any document will entitle the Lot Owner of such Lot or other party to priority over such First Mortgagee with respect to the distribution to such Lot of the proceeds of any award or settlement.

Section 7: RIGHTS OF MORTGAGEES. Any First Mortgagee has the following rights:

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

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

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

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

By written notice to the secretary of the Association, and upon payment to the Association of any reasonable annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee also is entitled to receive any notice that it required to be given to the Class A Members of this Association under any provision of this Declaration or the Articles of Incorporation or By-Laws.

ARTICLE X
DAMAGE, DESTRUCTION, CONDEMNATION AND RESTORATION OF IMPROVEMENTS

Section 1: DAMAGE. DESTRUCTION AND RESTORATION. In the event the improvements forming a part of the Common Property, or any portion thereof, shall suffer damage or destruction from any cause and the proceeds of any policy or policies insuring against such loss or damage, and payable by reason thereof, plus reserves (if any), shall be sufficient to pay the cost of repair or restoration or reconstruction, then such repair, restoration or reconstruction shall be undertaken and the insurance proceeds and the reserves (if any), shall be applied by the Board or the payee of such insurance proceeds in payment therefore; provided, however, that in the event,

within 180 days after said damage or destruction, the Lot Owners shall elect to withdraw the Property from the provisions of this Declaration, or if the insurance proceeds and the reserves (if any) are insufficient to reconstruct the damaged or destroyed improvements to the Common Property and the Lot Owners and all other parties in interest do not voluntarily make provision for reconstruction within 180 days from the date of damage or destruction, then such repair, restoration, or reconstruction shall not be undertaken. In the event such repair, restoration, or reconstruction is not undertaken, the net proceeds of insurance policies shall be divided by the Board or the payee of such insurance proceeds among all Lot Owners, after first paying from the share of each Lot Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

Section 2: WITHDRAWAL OF PROPERTY FROM DECLARATION. In the case of damage or other destruction, upon the unanimous affirmative vote of the Lot Owners voting at a meeting called for that purpose, any portion of the Property affected by such damage or destruction may be withdrawn from this Declaration. The payment of just compensation, or the allocation of any insurance or other proceeds to any withdrawing or remaining Lot Owners, shall be on an equitable basis. Any insurance or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Lot Owners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Assessments on such Lot or portion thereof by the Lot Owner shall cease.

Section 3: EMINENT DOMAIN. In the event any portion of the Property is taken by condemnation or eminent domain proceedings, provision for withdrawal of the portion so taken from the provisions of this Declaration may be made by the Board. The allocation of any condemnation award or other proceeds to any withdrawing or remaining Lot Owner shall be on an equitable basis. Any condemnation award or other proceeds available in connection with the withdrawal of any portion of the Common Property shall be allocated to the Lot Owners on the basis of an equal share for each Lot. Upon the withdrawal of any Lot or portion thereof, the responsibility for the payment of Lot Assessments on such Lot or portion thereof by the Lot Owner shall cease. The Association shall represent the Lot Owners in any condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for the acquisition of the Common Property or any part thereof. In the event of the total taking of the Property by eminent domain, the condemnation award available in that connection shall be divided by the Association, after first paying from the share of each Lot Owner the amount of any unpaid liens on his Lot, in the order of the priority of such liens.

ARTICLE XI
TERMINATION OF THE COMMUNITY

At a meeting called for such purpose and attended by all Lot Owners, the Lot Owners, by affirmative vote of 90% of the Lot Owners, may elect to terminate the legal status of the Community and sell the Common Property as a whole. Within ten (10) days after the date of the meeting at which such sale was approved, the Board shall give written notice of such action to all First Mortgagees, Insurers and Guarantors entitled to notice under Article IX of this Declaration,

and the termination shall only be effective upon the affirmative vote required under Article IX, Section 4 hereof. Such action shall be binding upon all Lot Owners, and it shall thereupon become the duty of every Lot Owner to execute and deliver such instruments and to perform all acts in manner and form as may be necessary to effect such termination and sale. The Association shall represent the Lot Owners in any negotiations, settlements and agreements in connection with termination of the Community and sale of the Common Property. Any proceeds from the sale of the Common Property shall be first used to pay all expenses and outstanding obligations of the Association in connection with such portion of the Common Property, and thereafter shall be divided among all Lot Owners on the basis of an equal share for each Lot.

ARTICLE XII
OPERATION

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

ARTICLE XIII
DISCLOSURES

Section 1: MILDEW. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Home and/or the Property. Each Lot Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Lot, each Lot Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Declarant from any and all liability resulting from same.

Section 2: MITIGATION OF DAMPNESS AND HUMIDITY. No Lot Owner, excluding Declarant, shall install, within his or her Lot, or upon the Common Properties, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Lot must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Lot Owners, whether or not occupying the Lot, shall periodically run the air conditioning system to maintain the Lot temperature, whether or not occupied, at 78°F, to minimize humidity in the Lot. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Lot Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Declarant does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Lot Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Lot (without requiring the consent of the Lot Owner or any other party) to

turn on the air conditioning in an effort to cause the temperature of the Lot to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Lot Owner). To the extent that electric service is not then available to the Lot, the Association shall have the further right, but not the obligation (without requiring the consent of the Lot Owner or any other party) to connect electric service to the Lot (with the costs thereof to be borne by the Lot Owner, or if advanced by the Association, to be promptly reimbursed by the Lot Owner to the Association, with all such costs to be deemed charges hereunder).

Section 3: WARRANTY DISCLOSURE. To the maximum extent lawful, Declarant hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Declarant has not given and the Lot Owner has not relied on or bargained for any such warranties. Each Lot Owner, by accepting deed to a Lot, or other conveyance thereof, shall be deemed to represent and warrant to Declarant that in deciding to acquire the Lot, the Lot Owner relied solely on such Lot Owner's independent inspection of the Lot. The Lot Owner has neither received nor relied on any warranties and/or representations from Declarant of any kind, other than as expressly provided herein. All Lot Owners, by virtue of their acceptance of title to their respective Lots (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Lot Owner, including a tenant thereof. Buyer acknowledges and agrees that Declarant does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

Section 4: LOT MEASUREMENTS. Each Lot Owner, by acceptance of a deed or other conveyance of a Lot, understands and agrees that there are various methods for calculating the square footage of a Lot, and that depending on the method of calculation, the quoted square footage of the Lot may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Lot, and settling and shifting of improvements, actual square footage of a Lot may also be affected. By accepting title to a Lot, the applicable Lot Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Lot, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials or otherwise. Without limiting the generality of this Section, Declarant does not make any representation or warranty as to the actual size, dimensions or square footage of any Lot, and each Lot Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Lot.

Section 5: BUILDING AREA. Lots adjacent to water bodies within the Community may actually contain less building area than reflected on the Plat, and no Lot Owner shall have any claim(s), cause(s) of action or basis for any demand(s) against Declarant, Builder, and/or the

Association as a result thereof or in relation thereto.

Section 6: SECURITY. The Association will strive to maintain the Community as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED GUARANTORS OF SECURITY WITHIN THE COMMUNITY, NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION IN ORDER TO MAINTAIN THE COMMUNITY AS A SAFE, SECURE RESIDENTIAL ENVIRONMENT, AND NEITHER THE ASSOCIATION NOR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL LOT OWNERS, TENANTS, GUESTS AND INVITEES OF ANY LOT OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT GUARANTORS AND THAT EACH LOT OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, LOTS AND TO THE CONTENTS OF LOTS AND FURTHER ACKNOWLEDGE THE ASSOCIATION, ITS BOARD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY LOT OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

Section 7: NOTICES AND DISCLAIMERS AS TO MULTI-MEDIA SERVICES. Declarant, its affiliated entity, Builder and, the Association, their successors or assigns may enter into contracts for the provision of security services through any Multi-Media Services. DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, THEIR SUCCESSORS OR ASSIGNS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY LOT OWNER OR OCCUPANT OF PROPERTY RECEIVING SECURITY SERVICES THROUGH THE MULTI-MEDIA SERVICES ACKNOWLEDGES THAT DECLARANT, ITS AFFILIATED ENTITY, THE ASSOCIATION, ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE LOT OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE LOT, DO NOT HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION TO PREVENT SUCH OCCURRENCES, AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the party of a security service provider to perform any of its obligations with respect to security services and,

therefore, every Lot Owner or occupant of property receiving security services through the Multi-Media Services agrees that Declarant, its affiliated entity, the Association, any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Lot Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Lot Owner or occupant of a Lot obtaining security services through the Multi-Media Services further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or · from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, its affiliated entity, the Association, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars ($250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, its affiliated entity, the Association, their successor or assign of any of same. Further, in no event will Declarant, its affiliated entity, the Association, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

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

Section 8: NOTICES AND DISCLAIMERS AS TO WATER BODIES. NEITHER DECLARANT, BUILDER, CDD, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. THERE IS NO GUARANTY BY THE LISTED PARTIES THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. FURTHER, ALL LOT OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE

QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN WATER BODIES WITHIN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS OTHERWISE AUTHORIZED BY THE PERMITS. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY SAID PERMITS, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH LOT OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY WATER BODY WITHIN THE PROPERTY EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION OR THE RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION; (iii) DECLARANT, BUILDER THE ASSOCIATION, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

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

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

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

ARTICLE XIV
GENERAL PROVISIONS

Section 1: ENFORCEMENT. Unless expressly provided otherwise, the Association, or any Lot Owner, has the right to enforce, by any appropriate proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, charges, rules, and regulations now or hereafter imposed by, or pursuant to, the provisions of this Declaration. If the Association or any person entitled to enforce any of the provisions of this Declaration is the prevailing party in any litigation involving this Declaration or any rule or regulation, such party may recover from the losing party all costs and expenses incurred, including reasonable attorneys' fees for all trial and appellate proceedings, if any. If the Association is the losing party against any Lot Owner, such costs and expenses, including reasonable attorneys' fees, payable to the prevailing party and those incurred by the Association itself, may be assessed against such Lot Owner's Lot, as provided in Article VIII of this Declaration. Failure by the Association or by any Lot Owner to enforce any covenant, restriction, rule, or regulation will not constitute a waiver of the right to do so at any time.

Section 2: EXCLUSIVE REMEDY. Lot 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 Lot Owner(s) to the fullest extent possible under the law. In addition, the Lot 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.

Section 3: ARBITRATION/MEDIATION. Any controversy, claim or dispute arising out of, or in any manner relating to this Declaration, the construction of, Lot 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 Stated 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 of 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.

Section 4: NO JOINDER WITH ANY OTHER ACTIONS; RETENTION OF ALL RIGHTS; AND WAIVER OF RIGHT TO JOIN A CLASS: Lot 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. Lot Owner(s) will not institute any claim, action, or cause of action with

others, nor join in any claim with others, and Lot 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.

Section 5: 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.

Section 6: AMENDMENT. Except as may be otherwise provided herein, Declarant may amend this Declaration by an instrument executed with the formalities of a deed without the approval or joinder of any other party at any time prior to the date on which Declarant shall have conveyed 90% of the Lots on the Property. Except as may be otherwise provided herein, commencing on the date that Declarant shall have conveyed 90% of the Lots on the Property, this Declaration may be amended by the affirmative vote of not less than two-thirds (2/3) of a majority of the total voting interests in the Association who are present in person or by proxy at a duly-called and noticed meeting of the Association membership. In lieu of a vote taken at a meeting, the instrument executed by each of the owners agreeing to an amendment shall be deemed effective, provided that (i) each owner executes the amendment instrument with the formalities of a deed, and (ii) the Association, through its president, certifies the proper approval of the amendment. No amendment is effective until recorded, and the Association's proper execution will entitle it to public record. Notwithstanding the foregoing, (a) no instrument of amendment, rescission or termination shall be effective while there are Class B memberships unless 100% of the Class B Members shall approve and join in such instrument, 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 WMD. For purposes of this Section, a Lot shall be considered conveyed when the deed is duly recorded. Notwithstanding any provision herein to the contrary, based upon the specific language contained in Section 720.306(1) (c) of the Act, Declarant reserves the right, for so long as Declarant has the right to unilaterally amend the Declaration pursuant to this Section 2, to amend or modify the provisions in this Declaration

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

Section 7: SPECIAL AMENDMENT. Anything herein to the contrary notwithstanding, and subject to the requirement of First Mortgagee approval set forth herein where applicable, Declarant reserves the right and power to record a special amendment ("**Special Amendment**") to this Declaration, at any time and from time to time, which amends this Declaration and any provision therein: (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Homes; (iii) to correct clerical or typographical errors in this Declaration; (iv) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations; or (v) to minimize any federal or state income tax liability of the Association. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Declarant to make or consent to a Special Amendment on behalf of each Lot Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Home and the acceptance thereof shall be deemed to be a grant and acknowledgment of, and a consent to the reservation of, the power of the Declarant to make, execute and record Special Amendments. The right and power of Declarant to make Special Amendments hereunder shall terminate on December 31, 2030, or on the date of the conveyance of all Lots in the Community by the Declarant to third parties, whichever occurs last. Notwithstanding any provision herein to the contrary, based upon the specific language contained in Section 720.306(1)(c) of the Act, Declarant reserves the right, for so long as Declarant has the right to unilaterally amend the Declaration pursuant to this Section 3, to amend or modify the provisions in this Declaration pertaining to the proportionate voting interests appurtenant to a Lot or the proportion or percentage by which a Lot shares in the Common Expenses of the Association, without requirement for consent of any party.

Section 8: ADDITIONS TO THE PROPERTY. Additional land may be made subject to all the terms hereof and brought within the jurisdiction and control of the Association in the manner specified in this Section, provided such is done within thirty (30) years from the date this Declaration is recorded. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by Declarant or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Section, is brought within the jurisdiction and control of the Association and made subject to the Declaration shall thereupon and thereafter be included within the term "**Property**" as used in this Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to and brought within the jurisdiction and control of the Association.

Section 9: PROCEDURE FOR MAKING ADDITIONS TO THE PROPERTY. Additions to the Property may be made by the following procedure:

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

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

(c) Make additions to the Property. Nothing contained in this Section shall obligate Declarant to make additions to the Property.

Section 10: WARRANTIES. Declarant makes no warranties, express or implies, as to the improvements located in, on or under the Common Property. Each Lot Owner, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no merchantability, fitness or otherwise, either express or implies, made or given, with respect to the improvements in, on or under the Common Property, all such warranties being specifically excluded.

Section 11: SEVERABILITY. Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Declarant's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Community.

Section 12: JOINDER. Should title to any Lot of the Community have been conveyed by Declarant prior to the recording of this Declaration, such Lot Owners of Lots by their signature to a Joinder shall be deemed to have joined with the Lot Owner in the recording of this Declaration and shall have subordinated their right, title and interest in the Lot to the terms hereof and declare

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

Section 13: COVENANT RUNNING WITH THE PROPERTY. Except as otherwise provided herein, the covenants, conditions and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the Board of Directors and the Lot Owners, their heirs, successors and assigns, for a term of thirty (30) years after the date this Declaration is recorded in the public records of the County, and shall be automatically renewed for successive periods of Twenty-Five (25) years.

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

Section 14: AMPLIFICATION. The provisions of this Declaration are amplified by the Articles of Incorporation and By-Laws, but no such amplification will alter or amend substantially any of the rights or obligations of the Lot Owners set forth in this Declaration. Declarant intends the provisions of this Declaration, on the one hand, and the Articles of Incorporation and By-Laws, on the other, to be interpreted, construed, applied, and enforced to avoid inconsistencies or conflicting results. If such conflict necessarily results, however, Declarant intends that the provisions of this Declaration control anything in the Articles of Incorporation or By-Laws to the contrary. The terms defined in this Declaration shall have same meanings in the Articles of Incorporation and By-Laws, unless otherwise provided.

Section 15: LOT OWNER COOPERATION. No person shall use the Property, or any part thereof, in any manner contrary to or not in accordance with the Rules and Regulations and any provisions set forth in the By-Laws. The Lot Owners shall not permit or suffer anything to be done or kept in a Home or upon a Lot which will increase the rate of any insurance purchased by the Association for the Property or any portion thereof, or which will obstruct or interfere with the rights of other Lot Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Lot Owners commit or permit any nuisance, immoral or illegal acts in or about the Property.

Section 16: EXISTING POWER LINES. Each Lot Owner, by virtue of taking title to a Lot acknowledges and agrees, and shall be deemed to have acknowledged and agreed, that there are existing overheard power lines within and adjacent to portions of the Community.

Section 17: RESOLUTION OF DISPUTES. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

Section 18: FLOOD ZONES. Flood zone determinations are made by the Federal Emergency Management Agency. Declarant makes no assurance, with regard to any portion of the

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

Section 19: ACCESS CONTROL AND SYSTEMS. Declarant and the Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to make the Community more secure than they otherwise might be. Neither the Association nor Declarant shall in any way be considered insurers or guarantors of privacy or safety within the Community or upon the Property, and in no manner shall the Association or Declarant be held liable for any loss or damage by reason of failure to provide adequate privacy or ineffectiveness of privacy or safety measures undertaken.

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

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

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

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

Section 20: COMMON PROPERTY IMPROVEMENTS. Declarant makes no warranties, expressed or implied, as to the improvements located in, on or under the Common Property. Each owner of a Lot, other than Declarant, by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to acknowledge and agree that there are no warranties of merchantability, fitness or otherwise, either expressed or implied, made or given, with respect to the improvements in, on or under the

Common Property, all such warranties being specifically excluded.

Section 21: CONFLICTS WITH THE ACT: It is the intent of this Declaration to conform to the Act as it may be amended from time to time. Should a conflict necessarily develop between this Declaration and the Act, the Act shall control.

Section 22: 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. Lot 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 Lot 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 Lot Owner's sole responsibility to obtain such an inspection. For additional information, Lot Owners can contact local, state or federal environmental agencies or other available sources.

Section 23: 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.

Section 24: 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 Lot Owner(s) waives all right to trial by jury and shall make no request or demand for jury trial in any legal proceeding.

(Signatures on following page)

Executed this 6 day of March, 2024.

CLAYTON PROPERTIES GROUP INC.,
a Florida Corporation

Signature of Witness
Denise Abercrombie
Printed Name of Witness
Signature of Witness
Natalie Sharp
Printed Name of Witness

By: D. Joel Adams
Its: Vice President

SUMMERLAK ESTATES OF AUBURNDALE HOMEOWNERS ASSOCIATION INC.,
a Florida non-profit corporation

Signature of Witness
Denise Abercrombie
Printed Name of Witness
Signature of Witness
Natalie Sharp
Printed Name of Witness

By: D. Joel Adams
Its: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by meads of ✓ physical presence or __ online notarization, this 6 day of March, 2024, by D. Joel Adams, as President of SUMMERLAKE ESTATES OF AUBURNDALE HOMEOWNERS ASSOCIATION, INC. a Florida Corporation, on behalf of the corporation, who is personally known to me.

(seal)

JENNIFER CONKLIN
MY COMMISSION # HH 188210
EXPIRES: February 15, 2026
Bonded Thru Notary Public Underwriters

Notary Public
My commission expires: 2/15/26

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of ✓ physical presence or __ online notarization, this 6 day of March, 2024, by D. Joel Adams, as Vice President of Clayton Properties Group, Inc., a Tennessee corporation, on behalf of the company, who is personally known to me.

(seal)

JENNIFER CONKLIN
MY COMMISSION # HH 188210
EXPIRES: February 15, 2026
Bonded Thru Notary Public Underwriters

Notary Public
My commission expires: 2/15/26

Exhibit "A"

PLAT OF SUMMERLAKE ESTATES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN BOOK 204, PAGE(S) 17, OF THE PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

TOGETHER WITH EASEMENTS BENEFITING THE ABOVE DESCRIBED PARCEL AS SET FORTH IN THAT CERTAIN ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT BY AND BETWEEN GAPWAY GROVE CORPORATION, A FLORIDA CORPORATION AND ENCLAVE OF LAKE ARIETTA DEVELOPMENT, LLC, A FLORIDA LIMITED LIABILITY COMPANY, RECORDED IN OFFICIAL RECORDS BOOK 10916, PAGE 700, AS AMENDED BY FIRST AMENDMENT TO ACCESS AND UTILITY EASEMENT AND MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12750, PAGE 192, PUBLIC RECORDS OF POLK COUNTY, FLORIDA.

EXHIBIT "B"

TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERLAKE ESTATES

ARTICLES OF INCORPORATION
FOR
SUMMERLAKE ESTATES OF AUBURNDALE HOMEOWNERS 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 **SUMMERLAKE ESTATES OF AUBURNDALE HOMEOWNERS 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:

D. JOEL ADAMS

4. Definitions. The DECLARATION OF COVENANTS AND CONDITIONS FOR SUMMERLAKE ESTATES (the "**Declaration**") will be recorded in the Official Records of Polk County, Florida, and shall govern all of the operations of a community to be known as Summerlake Estates. 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 Summerlake Estates;

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 SWFWMD the "Permit"), the Association shall operate, maintain and manage the SWMS in a manner consistent with the Permit requirements of the Agency and applicable SWFWMD 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 Summerlake Estates 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, Summerlake Estates, the Common Areas, 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, Summerlake Estates, and the 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 Summerlake Estates 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 of 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.

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 SWFWMD. 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, SWFWMD, 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 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, SWFWMD 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 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 indemnity 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 wherein 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 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 Lot, which is subject to assessment, by the Association.

[Signature on Following Page]

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 6 day of March, 2024.

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

I hereby state that I am familiar with and accept the responsibilities of registered agent of Summerlake Estates of Auburndale Homeowners Association, Inc.

D. Joel Adams

EXHIBIT "C"
TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUMMERLAKE ESTATES

BY-LAWS OF SUMMERLAKE ESTATES OF AUBURNDALE HOMEOWNERS ASSOCIATION, INC. (A Corporation Not for Profit)

ARTICLE I
Name and Location

The name of the corporation is Summerlake Estates of Auburndale Homeowners 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 Summerlake Estates ("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 Lot Owners except Declarant. The Class B Member shall be Declarant. Upon termination of Class B membership, as provided below, the Class A Members are all Lot Owners including Declarant so

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

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

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

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

ARTICLE IV
Directors

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

Section 2. Election of Directors.

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

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

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

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

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

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

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

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

At the meeting of the Members at which transfer of control of the Association to the non-Declarant Members occurs, three (3) directors shall be elected 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 Lot shall be deemed to be Members of the Association so as to qualify each to become a director hereof.

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

Section 6. Right of Members to Speak at Board Meetings. Notwithstanding any provision to the contrary in the Association's governing documents or any rules adopted by the Board or by the membership, a Member has the right to attend all Board meetings and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes.

The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements, which rules must be consistent with the provisions of the Act, and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney (a) held for the purpose of discussing personnel matters, or (b) as otherwise specifically prescribed under the Act.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) as more fully provided in the Declaration, to:

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

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

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

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

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

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

ARTICLE V
Officers

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

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

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

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

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

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

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

ARTICLE VI
Fiscal Management

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

Section 2. Contracts, Etc. Except as otherwise specifically provided by these 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 Lot Owner personally obligated to pay the same or foreclose the lien against the property, and interest, late fees, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Lot Owner may waive or otherwise escape liability for the Assessments provided for herein.

Section 5. Setting of 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 SWFWMD.

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"

ERP Permit of Summerlake Estates of Auburndale

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
GENERAL CONSTRUCTION
PERMIT NO. 44034805.000

Expiration Date: September 17, 2014 PERMIT ISSUE DATE: September 17, 2009

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

PROJECT NAME: Lake Arietta Landings

GRANTED TO: R.Q. Holdings Corporation
5840 Red Bug Lake Road, PMB #345
Winter Springs, FL 32708

ABSTRACT: This permit authorization is for the construction of a new surface water management system to serve a 56.54-acre, 102-lot, single-family residential subdivision project, as named above and as shown on the approved construction plans. The surface water management system, which includes grassed conveyance swales, storm drains with associated piping, retention ponds, and treatment swales, is designed to accommodate the stormwater runoff from the activities associated with the construction of homes, drive and roadway paving, and other contributing pervious areas. The project site is located on the east side of County Road 655 (Berkley Road), approximately one and three-quarters miles north of County Road 546 (Dixie Highway), Polk County.

The project is located within a hydrologically open drainage basin. Consistent with Chapter 40D-4, F.A.C., water quantity requirements, the design storm was based on the 25-year, 24-hour rainfall event of 7.0 inches. Allowable discharge for the project was established as the pre-development peak discharge rate of stormwater runoff leaving the project site for the 25-year, 24-hour rainfall event. Flood Insurance Rate Map Community Panel No. 12105C0335F indicates that portions of the project lie within a floodplain. No fill within the floodplain is proposed. No adverse off-site/on-site water quantity impacts are expected.

Compliance with Chapter 40D-4, F.A.C., water quality requirements is assured, as the retention ponds and swales will treat the first one-inch of rainfall from their contributing drainage basin areas and recover this volume within 72 hours through natural infiltration. This is consistent with Part B, Environmental Resource Permitting Information Manual, Subsection 5.2.(c.). The discharge structures for the retention ponds will be equipped with skimmers to ensure that oil, greases, and floating pollutants are not discharged into down gradient receiving waters. No adverse on-site/off-site water quality impacts are expected.

The project area includes 0.17 acre of Lake Arietta. No impacts to Lake Arietta are proposed. No mitigation for wildlife habitat is required.

The surface water management system will be maintained and operated by the Lake Arietta Landings Homeowners Association, Inc.

File of Record
Permit No.

OP. & MAINT. ENTITY: Lake Arietta Landings Homeowners Association, Inc.

COUNTY: Polk

SEC/TWP/RGE: 33/27S/25E

TOTAL ACRES OWNED OR UNDER CONTROL: 78.76

PROJECT SIZE: 56.54 Acres

LAND USE: Residential

DATE APPLICATION FILED: February 4, 2009

AMENDED DATE: N/A

I. Water Quantity/Quality

POND NO.	AREA ACRES @ TOP OF BANK	TREATMENT TYPE
10	6.20	Retention
20	0.12	Retention
30	0.12	Retention
ES1	0.39	BMP
ES2	0.09	BMP
TOTAL	6.92	

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

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type*	Encroachment Result**(feet)
0.00	0.00	NE [X]	Depth [N/A]

***Codes** [X] for the type or method of compensation provided are as follows:
NE = No Encroachment
N/A = Not Applicable

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

III. Environmental Considerations

Wetland/Other Surface Water Information **Count: 1**

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Lake Arietta	0.17	0.17	0.00	0.00	0.00	0.00
Total:	0.17	0.17	0.00	0.00	0.00	0.00

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

Wetland/Other Surface Water Comments:
The project area includes 0.17 acre of Lake Arietta. No impacts to Lake Arietta are proposed. No mitigation for wildlife habitat is required.

SPECIFIC CONDITIONS

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

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

   Bartow Regulation Department
   Southwest Florida Water Management District
   170 Century Boulevard
   Bartow, FL 33830-7700

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

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

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

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

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

wetland and surface water areas

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

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

all wetlands
100-yr floodplain areas

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

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

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

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

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

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

10. For dry bottom retention systems, the retention areas shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.

11. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

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

13. This permit is issued based upon the design prepared by the Permittee's consultant. If at any time it is determined by the District that the Conditions for Issuance of Permits in Rules 40D-4.301 and 40D-4.302, F.A.C., have not been met, upon written notice by the District, the Permittee shall

obtain a permit modification and perform any construction necessary thereunder to correct any deficiencies in the system design or construction to meet District rule criteria. The Permittee is advised that the correction of deficiencies may require re-construction of the surface water management system and/or mitigation areas.

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

"Subsection 369.20 (8), F.S. states 'a riparian owner may physically or mechanically remove herbaceous aquatic plants and semi-woody herbaceous plants, such as shrub species and willow, within an area delimited by up to 50 percent of the property owner's frontage or 50 feet, whichever is less... to create a corridor to allow access for a boat or swimmer to reach open water.' In addition, property owners may construct private docks within the cleared area, which are exempt pursuant to Rule 40D-4.051(8)(c), Florida Administrative Code. Otherwise, no owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District, Bartow Service Office. This restriction includes, but is not limited to the construction of seawalls, upland retaining walls, and the placement of rip-rap or other shoreline reinforcements. Future changes to the abovementioned statute and rule shall be applied to this restriction."

15. As Lake Arietta is a sovereign water body, the extent of private ownership of the adjacent uplands extends only to the sovereign submerged lands boundary of Lake Arietta, unless ownership of the sovereign lands has been conveyed by the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida. A "Safe Upland Line" elevation of 142.50 feet NGVD, which approximates that sovereign submerged lands boundary, was determined for Lake Arietta by the Florida Department of Environmental Protection's Division of State Lands.

GENERAL CONDITIONS

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

Authorized Signature

Brian S. Starford P.G., Director

EXHIBIT "A"

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.

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

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

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

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

Water Management District

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

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

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

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

March 21, 2014

Gapway Grove Corporation
Attn: John Strang
Post Office Box 1364
Auburndale, FL 33823

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

Project Name:	Lake Arietta Landings
App ID/Permit No:	694401 / 43034805.001
County:	POLK
Letter Received:	March 19, 2014
Expiration Date:	March 21, 2019
Sec/Twp/Rge:	S33/T27S/R25E, S28/T27S/R25E

Dear Permittee(s):

Your request to modify Construction Permit No. 44034805.000 by Short Form Modification has been approved. This modification authorizes:

1. The extension of the expiration date for five (5) years from the issuance date of this permit modification.

2. All other terms and conditions of Construction Permit No. 44034805.000, issued September 17, 2009, and entitled Lake Arietta Landings - apply.

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

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

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

If you have questions regarding this modification, please contact Scott Hickerson, at the Tampa Service Office, extension 2033.

Sincerely,

David Kramer, P.E.
Manager
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 987-6746. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Water Management District

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

May 21, 2019

Gapway Grove Corporation
Attn: John W. Strang
P.O. Box 1364
Auburndale, FL 33823

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

Project Name:	Lake Arietta Landings
App ID/Permit No:	779732 / 43034805.002
County:	Polk
Letter Received:	March 20, 2019
Expiration Date:	May 21, 2024
Sec/Twp/Rge:	S33/T27S/R25E, S28/T27S/R25E

Dear Permittee(s):

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

This modification to Environmental Resource Permit (ERP) No. 44034805.000 authorizes the following:

1. The extension of the expiration date for five (5) years from the issue date of this permit modification.

2. All other terms and conditions of Permit No. 44034805.000, issued September 17, 2009, and entitled "Lake Arietta Landings," apply.

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

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

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

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

Sincerely,

David Kramer, P.E.
Manager
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7 A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

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SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE

INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43034805.003

EXPIRATION DATE: September 15, 2025 **PERMIT ISSUE DATE:** September 15, 2020

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

PROJECT NAME:	The Enclave at Lake Arietta
GRANTED TO:	Gapway Grove Corporation Attn: John Strang P.O. Box 1364 Auburndale, FL 33823
OTHER PERMITTEES:	Enclave of Lake Arietta Development, LLC Attn: Frank Pesce 2101 Northwest 33rd Street, Suite 2800A Pompano Beach, FL 33069

ABSTRACT: This permit authorization is for the modification of a previously permitted management system approved under Environmental Resource Permit (ERP) No. 44034805.000, serving a 57.27-acre residential project. The proposed activities include a revised site layout and relocation and reconfiguration of the stormwater ponds previously permitted under ERP No. 44034805.000. The revised site layout includes the construction of 41 residential lots. Phases 2 and 3 will require permit modifications prior to construction. This modification, Construction Permit No. 43034805.003, amends the previously issued Construction Permit No. 44034805.000, and all conditions shall be replaced by the conditions herein. The project is located east of Berkley Road and south of Twin Cove in the City of Auburndale, Polk County.

OP. & MAIN. ENTITY:	Lake Arrieta Landings Homeowners Association, Inc.
OTHER OP. & MAIN. ENTITY:	N/A
COUNTY:	Polk
SEC/TWP/RGE:	S33/T27S/R25E, S28/T27S/R25E
TOTAL ACRES OWNED OR UNDER CONTROL:	57.27
PROJECT SIZE:	57.27 Acres
LAND USE:	Residential
DATE APPLICATION FILED:	March 24, 2020
AMENDED DATE:	N/A

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	0.64	ON-LINE RETENTION
Pond 2	5.51	ON-LINE RETENTION
Pond 3	0.32	ON-LINE RETENTION
Swale 1	0.44	ON-LINE RETENTION
Swale 2	0.12	ON-LINE RETENTION
	Total: **7.03**	

Water Quantity/Quality Comment: The proposed ponds provide treatment for runoff from the site via on-line retention. Presumptive criteria were utilized in determining the required treatment volume. The system provides attenuation of the post-development 25-year, 24-hour peak discharge rate to the pre-development 25-year, 24-hour peak discharge rate. The pond re-inspections shall be tracked under this modification, Construction Permit No. 43034805.003. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).
A mixing zone is not required.
A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

Floodplain Comment: The project proposes no fill placement within a known 100-year riverine floodplain or depression storage areas associated with 100-year riverine floodplain.

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

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Lake Arietta	0.17	0.17	0.00	0.00	0.00	0.00
Total:	**0.17**	**0.17**	**0.00**	**0.00**	**0.00**	**0.00**

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

Wetland/Other Surface Water Comments:
There are 0.17 acre of wetlands (FLUCCS 522) located within the project area for this ERP. There are no wetland impacts proposed or authorized by this permit. There are no other surface water features located within the project area.

Mitigation Information
Mitigation is not required.

Specific Conditions

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

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

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

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

   a. wetland and surface water areas

   b. wetland buffers

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

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

   "No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands or wetland buffers described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."

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

7. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
   a. homeowners, property owners, master association or condominium association articles of incorporation, and
   b. declaration of protective covenants, deed restrictions or declaration of condominium
   The Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.

8. The following language shall be included as part of the deed restrictions for each lot:
   "Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."

9. For dry bottom retention systems, the retention area(s) shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.

10. This Permit Modification No. 43034805.003, amends the previously issued Permit No. 44034805.000, and all conditions are replaced by the conditions herein.

11. For the areas shown on the construction drawings as phases 2 and 3, a permit modification shall be obtained for any construction in this/these areas.

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

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

14. The Permitted Plan Set for this project includes Plan Sheet 5 received on September 8, 2020; the remainder of the plan sheets from the submittal received by the District on August 12, 2020.

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

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

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

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

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

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

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

    a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.

    b. Any existing septic tanks on site shall be abandoned at the beginning of construction.

    c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.

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

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

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

23. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.

24. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

GENERAL CONDITIONS

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

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

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

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

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

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

d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice,"[effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5),F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.

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

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

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

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

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

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

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

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

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

i. This permit does not:

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

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

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

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

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

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

l. The permittee shall notify the Agency in writing:

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

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

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

n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

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

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

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

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

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

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION

The Enclave at Lake Arietta
PROJECT NAME

Residential
PROJECT TYPE

Polk
COUNTY

S33/T27S/R25E, S28/T27S/R25E
SEC(S)/TWP(S)/RGE(S)

Gapway Grove Corporation
PERMITTEE See permit for additional permittees

APPLICATION ID/PERMIT NO: 800719 / 43034805.003

DATE ISSUED: September 15, 2020

David Kramer, P.E.
Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7 A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Water Management District

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

An Equal Opportunity Employer

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

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

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

March 25, 2022

Enclave of Lake Arietta Development, LLC
Attn: Frank Pesce
2101 Northwest 33rd Street, Suite 2800A
Pompano Beach, FL 33069

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

Project Name:	The Enclave at Lake Arietta
App ID/Permit No:	837004 / 43034805.004
County:	Polk
Letter Received:	November 17, 2021
Expiration Date:	March 25, 2027
Sec/Twp/Rge:	S33/T27S/R25E, S28/T27S/R25E

Dear Permittee(s):

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

This modification to Environmental Resource Permit (ERP) No. 43034805.003 authorizes the following:

1. The removal of Gapway Grove Corporation as co-permittee.

2. The change of operation and maintenance responsibility to The Enclave of Lake Arietta Homeowner's Association, Inc.

3. All other terms and conditions of Construction Permit No. 43034805.003, issued September 15, 2020 and entitled The Enclave at Lake Arietta, apply.

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

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

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

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

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights

Notice of Rights

ADMINISTRATIVE HEARING

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.

2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.

3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.

4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.

5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.

6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.

7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North,Tampa,FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

JUDICIAL REVIEW

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.

2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9. 110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

Enclave of Lake Arietta Development, LLC
Attn: Frank Pesce
2101 Northwest 33rd Street, Suite 2800A
Pompano Beach, FL 33069

Water Management District

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

An Equal Opportunity Employer

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

Sarasota Service Office
78 Sarasota Center Boulevard
Sarasota, Florida 34240-9770
(941) 377-3722 or
1-800-320-3503 (FL only)

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

November 22, 2022

Gapway Grove Corporation
Attn: John Strang
P O Box 1364
Auburndale, FL 33823

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

Project Name:	Summer Wake
App ID/Permit No:	852924 / 43034805.005
County:	Polk
Letter Received:	July 21, 2022
Expiration Date:	November 22, 2027
Sec/Twp/Rge:	S33/T27S/R25E, S28/T27S/R25E

Dear Permittee(s):

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

This modification to Environmental Resource Permit (ERP) No. 43034805.003 authorizes the following:

1. The construction of a 23.16-acre residential project including residential lots, roadways, and infrastructure. The Engineer-of-Record has demonstrated that the proposed project will not exceed the maximum allowable curve numbers for each respective basin used in the design of the stormwater management system authorized under Construction Permit No. 43034805.003.

2. The permitted master stormwater management system authorized under Permit No. 43034805.003 will continue to be operated and maintained by The Enclave of Lake Arietta HOA, Inc. The Permittee will be responsible to maintain any on-site conveyances to the master stormwater management system.

3. All other terms and conditions of Construction Permit No. 43034805.003, issued on September 15, 2020 and entitled The Enclave at Lake Arietta, apply.

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

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

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

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

Sincerely,

David Kramer, P.E.
Bureau Chief
Environmental Resource Permit Bureau
Regulation Division

Enclosures: Notice of Rights
cc: Lanieve Imig
Justin Hinton
Matt Brown
Matthew Johnson, P.E., JSK Consulting, Inc.

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