



**This Instrument Prepared By:**

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**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE PALMS**

This Declaration of Covenants, Conditions and Restrictions is hereby made by D.R. Horton, Inc., a Delaware corporation, whose mailing address 5901 N. Honore Ave Ste 250, Sarasota, FL 34243.

**WITNESSETH:**

D.R. Horton, Inc. is the owner in fee simple of the property described in **Exhibit "A"** attached hereto and made a part hereof (the "Property"); and

D.R. Horton, Inc. for purposes of this Declaration will be the Declarant; and

D.R. Horton, Inc. intends, but shall not be required, to develop the Property in phases as a residential community and "Conservation Subdivision" in accordance with *Sarasota County Unified Development Code* and Sarasota County Ordinance No. 2020-062 ("**Rezone Ordinance**"), and to construct or sell lots to Builders for the construction of homes upon the Property or sell Lots to Builders for the purpose of construction of homes on the Property; provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

NOW, THEREFORE, Declarant hereby declares that the Property shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as hereinafter set forth, all of which are for the purpose of enhancing and protecting the value, desirability and plan of development for the same. Said covenants, conditions, restrictions, reservations, easements, liens and charges shall run with the Property, and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.

## ARTICLE I

### DEFINITIONS

The following words and terms when used in this Declaration or supplemental declaration hereto or any amendment thereto (unless the context shall clearly indicate otherwise) shall have the following meanings:

Section 1. “Articles” shall mean and refer to the Articles of Incorporation of The Palms Community Association, Inc., a Florida corporation not-for-profit, attached hereto as **Exhibit “B”**, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. “Assessments” shall mean all expenses and charges levied for the purpose of operation of the Association and carrying out the Association responsibilities under the terms of this Declaration, such Assessments to include all Annual Assessments, Special Assessments, and Individual Assessments as described in Article VI, Section 1 hereof.

Section 3. “Association” shall mean The Palms Community Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

Section 4. “Builder” shall mean any person or entity that purchases more than one Lot from the Declarant or other third party for the purpose of constructing Homes on such Lots for sale to third party purchasers, which shall specifically include D.R. Horton, Inc., a Delaware corporation.

Section 5. “Board of Directors” or “Board” shall mean the body responsible for administration of the Association, selected as provided in the Bylaws.

Section 6. “Bylaws” shall mean the Bylaws of The Palms Community Association, Inc., attached hereto as **Exhibit “C”** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 7. “Conservation Subdivision Open Space Restrictive Covenant” or “Conservation Covenant” shall mean that document recorded or to be recorded in the public records of Sarasota County pursuant to *Sarasota County Unified Development Code* and development of the Property as a Conservation Subdivision.

Section 8. “Common Area” is the property of the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include, but is not limited to, open space, roads, signage, irrigation facilities, landscape buffers, the Surface Water Management System, street lighting, mail kiosks, and entrance features, but only to the extent, the same are owned, whether in fee simple, as the holder of easement or leasehold rights, or otherwise, by, or dedicated to the Association. The roadways within the Community shall be private Common Area of the Association.

Section 9. “Community” or “The Palms” means the community planned for development upon the property described in Exhibit “A” or any property annexed as provided herein; the said being within Sarasota County, Florida.

Section 10. “County” shall mean Sarasota County, Florida.

Section 11. “Declarant” shall mean D.R. Horton, Incl., a Delaware corporation, or any successor or assignee of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Sarasota County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee. Until such time that all Lots are sold by Declarant, and in the absence of an assignment of all Declarant rights hereunder which is recorded in the Public Records, D.R. HORTON, INC. shall remain the Declarant for the purposes of this Declaration even if a partial assignment of its rights have otherwise been assigned to another party.

Section 12. “Declaration” shall mean this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 13. “Development Period” shall mean the period of time from the date of recording of this Declaration until the Declarant, or its successor or assigns, has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to a third-party purchaser other than Builders.

Section 14. “Governing Documents” means the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community.

Section 15. “HOA Act” shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 16. “Home” is a single-family dwelling constructed upon and including a Lot.

Section 17. “Institutional First Mortgage” is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 18. “Institutional First Mortgagee” is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 19. “Lot” is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 20. “Member” is every person or entity who is a Member in the Association in accordance with Article III.

Section 21. “Operating Expense” shall mean and refer to the actual and estimated expense of maintaining and repairing Common Area and operating the Association, including but not limited to, salaries and management fees, professional fees, service and material costs, telecommunications service costs, costs of supplies and equipment, Association-sponsored social events, and any and all costs relating to the discharge of the Association’s obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives. Notwithstanding anything to the contrary herein, Operating Expenses shall not include reserves.

Section 22. “Owner” is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 23. “Plat” is the Plat of the Palms for the Property, recorded or to be recorded in the Public Records of Sarasota County, Florida, as the same may be amended or re-platted from time to time. The term Plat shall also include any additional plats of property subsequently added to the terms of this Declaration.

Section 24. “Permit” shall mean the Environmental Resource Permit or other permits issued for Surface Water Management System (hereinafter defined) by the WMD (hereinafter defined) and attached hereto as **Exhibit “D”**. Copies of the Permit and any future permit actions of the WMD shall be maintained by the Association for the benefit of the Association and by the Registered Agent of the Association.

Section 25. “Property” is the property described in Exhibit “A”, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 26. “Rules” are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, Common Areas and any improvements located thereon.

Section 27. “Surface Water Management System” shall include, but is not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetland, wetland buffer and upland preservation, and wetland mitigation areas. The Surface Water Management System facilities are located on land that is designated common property on the plat, are located on land that is owned by or dedicated to the Association or located on land that is subject to an easement in favor of the Association and its successors.

Section 28. “WMD” shall mean and refer to the Southwest Florida Water Management District.

The foregoing definitions shall be applicable to this Declaration and to any supplemental declaration hereto or any amendment to this Declaration, unless otherwise expressly provided herein or therein.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration which is located within the County, and which is the property described in Exhibit “A”, and such additions as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration, less the portions thereof dedicated and/or conveyed to other entities.

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery and acceptance of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by all terms and provisions of this Declaration.

Section 3. Additional Property. Additional property may become subject to this Declaration or be withdrawn from the terms of this Declaration in the following manner:

(a) Annexation Without Approval of Class “A” Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members or Institutional Mortgagees. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person said right, privilege, and option to annex additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant. Notwithstanding the foregoing, nothing herein shall be construed as an obligation of Declarant to annex in additional Property to the Community or construct the Community pursuant to the plan of development approved on the date of this Declaration, which may be modified by the Declarant in the future.

(b) Annexation With Approval of Class “A” Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Member the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-

seven (67%) percent of the Class “A” Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of Additional Common Area. Declarant may convey to the Association additional real property which benefits the Association and its Members, or any interest therein, improved or unimproved, and upon conveyance or dedication to the Association and such real property shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members. Annexation of future development phases of the Community, if annexed herein, may result in additional Common Areas being owned and maintained by the Association.

(d) Withdrawal of Property. Declarant shall be entitled, prior to the expiration of the Class B Membership, to withdraw portions of the Property owned by Declarant from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the “Withdrawn Property.” In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Land from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in (i) the reduction of the number of Lots within the Community; (ii) the material reduction of the size of the Lots, Common Areas or Common Area facilities, or (iii) a material change to the scheme of development of the Community. Upon the withdrawal of the Withdrawn Property from the terms and conditions of this Declaration, the Withdrawn Property shall no longer be subject to the terms of this Declaration, including all exhibits hereto, or any other covenants, restrictions and/or regulations provided herein or adopted hereunder, except for those easements, rights-of-way, or other portions hereof which, by their terms, specifically survive the termination of this Declaration, which shall include the withdrawal of such lands from the terms and conditions of this Declaration.

(e) Amendment. This Article II, Section 3 shall not be amended without the prior written consent of Declarant during the Development Period or so long as the Declarant holds Lots for sale in the ordinary course of business.

## ARTICLE III

### MEMBERSHIP

Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration and the HOA Act.

## ARTICLE IV

### VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

Class A. Class A Members shall be those Owners defined in Article III with the exception of the Declarant until the expiration of the Class B Membership when the Class B Memberships convert to Class A Memberships. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership by Article III. When more than one (1) person or entity holds such interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Declarant, its successors and assigns. The Class B member shall be entitled to three (3) votes for each Class A Member vote such that, as long as the Class B membership is in place, the Declarant shall have three times the votes of all Class A Members. Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier, or as otherwise required by Florida law:

- (a) Three (3) months after ninety percent (90%) of Lots in The Palms to be developed have been conveyed to third-party purchasers other than Builders or a successor/assignee Declarant;
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership by delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership;
- (c) As otherwise required by applicable law.

Upon the conversion of the Class B Membership to Class A Membership, the Declarant shall be

entitled to one vote for each Lot they own in the same manner as all other Class A Members.

## ARTICLE V

### PROPERTY RIGHTS

Section 1. Community Common Area. It is anticipated that the Association will own or have easement rights in the property which is commonly Common Area of the Community. The following provisions shall apply to any real property Common Areas now or hereinafter owned by, dedicated to or for the benefit of the Association.

Section 2. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

(a) The right of the Association, in accordance with its Articles of Incorporation and Bylaws, to borrow money for the purpose of improving the Common Area, and in aid thereof to mortgage said Common Area, provided, the rights of such mortgagee in said Common Area shall be subordinate to the rights of the Owners hereunder; the right to mortgage the Common Area provided herein shall not become effective until a Home has been constructed upon each Lot within the Property and each Lot has been conveyed from the Declarant or a Builder to a purchaser. No such rights to mortgage shall be effective unless an affirmative vote of two-thirds (2/3) of the Members other than the Declarant is obtained at a duly notice meeting of the Association.

(b) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes, and subject such Common Area to such conditions as may be agreed to by the Members. No such dedication or transfer, shall be effective unless approved by an affirmative vote of Members entitled to cast two-thirds (2/3rds) of the votes of the Class A membership and two-thirds (2/3rds) of the votes of the Class B membership, if any, has been obtained at duly notice meeting of the Association, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every Member not less than thirty (30) days nor more than sixty (60) days in advance of the duly called meeting at which the vote on such dedication or transfer is held;

(c) The right of the Declarant or the Association to establish, from time to time, certain easements over the Common Area for utilities, broadband communications, cable television and other common services purposes;

(d) The right of the Association to charge reasonable fees for and regulate the use of designated facilities (if any) on the Common Area and to temporarily close facilities for repair or maintenance;

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith, and as additionally reflected on the Plat;

(f) Easements referred to in Article X hereof;

(g) The right to the use and enjoyment of the Common Area and facilities thereon, once construction thereof has been completed, shall extend to all Members and their family, tenants, contract purchasers and invited guests, provided there is delegation of the right of enjoyment in accordance with the Bylaws and subject to regulation from time to time by the Association in its Rules; and

(h) The other provisions of this Declaration, the Articles and Bylaws.

### Section 3. Common Area.

(a) Ownership. The Declarant hereby represents that the fee simple title to the Common Area, if any, has been or will be conveyed by Declarant to the Association and the Association shall maintain the Common Area as of the recording of this Declaration provided, however, it is acknowledged that many areas within the Community may be owned and maintained by the Association, including roadways, signage, ponds and associated stormwater collection and treatment system, common area irrigation, lift stations and landscaping. In addition, any easement granted in favor of the Association shall be maintained by the Association in accordance with the terms of any such grant or dedication as if such easements were Common Areas; provided, however, the use and enjoyment of such easements shall be limited to the purpose for which they were intended. The Association shall be obligated to accept conveyance of any Common Areas or grants of easements from the Declarant or Association as deemed necessary or advisable by Declarant. The Association shall have the right to promulgate rules and regulations for the use of Common Areas and such restrictions shall be enforceable against all Owners and their guests, tenants and invitees.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction), including, but not limited to, all improvements, landscaping, paving, common irrigation systems, and other structures, if installed or constructed by the Declarant, a Builder or the Association, but excepting any public utilities or County improvements and excluding the rights of way, drainage facilities, master irrigation systems, Surface Water Management Systems and other improvements or facilities owned and maintained by the Association. The Association shall be authorized, but not required, to provide other services, such as emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an

Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his or her right to use the Common Areas.

(c) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the Common Areas, which rules and regulations shall be consistent with the rights and duties established by this Declaration. Sanctions for violations of the Rules or these covenants may include reasonable monetary fines levied in accordance with the Declaration and applicable law and suspension of Common Area use rights and of the right to vote. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances, for which the prevailing party would be awarded prevailing party attorneys' fees. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

(d) Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, Builder, their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners other than Declarant, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be operating expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

Section 4. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's or any Builder's development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, Bylaws and Rules in violation of Chapter 720, Florida Statutes, after the Class B Membership has terminated;

(b) Easements of record on the date hereof and any easements which may hereafter be granted by Declarant to any public or private utilities or governmental bodies for the installation and maintenance of cable television, electrical and telephone conduit and lines, sewers or water pipes, or any other utilities or services to any Lots within the Property or any portion of the Common Area or such easements as Declarant may determine are necessary or beneficial for the maintenance or preservation of the Property;

(c) The Declarant and Builders shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant or Builders are engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and Builders shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant and Builders shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant or any Builder, or their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County. This provision shall not, however, be construed to allow Declarant to assign a membership in the Association in a transaction separate from ownership of a Lot. Notwithstanding the foregoing, the Declarant, in its sole discretion, shall also have the right to grant a Builder certain rights reserved hereunder to the Declarant for the purpose of constructing, selling and marketing Homes in the Community and conducting construction, sales and marketing thereof by executing an assignment of rights in favor of the Builder to be kept in the official records of the Association. Any such assignment of rights shall not impose any obligation of the Declarant hereunder on any such Builder unless obligations are expressly assumed by the Builder.

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, the Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any recreational facilities within or upon the Common Area or property owned by the Association or optional facilities on the Common Area or property owned by the Association. Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that title to all portions of the Common Areas owned by Developer shall be transferred to the Association no later than the expiration of the Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (a) all rights of Declarant, Builders and other persons set forth in this Declaration; and (b) any restrictions or limitations contained in the instrument conveying such portion to the Association. THE

ASSOCIATION AND THE MEMBERS SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. NEITHER THE DECLARANT NOR ANY BUILDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN.

Section 5. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 6. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 7. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the WMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the Surface Water Management System for the Property in accordance with the Permit; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System shall be operated and maintained by the Association or its agents, in compliance with all approvals, codes and regulations of governmental authorities and the WMD. Such operation and maintenance shall specifically include all utility costs and equipment related to the obligations hereunder. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the WMD and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, littoral planting and lake maintenance easements which, pursuant to the terms of this Declaration, are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved, by the WMD.

## ARTICLE VI

### COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. Each Owner of any Lot, excepting Declarant and Builders, by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), hereby covenants, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be assessed against Common Area or any personal property which may in the future be owned by the Association) (“**Regular Assessments**” or “**Annual Assessments**”); (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association (“**Special Assessments**”); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots (“**Individual Assessments**”). All such assessments shall be fixed, established and collected from time to time as hereinafter provided. The Regular, Special and Individual Assessments (collectively “**Assessments**”), together with such interest thereon and costs of collection thereof, including attorney’s fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such assessment, together with interest, costs (including applicable late fees), and reasonable attorneys’ fees for its collection, including attorneys’ fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The Assessments to be levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water or utility charges for the Lots and Common Area billed through any master water meter or to the Association; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; the maintenance of the Common Area and any improvements or equipment maintained by the Association; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area; and services and facilities related to the use and enjoyment of the Common Area. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot

in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment levied against such Lot.

Section 3. Basis of Annual Assessments. For the first year of operation of the Association, the Annual Assessment shall be the amount as set forth in the estimated operating budget of the Association for the first year of operation, but in no event shall it exceed \$100.00 per Lot. From and after January of the next operating year, the Annual Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected. Reserve accounts are not being initially provided for herein by the Declarant; however, the Members of the Association may elect to collect reserves after the expiration of the Class B Membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be funded or maintained through the collection of Assessments or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, Builders are exempt from reserve funding obligations for each Lot owned by the Builder during the period of time prior to sale of the Lot to a third-party who is not a Builder or Declarant, and the Declarant is exempt from reserve funding obligations for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section 12 herein.

Section 4. Uniform Rate of Assessment. Unless otherwise provided for herein, both Annual and Special Assessments must be fixed at a uniform rate for all Lots with a Home and may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

Section 5. Special Assessments. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or to cover deficits in the collection of Regular Assessments to cover Operating Expenses of the Association; PROVIDED that any such Special Assessments shall have the assent of a majority of the votes of Members voting in person or by proxy at a meeting duly at which a quorum is attained and called

for this purpose, written notice of which shall be sent to all Members not less than 14 days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called, as provided in Section 5 hereof, the presence of the meeting of Members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership or eligible voting Members shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth in Section 5 and the required quorum at any such subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to a Lot on the earliest of the following events to occur: a) a Certificate of Occupancy being issued for a Home constructed on a Lot; or b) the occupancy by an Owner of a Home constructed on a Lot; or c) the conveyance of the Lot by the Declarant or a Builder to a third party purchaser other than a Builder. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors may institute late payment fees and interest in accordance with the HOA Act for delinquent payment of Assessments. The Association shall upon demand and as required by the HOA Act furnish an estoppel certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board or its agent for the issuance of these certificates.

Section 8. Effect of Nonpayment of Assessments: Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of

payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 9. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements situated thereon in accordance with the terms and conditions of the Declaration and any promulgated Rules in a manner satisfactory to the Board of Directors to a minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant or a Builder (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority 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 the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance performed on behalf of the Lot Owner may be assessed to the Lot as an Individual Assessment for such expense; and said Individual Assessment shall be enforced in the same manner as provided for in Section 8. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to the Common Areas, including recreation or optional facilities, landscaping or sidewalks, such Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; and (c) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida; however, no land or improvements devoted to dwelling use shall be exempt from said Assessments. Lots owned by the Declarant shall be exempt from payment of Assessment during such period of time the Declarant is funding deficits in operating expenses pursuant to Section 12 below and Lots owned by Builders prior to conveyance of the Lots to third-parties are exempt from an obligation to pay Annual, Special or Individual Assessments.

Section 12. Declarant's Right to Deficit Fund Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant or

a successor Declarant is in control of the Association, Declarant shall not be liable for Assessments against Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Chapter 720.308(1)(b), Florida Statutes. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all assessments, Working Fund Contributions, income and other sums and income received or receivable by the Association. The deficit, if any, to be paid by Declarant pursuant to this Section shall be determined by looking at the period of deficit funding as a whole, without regard to quarterly, annual or any other accounting or fiscal periods and without regard to intraperiod allocations. The Declarant may at any time commence to pay Assessments on the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which would not otherwise require deficit funds from the Declarant, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. The Declarant's rights under this Section 12 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

Section 13. Surface Water Management System. The Association is responsible for assessing and collecting fees for the operation, maintenance, inspections and inspection reporting, mitigation and mitigation reporting, and, if necessary, replacement of the Surface Water Management System, which are to be owned and operated by the Association. Fees shall be assessed and collected through annual tax bills in accordance with the Association's estimated operating budget each year.

## ARTICLE VII

### WORKING FUND CONTRIBUTION

Section 1. Working Fund Contribution on Sale by Declarant. At the time of the closing of a Home by the Declarant or a Builder to a third-party purchaser other than a Builder, such third-party purchaser shall pay to the Association the amount of \$200.00 at the time of the conveyance as a Working Fund Contribution. These monies (hereinafter called "**Working Fund Contribution**") shall be the Association's property and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than Assessments. Notwithstanding the foregoing, the Declarant may elect, in its sole discretion to waive the Working Fund Contribution on the initial sale of a Lot and no Working Fund Contribution shall be due from a Builder when a Builder acquires a Lot for the purpose of constructing a Home thereon.

Section 2. Working Fund Contribution on Sale by Owner Other Than Declarant. At the time of the closing of a Home pursuant to a sale by an Owner other than Declarant or a Builder, each purchaser shall pay to the Association the amount of \$200.00 at the time of the conveyance

as a Working Fund Contribution. These monies shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Working Fund Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments. No refund of a Working Fund Contribution will be made on re-sale.

## ARTICLE VIII

### ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. With respect to the approval of the Association, for so long as Declarant has the authority to appoint the entire Board of Directors, Declarant shall have the option to appoint a Board member or other individual ("**Declarant ARC Appointee**") to receive, review and approve or disapprove applications for construction, alterations or additions contemplated by this Article, in lieu of the Board or a committee acting in that capacity. Any reference in Article to "Board" or "Board of Directors" shall mean the Declarant ARC Appointee where such appointment has been made. The Board of Directors of the Association shall approve proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans. If an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved; provided, however, if the Owner resubmits the plans and the Owner's plan are still not approved 45 days thereafter, the plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval ("**Applicant**") shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys' fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys' fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees

and attorneys' fees as provided above) shall also be a *continuing lien* and run with the land on the Owner's Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Association may assign all of its responsibilities under Article VIII to an Architectural Control Committee to be appointed by the Board of Directors of the Association ("ACC").

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant or D.R. Horton, Inc. as a Builder. Notwithstanding anything to the contrary, the Declarant shall have the right to approve any of the foregoing for any Builder in lieu of the Association. The Declarant's review and approval of any Builder plans shall be deemed approval of the ACC and the Association and such approval may not be revoked or modified and any modifications of such approved plans shall only require approval of the Declarant.

## ARTICLE IX

### USE RESTRICTIONS

Section 1. Residential Use. No Lot shall be used for any purpose other than for residential purposes. The occupancy of each Home shall be limited to the maximum number of persons allowable in accordance with Federal Regulations and local ordinances based on the size and configuration of the Home. No building shall be erected altered, placed or permitted to remain on any Lot other than a Home, related appurtenances, and other structures originally constructed by the Declarant, a Builder or in accordance with ACC approval.

Section 2. Temporary Structures No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be placed or used on any Lot without the approval of the ACC. No such structures shall at any time as a residence or appurtenance to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or Builders.

Section 3. Offensive Activity. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. Animals. No animals of any kind, including but not limited to livestock, swine, poultry, reptiles or insects, shall be kept, maintained, or bred on any Lot or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of four (4) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors or under applicable codes or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or four (4) domestic cats (hereinafter "Pets"), shall be permitted to be kept in a Home or Lot, provided such Pets are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, Pets permitted by this Section 4 may be kept on a Lot only so long as such Pets do not constitute a nuisance. The Board of Directors shall specifically have the power to require the removal and relocation of any unauthorized animal and any Pet that is a nuisance, or which has harmed, or which presents a threat of harm, to residents and others in the Community. Each person bringing or keeping an animal within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused by any animal brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after Pets which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Pets belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the Pet when outside the Home. No Pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. The Association shall have the right to promulgate Rules and Regulations relating to Pets and animals and the right to restrict or require removal of any animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all Pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the Pets owned and kept on the Lot, which insurance shall name the Association as an additional insured to the extent such endorsement is available. Proof of such insurance coverage shall be provided by the Owner to the Association upon reasonable request, not more than one time per calendar year. If such coverage is not provided as required herein, the Board of Directors shall have the right to require the animal to be removed from the Lot until the appropriate insurance is obtained. Notwithstanding anything to the contrary contained herein, all restrictions in this Section 4 are subject to the Americans with Disabilities Act and the Fair Housing Act.

Section 5. Signs. During the Development Period, except as otherwise required by applicable law, no sign of any kind shall be displayed to the public view on any Lot, except one sign, subject to prior approval by the Board as to materials and aesthetic features, which sign is not larger than 24' x 24' placed in the ground on the front of the Lot, advertising the property for

sale or for rent. Once the Declarant, or successor Declarant, has conveyed all Lots it owns within the Property, then the size of the signs can be increased as authorized by the Board, with any restrictions regarding the location of signs, as well as the color, materials, and other aesthetic features of such sign set forth in the ARC guidelines or Rules by the Board or ARC. Signs used by the Declarant or Builders to advertise the Property during the Development Period are specifically excluded from the terms of this Section.

Section 6. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. Storage of Property. No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 8. Parking. Parking in the Community is limited to designated driveways, garages and guest parking spaces. There shall be no parking on the grass, the street, or any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Parking on streets may be limited by the Association's Rules and Regulations. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty four (24) hours, except inside of the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant, Builders, or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view except those of visiting contractors making repairs to a Lot or Home and this provision is specifically intended to preclude any Lot Owner from parking their personal commercial vehicle, or that used for employment, in public view. Automobiles issued by the County or other governmental entity (i.e., police cars) shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No

all-terrain vehicles (ATVs) or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas or on any sidewalk. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow-vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and Common Area which are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting. This section shall not apply to vehicles used by Declarant and/or Builders in connection with their development, construction, sales, and marketing activities in the Community.

(a) Owners and operators of low-speed vehicles in the Community, as defined by §320.01(41), Florida Statutes, shall comply with §316.2122, Florida Statutes and any other applicable governmental regulation as well as these covenants and Association Rules. Upon application by a Lot Owner and issuance of a permit and sticker from the Association, compliant low-speed vehicles may be temporarily parked in Common Area parking locations during amenity use and as may be further regulated by the Board of Directors. Low-speed vehicles are not permitted on any sidewalk, grassed, or unpaved area within the Community. Operators of low-speed vehicles shall obey all traffic signs and laws, yield to pedestrians and move to the far right side of the road when approached from behind by a motor vehicle, to allow its safe passage. Low-speed vehicles must be in good working order and equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. Under no circumstances may anything be pulled or towed behind a low-speed vehicle when in use, and the number of passengers is restricted to the specifications of the vehicle manufacturer. All passengers must be seated inside the low-speed vehicle while it is in motion. Owners shall maintain liability insurance for their low-speed vehicle, with the Association as an additional named insured, and shall provide proof of such insurance to the Association upon request. Owners and/or operators will be held personally liable for injuries and damage caused to persons or property associated with the use of a low-speed in the Community. Operators of low-speed vehicles must have a valid state issued driver's license. A violation of any of the provisions of this paragraph or Association Rules governing use of low speed vehicles in the Community may result in suspension or revocation of low-speed vehicle use rights.

Section 9. Septic Tanks. No septic tanks or individual wells will be permitted on any Lot.

Section 10. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors or ARC of the Association in accordance with Article VIII). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. Driveways. No widening of a driveway shall be permitted without prior written ARB and Board, or ARC if appointed, approval, and approval shall not be given for an extension beyond the external side lines of the garage. Any driveway extension and must match the current driveway surface. Driveway stains or surface coatings are not permitted unless such stains are clear. Owners may not change the driveway surface from that installed by the Builder of the Home. Replacement of a driveway must be of the same materials and style as originally installed by the Builder.

Section 12. Window Coverings. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 13. Flags. No flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association will be permitted. The foregoing sentence shall not apply to the Declarant or Builders.

Section 14. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ARC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

Section 15. Business Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or any Builder, administrative

offices of Declarant or Builder, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center, child care facility, assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by Association. The foregoing shall not apply to any platted Lot which is designated for and zoned for commercial use.

Section 16. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ARC as required by this Declaration. The ARC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("FCC") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

Section 17. Fences. No Owner shall be permitted to install a fence to enclose any portion of the Lot without the prior approval of the Board or ARC in accordance with Article VIII, which shall approve the material, location and height. Any perimeter fences originally installed by the Declarant, any Builder or the Association shall be maintained by the Association for the benefit of all Owners. All other fences located on a Lot or approved fences installed by an Owner or Owners shall be maintained by the Owner or Owners of such benefitted Lots at such Owner's or Owners' sole cost and expense.

Section 18. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the Board or if established, ARC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed upon forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board or ARC may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than in relation to a storm event.

Section 19. Ponds. No Owner shall use any bodies of water located within the Community for recreational purposes, including boating, jet skiing, or any other types of water sports. Swimming in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the lake banks, within the maintenance easements surrounding the lake or rear yards of Lots adjacent to the lakes. The Association has the right to further restrict use of bodies

of water in the Community in promulgated Rules. BY ACCEPTANCE OF A DEED TO A HOME OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ANY WATER BODIES IN THE COMMUNITY MAY VARY FROM TIME TO TIME. THERE IS NO GUARANTEE BY THE DECLARANT OR ASSOCIATION AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, AREAS IN THE COMMUNITY WHICH ARE DESIGNED TO RETAIN WATER, MAY HAVE LITTLE TO NO WATER RETENTION AND WATER LEVELS MAY BE NON-EXISTENT.

Section 20. Open Spaces and Preservation Area. No Owner or other person shall use any of the Open Spaces or Preservation Areas in violation of the use restrictions and prohibitions of the Plat and Conservation Subdivision Open Space Restrictive Covenant.

Section 21. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and marketing of Homes in the Community shall not apply to the Declarant or Builders.

## **ARTICLE X**

### **EASEMENTS**

Section 1. Public Services. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

Section 2. Utilities. Easements for ingress and egress and for the installation and maintenance of all irrigation lines, utilities, surface water management and drainage facilities, lift stations, landscaping, irrigation, fencing, signage, and street lighting are reserved on and over each Lot and the Common Area in favor of the Association and other entities with maintenance responsibilities related to the same. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners. The right is also reserved to the Declarant to unilaterally create additional utility easements by separate instrument as may be required from time to time.

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant or a Builder on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant or Builders, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 4. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 5. Drainage. The Association shall have the responsibility to maintain all Common Area drainage easements, drainage facilities and drainage pipes and equipment within the Property, landscape buffers and easements and to maintain irrigation lines and facilities within the landscape and utility easements, and the expense for same will be an expense of the Association. Notwithstanding the foregoing, Owners shall have the responsibility to maintain Drainage Swales and easements on their Lots. There shall be, and Declarant hereby grants reciprocal, perpetual non-exclusive easements between all adjacent Lots, as easements appurtenant to the Lots, for the natural run-off of rainwater, in accordance with any stormwater management plan which may be applicable to the development of the Community, provided, however, that in no event shall any Owner of any Lot be required to allow stormwater drainage across its Lot in such a manner as shall damage any permanent improvements located thereon. Each Lot is further subject to easements for stormwater drainage reserved to Declarant and the Association as described and/or depicted on the Plat.

Section 6. Maintenance of Easement Areas. Within the easement areas hereby reserved or created, or shown on the Plat of the Community, or within any designated common areas containing any component of the Surface Water Management System, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to modify the Surface Water Management System facilities shall be allowed, and no permanent structure may 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 or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company. Each Lot Owner shall maintain any drainage easement located in the Lot in the manner required by the Association, and/or the Permit; provided, however, if the Lot Owner fails to maintain such easements, the Association shall have the right to enter on the Owner's Lot and perform any necessary maintenance of the same, including without limitation the right to grade, sod or install improvements thereon.

Section 7. Right of Entry. The Association, through its duly authorized employees, agents or contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day to perform such maintenance, replacement or repair of the Surface Water Management System, or any other items, as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

Section 8. Declarant and Builders. An easement is reserved over the Property, including each Lot, in favor of the Declarant and Builders for the purpose of carrying out any obligations of the Declarant or Builders under the terms of this Declaration or any governmental

permit, order or applicable law in connection with the development of the community and construction of Homes therein. In addition, the Declarant and Builders shall also have an easement over, upon, across, and under the Property as may be required in connection with the development of the community and construction of Homes, including the right to use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes. Further, the Declarant and Builders shall have an easement to use all portions of the Property, including Common Areas, for all types of promotional and sales activity in connection with marketing, sales, and leasing of Homes in the Community. The easements created by this section shall be broadly construed and supplement other rights of the Declarant and Builders herein, running with the land until such time as the Declarant and Builders no longer own any Lots in the Community and all of the Declarant's obligations hereunder are satisfied.

Section 9. Conservation Covenant. The Property, as a "Conservation Subdivision" under the *Sarasota County Unified Development Code* and the Rezone Ordinance is subject to the Conservation Subdivision Open Space Restrictive Covenant recorded or to be recorded in the public records of the County. Those Tracts shown and described on the Plat as "Open Space Tracts" shall be restricted as set forth in the Conservation Subdivision Open Space Restrictive Covenant and any amendment or supplement thereto.

Section 10. Public Roadways. No portion of the public roadways within the Community shall be altered without the prior written approval of the Sarasota County Engineer or his or her authorized designee.

## ARTICLE XI

### COVENANTS FOR HOME MAINTENANCE

Section 1. Maintenance of Homes. Each Lot Owner shall be responsible for maintaining, repairing, and replacing the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition. Further, the Lot Owner shall be responsible for maintenance, repair or replacement of fixtures and equipment related to such improvements, including, but not limited to any air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Declaration or the Rules. The Lot Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article VIII hereof. It will also be the duty of each Lot Owner to maintain in good repair any driveway servicing a single Lot. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. Unless otherwise provided, it shall be the duty of each Owner to perform regular and routine lawn maintenance as well as regularly cut the grass located on the Lot Owner's Lot at the Owners' expense. The Lot Owner shall promptly replace any grass that has died or otherwise requires replacement. In the event an Owner fails to adequately maintain the lawn, cut the grass on the Lot or replace dead grass, after reasonable notice and the opportunity to do the required maintenance, the Association shall have the right to enter upon the Lot and perform necessary lawn maintenance or cut the grass. The Association is hereby granted an

easement over and across the Lot Owner's Lot for the purpose of maintaining and cutting the grass, if necessary, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the lawn and landscaping on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot. The remedy provided hereunder is not exclusive. The Association may levy fines and or seek equitable and other relief in the courts as otherwise provided in this Declaration.

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Community Common Areas and within any landscape easements or buffers at the Association's expense. The cost of maintenance of such portion of the irrigation system shall be assumed by the Association for the benefit of the entire Property and such costs shall be considered with the budget as part of grounds' maintenance. Unless otherwise provided, it shall be the duty of each Owner to maintain any irrigation line, sprinkler heads, timers or other equipment located on and servicing a Lot at the Owners' expense, it being hereby acknowledged that not all Lots within the Community may be serviced by on-Lot irrigation lines. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing the irrigation system, if applicable. No Lot Owner shall place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for payment of water charges, which may be billed by separate meter to each Owner or billed to the Association through a master meter and paid as a Common Expense. Further, each Lot Owner shall be responsible for any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot, the Common Area, or within a landscape easement or buffer caused by the Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Each Owner acknowledges that due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Lot Owner's responsibility to treat and remove any such staining at the Lot Owner's expense. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the irrigation system on the Owner's Lot (excepting any portion within a dedicated landscape easement or buffer) and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot.

Section 4. Landscaping. The Association shall be responsible for the maintenance of landscaping within Common Areas only. Such maintenance shall include routine trimming, weeding and pruning of the landscaping. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining Common Area landscaping in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape easement is intended to fulfill required landscape buffers of adjacent properties. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Each Owner shall be solely responsible for all maintenance and replacement of all landscaping installed on the Lot, unless such landscaping is part of an easement or buffer and required to be maintained by a governmental agency. Owner shall perform routine trimming, weeding and pruning of landscaping on the Lot and shall replace

any dead or dying landscaping promptly. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work.

Section 5. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, windstorm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on the anniversary date thereof. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured.

Section 6. Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Homes to be painted every five to seven years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three years. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes in the Community and each Owner shall have at least 120 days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly notice meeting, the Association may enter into a contract for painting or pressuring washing of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Lot Owner fails or refuses to paint or pressure wash its Home or other improvements as required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

## ARTICLE XII

### COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon,

for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgage encumbering any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments and 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 (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot 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. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment or Individual Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days' notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

### ARTICLE XIII

#### RENTAL PERIOD, LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Rental Period. Declarant reserves unto itself, its successors and assigns, and those persons or entities designated by written acknowledgement of Declarant as an operator (each, an “**Operator**”), the right, authority and power to rent each, any or all such Homes located on Lots owned by Declarant or Operator, under such terms as Declarant or Operator, as applicable, in its sole discretion may decide, for so long as Declarant and/or Operator own all of the Lots in the Community (“**Rental Period**”). During the Rental Period, Declarant may, in its sole discretion, dispense with and/or waive any or all Association procedural requirements established by this Declaration, the Articles of Incorporation, and/or the Bylaws, except those procedures and acts which the Association is required by law to perform. In the event during the Declarant Rental Period Declarant dispenses with and/or waives any Association procedural requirement, no right under such dispensed or waived Association procedural requirement shall inure or accrue to any tenant, occupant or invitee of any Lot or Home.

Section 2. Leasing. Upon termination of the Rental Period, all leases shall be in writing and reviewed by the Association prior to the effective date of the lease. The lease shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by the tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and applicable rules and regulations, if any. The Owner or lessee requesting the review shall pay to the Association a fee of One Hundred and No/100 (\$100.00) Dollars or the maximum amount permitted by the Florida Statutes, whichever is greater, to cover the costs of reviewing the lease and examining records. No lease shall be for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The prior written review of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may require that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month’s rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with Federal Law and applicable local codes regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner’s sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration,

the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law. The provisions of this Subsection (b) are suspended and of no force and effect during the Rental Period.

## ARTICLE XIV

### WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Surface Water Management System. The Association shall own, operate and maintain the Surface Water Management System. The Association is intended to exist in perpetuity. However, should the Association dissolve, the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Area shall be conveyed to one of the following: (i) local governing unit, municipal service taxing unit or special taxing unit, (ii) active water control district created pursuant to Chapter 298, Florida Statutes, drainage district created by special act, special district defined in Chapter 189, Florida Statutes, community development district created pursuant to Chapter 190, Florida Statutes, special assessment district created pursuant to Chapter 170, Florida Statutes, or water management district created pursuant to Chapter 373, Florida Statutes, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, stormwater, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "**Approved Entity**"). The Approved Entity must have the powers listed in Section 12.3.4(b)1. through 8. of the WMD Applicant Handbook Volume 1 effective June 1, 2018 (the "**WMD Handbook**"), the covenants and restrictions required in Section 12.3.4(c)1. through 9. of the WMD Handbook, and the ability to accept responsibility for the operation and maintenance of the system described in Section 12.3.4(d)1. or 2. of the WMD Handbook. In the event the WMD Handbook is revised, the entity assuming ownership and control of the Surface Water Management System Facilities must be of the type and have the powers in listed in the WMD Handbook or otherwise required by the WMD at the time of such conveyance.

Section 2. Amendments Pertaining to Surface Water Management System. Any amendment of this Declaration which would affect the Surface Water Management System or the responsibility of the Association, or its agents, to maintain, or cause to be maintained, the Surface

Water Management System must be approved in writing by the Association, SWFWMD, and the Sarasota County, Florida Engineer or his or her authorized designee. The amendment may not be finalized until any necessary approval is obtained.

Section 3. Surface Water Management.

(a) No Owner or any other person or entity shall do anything to adversely affect or alter the Surface Water Management System and/or drainage of the Property without the prior written approval of the Association, Sarasota County Engineer or his or her authorized designee, and any other controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the Surface Water Management System, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted without the consent of the Association, Sarasota County or WMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, the Association, Sarasota County, the WMD, and any appropriate governmental agency that may require access. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the Association, Sarasota County and WMD. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, wetlands buffers and upland preservation areas, wetland mitigation areas, and drainage easements described in the Permit or Plat, unless prior written approval is received from the Association, Sarasota County and WMD. If such actions are permitted by the Association, Sarasota County and WMD, the Declarant or the Association, as applicable, may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in Surface Water Management Areas are strictly prohibited.

(b) In the event the Association, or any successor organization, shall fail to adequately maintain the Surface Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the Surface Management System. All expenses incurred by Sarasota County in maintaining the Surface Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by Sarasota County. The rights of Sarasota County contained in this restriction shall be in addition to any other rights Sarasota County may have in regulating the operation and development of the Community.

Section 4. Drainage Swales. A drainage swale may be constructed upon each Lot for the purpose of managing and containing the flow of surface water if any, found upon such lot from time to time (“**Drainage Swale**”). Each lot owner, including Builders, shall be responsible for the maintenance, operation and repair of any Drainage Swale on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the Drainage Swales to provide drainage, direct water flow, water storage, conveyance or other stormwater management capabilities as permitted by the WMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the Drainage Swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human- induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located. In the event a Lot Owner fails to maintain or repair the Drainage Swale on the Owner’s Lot in accordance with this Section 4, the Association, upon reasonable advance notice and opportunity to cure, may, through its employees, agents, or contractors, enter upon the Lot and perform such maintenance and repairs at the Owner’s sole expense. All such costs shall be deemed an Individual Assessment on such Lot. The remedy provided hereunder is not exclusive. The Association may levy fines and or seek equitable and other relief in the courts as otherwise provided in this Declaration

Section 5. Wetland Areas. The Plat contains wetlands, wetland buffers and upland preservation areas which are regulated in accordance with Section 706 of the Sarasota Land Development Code. Unless permitted by the Land Development Code, the following acts are expressly prohibited within wetlands and wetland buffer areas without prior written consent of Sarasota County: (1) “Development”, as defined by the Land Development Code, (2) construction or placing of buildings, roads, signs, billboards or other advertising, or other structure on or above the ground, (3) construction or placing of utilities on, below or above the ground without appropriate local, state and federal permits or authorizations, (4) dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly or offensive materials (5) removal, mowing or trimming of trees, shrubs or other vegetation, (6) application of herbicides, pesticides, or fertilizers, (7) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substances in such a manner as to affect the surface, (8) surface use except for purposes that permit the land or water areas to remain in its natural condition, (9) planting of vegetative material that is not native to the Southwest region of Florida, (10) any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, and (11) acts or uses detrimental to such retention of land or water areas. If wetland mitigation monitoring is required by the Permit and if the Association is responsible thereunder to carry out such obligation, the rules and regulations of the Association shall state that it will be the Association’s responsibility to complete the task successfully, including meeting all conditions associated with mitigation maintenance and monitoring.

Section 6. Littoral Areas. The ponds and wetlands within the Community may contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the WMD. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp.

Section 7. Rights of Enforcement. The WMD, the Association, the Association, the Declarant and each Owner shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation, monitoring, repair and replacement of the Surface Water Management System. Notwithstanding the foregoing, the WMD has the right to take enforcement action, including a civil action for injunction and penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System facilities or the mitigation or conservation areas under the responsibility or control of the Association.

Section 8. WMD Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as **Exhibit "D"**. Copies of the Permit and any future permit actions of the WMD shall be maintained by the Association or Registered Agent of the Association for the benefit of the Association.

## ARTICLE XV

### INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Common Areas and the Association Property, to the extent provided in this Article XV shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Board of Directors has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Areas including any structures thereon, and all fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risk as from time to time are customarily covered with respect to the Common Areas and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Common Areas or Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include “severability of interest” in its terms, a specific endorsement must be obtained to preclude the insurer’s denial of an Owner’s claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen’s Compensation Insurance. The Association shall obtain workmen’s compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors’ and officers’ liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Fidelity Bond/Theft Insurance. The Association shall obtain insurance or a fidelity bond for all persons who control or disburse funds of the Association, with coverage in the amount of the maximum funds that will be in the custody of the association or its management at any one time.

(j) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association’s Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a

mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

## ARTICLE XVI

### GENERAL PROVISIONS

Section 1. Covenants Run with Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant, Builders, or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any Lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, for which the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

The Association shall not be obligated to take action to enforce any covenant, restriction or rule which the Board reasonably determines is, or is likely to be construed as, inconsistent with applicable law, or in any case in which the Board reasonably determines that the Association's position is not strong enough to justify taking enforcement action. Any such determination shall not be construed as a waiver of the right to enforce such provision under other circumstances or estop the Association from enforcing any other covenant, restriction or rule.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of not less than thirty (30) years from the date this Declaration is recorded, after which time said covenants, as amended from time to time, shall automatically renew for successive thirty (30) year periods, or if required by the law then in effect, be extended for successive periods in accordance with Florida Statutes, Chapters 720 and 712, as amended from time to time. In the event the Association ceases to exist, except as provided in Article XIV, Section 1 herein, any Owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association

and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

**Section 5. Amendment.** So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners, subject to the terms and conditions herein. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than seventy-five (75%) percent of the Lot Owners present in person or by proxy at duly notice meeting for the purpose of voting on such amendment. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the Surface Water Management System must receive prior written approval of the South Florida Water Management District. Any amendments must be properly recorded in the Public Records of Sarasota County, Florida. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights D.R. Horton, Inc., as Builder, unless such amendment receives the prior written consent of D.R. Horton, Inc., which consent may be withheld for any reason whatsoever. So long as D.R. Horton, Inc. owns any portion of the Property, any amendment to this Declaration shall require the prior written approval of D.R. Horton, Inc., such consent not to be unreasonably withheld, conditioned or delayed. Any purported amendment without such approval shall be deemed void and of no force and effect unless subsequently approved by a written consent signed by D.R. Horton, Inc. and recorded in the Public Records of the County.

**Section 6. Remedies for Violation.** In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a meeting of a committee of the Association seated for the purpose of hearing such violation matters, at which time the Owner may present reasons why a fine(s) should not be imposed. At least fourteen (14) days' notice of such meeting shall be given.

(b) **Hearing:** The alleged non-compliance shall be presented to the committee after which the committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than fifteen (15) days after the committee's meeting.

(c) **Amounts:** The Board of Directors (if the committee's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

(f) Application of Proceeds. All monies received from fines shall be allocated as directed by the Board of Directors of the Association.

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fine paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys' fees incurred by the Association shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development (“HUD”) as a Planned Unit Development, as long as there is a Class B membership, the following actions may require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant, may not exceed three (3) years. Any such agreement must allow for the termination by either party without cause, but in such event, may provide for payment of a termination fee on sixty (60) days or less written notice.

Section 11. Declarant’s Disclaimer of Representations. Notwithstanding anything to the contrary herein, neither the Declarant nor any Builder makes any warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant and any Builder harmless therefrom.

Section 12. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Community designed to make the Property safer than it otherwise might be. Neither the Association, Builder, the original Declarant, nor any successor Declarant shall in any way be considered insurers or guarantors of security within the Community, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system or measures, including any mechanism or system for limiting access to the Property, cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants and all occupants of their Homes that the Association, its Board of Directors and committees, Builder, Declarant, and any successor Declarant are not insurers and that *each* Person using the Property assumes all risks of personal injury and loss or damage to property, including Homes and the contents of Homes, resulting from acts of third parties.

Section 13. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the

address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time. Notices may alternatively be transmitted to owners electronically for those Owners who provide written notice to the Association of such election, in accordance with the HOA Act.

Section 14. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 15. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 16. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION, THROUGH ITS BOARD OF DIRECTORS AND PURSUANT TO THE HOA ACT, IS NOT OBLIGATED TO BUT MAY ENTER TO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS AND AN OPERATING EXPENSE OF THE ASSOCIATION. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT, BUILDERS AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 17. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO HOA ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT, BUILDERS, AND THEIR AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 18. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED

(EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

*Section 19. Notices and Disclaimers as to Water Bodies and Wildlife.* THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, BUILDERS, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY 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. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE COMMUNITY NOT

SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

IN WITNESS WHEREOF, D.R. HORTON, INC. has executed this Declaration, this 28<sup>th</sup> day of November, 2022.

Signed, sealed and delivered in the presence of:

D.R. Horton, Inc. a Delaware corporation,

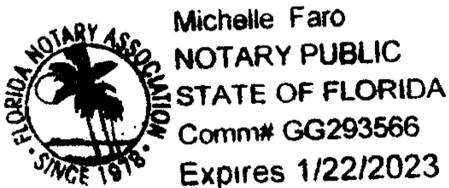
Breanna Rogers  
Name: Breanna Rogers

By: Nicolas Aparicio  
Name: Nicolas Aparicio  
Title: Vice President

Michelle Faro  
Name: Michelle Faro

STATE OF FLORIDA  
COUNTY OF ~~HILLSBOROUGH~~  
Sarasota

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 28<sup>th</sup> day of November, 2022, by Nicolas Aparicio, as Vice President of D.R. Horton, Inc., a Delaware corporation, on behalf of said corporation, who is  personally known to me or  produced the following identification



(NOTARY SEAL)

Michelle Faro  
Notary Signature

Michelle Faro  
Notary Name [Printed/Typed/Handwritten]  
Notary Public, State of Florida at Large  
My Commission Expires: 01.22.23

**JOINDER**

The Palms Community Association, Inc., a Florida corporation not-for-profit, whose mailing address is 5901 N. Honore Ave Ste 250, Sarasota, FL 34243, hereby approves and joins in the Declaration of Covenants, Restrictions, Conditions and Easements of The Palms and the Exhibits attached thereto and agrees to be bound by the terms thereof and will comply with and perform the terms and conditions of the Declaration.

**In Witness Whereof**, The Palms Community Association, Inc., has executed this Joinder on this 22nd day of November, 2022.

Signed, sealed and delivered  
in the presence of:

The Palms Community Association, Inc., a  
Florida corporation not-for-profit

Breanna Rogers  
Name: Breanna Rogers

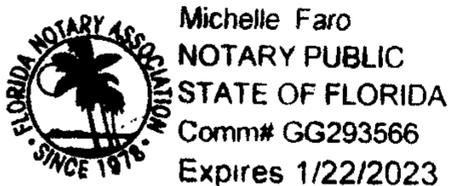
By: [Signature]  
Name: Ryan Zook, as President

(Corporate Seal)

Michelle Faro  
Name: Michelle Faro

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization this 22nd day of November, 2022, by Ryan Zook, as President of The Palms Community Association, Inc., a Florida corporation not-for-profit, on behalf of said Corporation, who is  personally known to me or  produced the following identification \_\_\_\_\_.



(NOTARY SEAL)

Michelle Faro  
Notary Signature

**Michelle Faro**

Notary Name [Printed/Typed/Handwritten]

Notary Public, State of Florida at Large

My Commission Expires: 01.22.23

EXHIBIT "A"

PROPERTY

ALL OF TRACT 42, AND A PORTION OF TRACTS 40 AND 41 OF PALMER FARMS, FIFTH UNIT, AS RECORDED IN PLAT BOOK 3, PAGE 15 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, LAND SITUATED IN SECTION 29, TOWNSHIP 36 SOUTH, RANGE 19 EAST, SARASOTA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF SAID TRACT 41; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TRACT 41, N.00°24'22"E., 20.06 FEET; THENCE DEPARTING SAID EAST BOUNDARY LINE 85°09'15"W., 617.07 FEET; THENCE N.00°27'11"E., 751.79 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF RIM ROAD (A 50' RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY RIGHT OF WAY THE FOLLOWING THREE (3) COURSES: (1) N.62°33'50"E., 594.59 FEET; (2) THENCE S.88°28'18"E., 88.85 FEET TO THE NORTHEAST CORNER OF SAID TRACT 41; (3) THENCE S.88°19'01"E., 396.50 FEET TO THE NORTHEAST CORNER OF SAID TRACT 42; THENCE DEPARTING SAID SOUTHERLY RIGHT OF WAY, ALONG THE EAST BOUNDARY LINE OF SAID TRACT 42, THENCE S.00°25'12"W., 1,117.49 FEET TO THE SOUTHEAST CORNER OF SAID TRACT 42 ON THE NORTHERLY RIGHT OF WAY LINE OF PALMER BOULEVARD (RINGLING BOULEVARD HAVING A 60 FOOT RIGHT OF WAY PER SAID PALMER FARMS, FIFTH UNIT); THENCE ALONG SAID NORTHERLY RIGHT OF WAY LINE THENCE N.85°09'15"W., 397.32 FEET TO THE POINT OF BEGINNING SAID LANDS CONTAINING 23.26 ACRES, MORE OR LESS.

EXHIBIT "B"

ARTICLES

2/1/22, 2:00 PM

Division of Corporations

**122000042031 853**  
Florida Department of State  
Division of Corporations  
Electronic Filing System

**Note: Please print this page and use it as a cover sheet. Type the fax audit number (shown below) on the top and bottom of all pages of the document.**

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**Note: DO NOT hit the REFRESH/RELOAD button on your browser from this page. Doing so will generate another cover sheet.**

To: Division of Corporations  
Fax Number : (850)617-6381

From: Account Name : HAND ARENDALL HARRISON SALE LLC  
Account Number : I20190000128  
Phone : (850)769-3434  
Fax Number : (850)769-6121

**\*\*Enter the email address for this business entity to be used for future annual report mailings. Enter only one email address please.\*\***

Email Address: \_\_\_\_\_

**FLORIDA PROFIT/NON PROFIT CORPORATION**

**The Palms Community Association, Inc.**

Certificate of Status	0
Certified Copy	0
Page Count	09
Estimated Charge	\$70.00

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**T. SCOTT**

**FEB 02 2022**

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**ARTICLES OF INCORPORATION FOR  
The Palms Community Association, Inc.  
(a corporation not-for-profit)**

The undersigned, acting as Incorporator(s) of a corporation pursuant to Chapter 617, Florida Statutes, and Chapter 720, Florida Statutes, adopt(s) the following Articles of Incorporation:

**ARTICLE I - NAME**

The name of the corporation shall be **The Palms Community Association, Inc.**, a Florida corporation not-for-profit (the "Association").

**ARTICLE II - DEFINITIONS**

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of The Palms (the "Declaration") recorded, or to be recorded, among the Public Records of Sarasota County, Florida by D.R. Horton, Inc. a Delaware corporation, 12602 Telecom Drive, Tampa, Florida 33637, (the "Declarant"), and shall have the same meaning or definition ascribed thereto in the Declaration.

**ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS**

The principal place of business and mailing address of the corporation shall be 12602 Telecom Drive, Tampa, Florida 33637.

**ARTICLE IV - PURPOSE(S)**

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720, as amended from time to time ("the HOA Act") of the laws of the State of Florida. The Association is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720 of the laws of the State of Florida. The purposes for which the corporation is organized are to: (i) provide for ownership, operation, maintenance and preservation of the Common Areas and improvements thereon; (ii) perform the duties delegated to it in the Declaration, Bylaws and these Articles; and (iii) administer the interests of the Declarant, Builders, the Association and Owners.

**ARTICLE V - GENERAL POWERS**

The Association shall have all of the powers necessary or desirable to perform the obligations and duties and to exercise the rights and powers set out in these Articles, the Bylaws or the Declaration including, without limitation, the following:

Section 1. To hold funds solely and exclusively for the benefit of the Members for the purposes set forth in these Articles of Incorporation.

Section 2. To promulgate and enforce rules, regulations, bylaws, covenants, restrictions and agreements to effectuate the purposes for which the Association is organized.

Section 3. To delegate power or powers where such is deemed in the interest of the Association.

Section 4. To levy Assessments and other Charges on Lots, collect such Assessments and other Charges from Lot Owner Members, and to use the proceeds thereof in the exercise of its powers and duties.

Section 5. To pay taxes and other charges, if any, on or against the Association Property, excepting Lots not owned by the Association, and the Common Area.

Section 6. To have all express powers conferred upon the Association by the Declaration, Bylaws and Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, Florida Statutes, except as prohibited herein.

Section 7. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

Section 8. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property, except as otherwise expressly limited or prohibited in these Articles, the Declaration, the Bylaws or the HOA Act.

Section 9. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 10. To sue and be sued, and to enforce by legal means the provisions of the HOA Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

Section 11. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 12. To operate and maintain Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System facilities.

Section 13. To contract for services for the operation, maintenance, and management of Common Areas and Property and all other property dedicated to or maintained by the Association.

Section 14. To contract for the management of the Association and to delegate to the party or parties with whom such contract has been entered into the powers and duties of the Association, excepting those which require specific approval of the Board of Directors or the membership of the Association.

Section 15. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

#### ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

Directors shall be elected or appointed in accordance with the provisions of the Bylaws of the Association.

#### ARTICLE VII - MEMBERS

Section 1. Every Owner of a Lot shall be a Member of the Association and subject the terms and conditions of the Declaration. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

Section 2. The Association shall have two classes of voting membership:

Class A. Class A Members shall be all Owners, with the exception of the Declarant during the period of time the Declarant maintains its Class B membership and shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as set forth in the Bylaws.

Class B. The Class B Member shall be Declarant. The Class B Member shall be entitled to three (3) votes for each vote Class A Members are entitled to cast at any time, thus giving the Class B Member a three-fourths (3/4ths) majority of votes in the Association. The Class B Membership shall cease upon the first to occur of the following:

- (a) Three months after ninety (90%) percent of the Lots ultimately planned for the Community have been conveyed to Class A Members (other than Builders); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment; or
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership; or
- (c) As otherwise required by Florida law.

Upon the conversion of the Class B Membership to Class A Membership, the Declarant shall be entitled to one (1) vote for each Lot they own in the same manner as all other Class A Members.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the directors of the Board of Directors.

**ARTICLE VIII - DIRECTORS**

The Board of Directors of the Corporation shall be comprised of at least three (3) directors. The members of the Board of Directors and their street addresses are:

- |                |                                             |
|----------------|---------------------------------------------|
| Ryan A. Zook   | 12602 Telecom Drive<br>Tampa, Florida 33637 |
| John E. Snyder | 12602 Telecom Drive<br>Tampa, Florida 33637 |
| Hal Lutz       | 12602 Telecom Drive<br>Tampa, Florida 33637 |

Those directors appointed to the Board of Directors by Declarant or its designated successor or assigns, need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Declarant shall serve at the pleasure of the Declarant, and may be removed from office, and a successor Director may be appointed at any time by the Declarant.

All of the duties and powers of the Association existing under the HOA Act, the Declaration, these Articles, the Bylaws and the Rules and Regulations (all as amended from time to time) shall be exercised by the Board of Directors or such committees to which authority is given by the Board or pursuant to the HOA Act or the Governing Documents of the Association, subject only to approval by Members when such approval is specifically required.

At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election followin

their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

**ARTICLE IX - OFFICERS**

The Officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other officers as the Board of Directors may from time to time, by resolution, create. Any two or more offices may be held by the same person except the offices of President and Secretary. Officers shall be elected for one (1) year terms in accordance with the procedures set forth in the Bylaws. The names of the Officers who are to manage the affairs of the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

- President: Ryan A. Zook
- Vice President and Secretary: John E. Snyder
- Treasurer: Hal Lutz

**ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS**

The street and mailing address of the Corporation's registered office is 12602 Telecom Drive, Tampa, Florida 33637, and the Registered Agent is D.R. Horton, Inc.

**ARTICLE XI - CORPORATE EXISTENCE**

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities and other dedicated property and related infrastructure shall be shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, as such may be amended from time to time, and be approved by the WMD prior to such termination, dissolution, or liquidation.

**ARTICLE XII - BYLAWS**

The Board of Directors shall adopt Bylaws consistent with these Articles. The Bylaws for the Association will be recorded in the Public Records as originally enacted by Declarant, and as thereafter amended from time to time in accordance with the provisions for amendment set forth therein, consistent with these Articles and with the HOA Act.

### ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION

Amendment of these Articles requires the approval of at least two-thirds (2/3) of the membership votes. Notwithstanding the foregoing; (a) for so long as the Declarant has the right to appoint the entire Board of Directors of the Association, the Declarant or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Declarant owns any portion of the Property, no amendment of these Articles shall make any changes which would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Declarant, unless the Declarant joins in the execution of the amendment.

Such amendments shall be subject to the prior approval required by any appropriate governmental agency. Notwithstanding anything to the contrary herein contained, amendments for correction of scrivener's errors may be made by the Board of Directors of the Association alone without the need of consent of any other person. Notwithstanding the foregoing, matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Additionally, the provisions which are governed by the By-laws of this Association may not be amended except as provided in the Bylaws.

Any amendment to these Articles that would alter the Surface Water Management System Facilities, conservation areas or any water management areas of the Common Areas must have the prior approval of the WMD. Any such proposed amendments must be submitted to the WMD for a determination of whether the amendment necessitates a modification to the WMD Permit. If the proposed amendment necessitates a modification to the WMD Permit, the modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

### ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. **Indemnity.** The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he/she is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorney's fees and appellate attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he/she did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification

possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

**Section 2. Defense.** To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 1 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorney's fees and appellate attorney's fees) actually and reasonably incurred by him/her in connection therewith.

**Section 3. Advances.** Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article XIV.

**Section 4. Miscellaneous.** The indemnification provided by this Article XIV shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

**Section 5. Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

#### **ARTICLE XV- TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED**

**Section 1.** With the exception of Directors and Officers appointed by the Class B Members, any financial or familial interest of an Officer or Director in any contract or transaction between the Association and one (1) or more of its Directors or Officers, or between the Association and any other corporation, partnership, association or other organization in which one (1) or more of its Directors or Officers are directors or officers, or have a financial interest, shall be disclosed, and further shall not be voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or committee thereof which authorized the contract or transaction or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

**Section 2.** Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee which authorized the contract or transaction but must abstain from voting on the issue.

ARTICLE XVI - DISSOLUTION

The Association may be dissolved if three-fourths (3/4) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVII- INCORPORATOR

The name and address of the Incorporator is:

Name: D.R. HORTON, INC.  
Address: 12602 Telecom Drive  
Tampa, Florida 33637

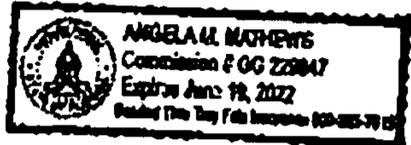
IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 1 day of February, 2022.

D.R. HORTON, INC., a Delaware corporation

By: [Signature]  
John E. Snyder, Vice President

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of February 2022, by John E. Snyder, as Vice President of D.R. HORTON, INC., a Delaware corporation, on behalf of the corporation. He/She is  personally known to me or has  produced \_\_\_\_\_ as identification.



(NOTARY SEAL)

[Signature]  
Notary Public Signature

Notary Name [Printed/Typed/Handwritten]  
State of Florida  
Commission Expires: \_\_\_\_\_

**REGISTERED AGENT**

The undersigned hereby accepts appointment as Registered Agent of The Palms Community Association, Inc., a Florida corporation not-for-profit this 1 day of February, 2022.

D.R. HORTON, INC., a Delaware corporation

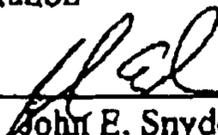
By:   
John E. Snyder, Vice-President

EXHIBIT "C"

BYLAWS

**BYLAWS OF  
THE PALMS COMMUNITY ASSOCIATION, INC.**

*A corporation not-for-profit organized  
under the laws of the State of Florida*

1. Identity. These are the Bylaws of The Palms Community Association, Inc., (the “Association”), a corporation not for profit incorporated under the laws of the State of Florida and organized for the purpose of administering the Community known as The Palms located in Sarasota County, Florida (the “Property”).
  - 1.1 Principal Office. The principal office of the Association shall be at 5901 N. Honore Avenue, Suite 250, Sarasota, Florida 34243, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
  - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
  - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word “Florida,” the words “Corporation Not for Profit,” and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the “Bylaws” and the Articles of Incorporation of the Association as the “Articles.” The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of The Palms (the “Declaration”), unless herein provided to the contrary, or unless the context otherwise requires.
3. Waiver During Rental Period. Notwithstanding any other provision herein, during the Rental Period, as defined in the Declaration, the provisions set forth herein and the HOA Act relating to (1) meetings, (2) notices, (3) quorum, (4) voting, (5) official records (except as to records to be made available to Tenants under the HOA Act), (6) budgets, and otherwise, excepting any procedure or act which the Association is required by law to perform for the benefit of any Owner or person other than Declarant, may be waived by Declarant, with the consent of any Operator.
4. Members. The members of the Association (“Members”) shall be as specified in the Articles and Declaration.
  - 4.1 Meetings. Except as provided in Section 3.2 herein, following termination of the Rental Period, Members’ meetings shall be noticed and conducted in accordance with the HOA Act.
  - 4.2 Action Without A Members’ Meeting. Anything to the contrary herein notwithstanding, during the Rental Period, any action herein required to be taken at any meeting of the Directors, may be taken by Declarant, with the consent of the Operator, as applicable, without a meeting, without prior notice and without a vote.

5. Directors

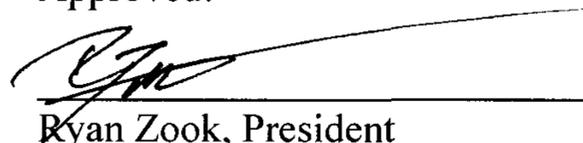
- 5.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) Directors. During the Rental Period, all Directors shall be appointed by the Declarant and such Directors may make decisions by agreement of a majority or as otherwise directed and authorized by Declarant. Directors appointed by Declarant need not be Owners and need not reside in the state of Florida.
- 5.2 Declarant Control Period; Turnover. Prior to Turnover and at such time as 50% of the Lots ultimately planned for the Community are owned by a person or entity other than a Declarant, Operator or a Builder, the Members other than the Declarant are entitled to elect one (1) member of the Board of Directors (a "Pre-Turnover Director"), provided such Members exercise this right.
- 5.3 Until a majority of the Directors are elected by Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
- 5.4 Election of Directors. The election of Directors to fill vacancies at such time when Declarant is no longer authorized to appoint Directors, shall be conducted in accordance with Chapter 720.306, Florida Statutes, and by secret ballot in the manner described in the Florida Condominium Act, Chapter 718, Florida Statutes.
- 5.5 Term. Except as provided herein to the contrary, the term of each elected Director's service shall extend until the annual meeting of the Members two (2) years from the date of such Director's election and subsequently until his/her successor is duly elected and qualified, or until he/she is removed in the manner elsewhere provided.
- 5.6 Officers/Organizational Meeting. Officers shall be appointed by Declarant for so long as Declarant has the right to appoint a majority of the Board. Thereafter, a President, Vice-President, Secretary and Treasurer shall be elected by a majority of the Board at an organizational meeting following the meeting at which there was an election for one or more Board vacancies. The organizational meeting of newly-elected or appointed members of the Board shall be held immediately following or within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.
- 5.7 Directors' Meetings. Except as provided in Section 4.7 herein, following termination of the Rental Period, directors' meetings shall be noticed and conducted in accordance with the HOA Act.
- 5.8 Action Without a Directors' Meeting. Anything to the contrary herein notwithstanding, during the Rental Period, any action herein required to be taken at any meeting of the Directors, may be taken by Declarant, with the consent of the Operator, as applicable, without a meeting, without prior notice and without a vote.

6. Amendments. These Bylaws may be amended in the following manner:
  - 6.1 During the Rental Period and prior to Turnover, Declarant shall have the unilateral right to amend these Bylaws without the consent of other Owners or mortgagees.
  - 6.2 Following Turnover, these Bylaws may be amended by majority vote of the voting interests present at a Members' meeting in person or by proxy where a quorum has been established.
7. Rules and Regulations. The Board or Declarant (if during the Rental Period) may, from time to time, adopt, modify, amend or add to reasonable rules and regulations ("Rules") concerning the use and operation of the Property.
8. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
9. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
10. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.

The foregoing was adopted as the Bylaws of THE PALMS COMMUNITY ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 22nd day of November, 2022.

**THE PALMS COMMUNITY  
ASSOCIATION, INC.**

Approved:

  
\_\_\_\_\_  
Ryan Zook, President

Attest:

\_\_\_\_\_  
Nicolas Aparicio, Secretary

EXHIBIT "D

PERMIT



An Equal  
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Employer

# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899

(352) 796-7211 or 1-800-423-1476 (FL only)

WaterMatters.org

#### **Bartow Office**

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

#### **Sarasota Office**

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

#### **Tampa Office**

7601 U.S. 301 North (Fort King Highway)  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

December 07, 2020

DR Horton  
Attn: Darren Saltzberg  
12602 Telecom Drive  
Tampa, FL 33637

Subject: **Notice of Intended Agency Action - Approval**  
Petition for Formal Determination of Wetlands and Other Surface Waters  
Petition No.: 795389/42031536.001  
Project Name: The Palms  
County: Sarasota  
Sec/Twp/Rge: S29/T36S/R19E

Dear Permittee:

The Southwest Florida Water Management District (District) has completed its review of the petition for Formal Determination of Wetlands and Other Surface Waters. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the petition.

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

If you have any questions or concerns regarding the application or any other information, please contact Lisa Bowers at the Tampa Service Office, extension 2099.

Sincerely,

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

cc: Ardurra Group, Inc.  
Joel Christian  
Yeshua's Love Biblical Fellowship of Sarasota, Florida, Inc.



An Equal  
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Employer

# Southwest Florida Water Management District

**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)

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

December 07, 2020

DR Horton  
Attn: Darren Saltzberg  
12602 Telecom Drive  
Tampa, FL 33637

Subject: **Notice Agency Action Letter - Approval**  
Petition for Formal Determination of Wetlands and Other Surface Waters  
Petition No.: 795389/42031536.001  
Project Name: The Palms  
County: Sarasota  
Sec/Twp/Rge: S29/T36S/R19E

Dear Permittee:

The Southwest Florida Water Management District (District) is in receipt of your petition for Formal Determination of Wetlands and Other Surface Waters. Based upon a review of the information you submitted, the petition is approved. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the petition described in this letter.

Approved surveys are available for viewing or downloading through the District's Application and Permit Search Tools located at [www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx](http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx).

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, is available from the District's website at [www.WaterMatters.org/permits/noticing](http://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, Lisa Bowers at the Tampa Service Office, extension 2099.

Sincerely,

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

Enclosures:   Approved Formal Determination of Wetlands and Other Surface Waters  
                  Notice of Rights

cc:             Ardurra Group, Inc.  
                  Joel Christian  
                  Yeshua's Love Biblical Fellowship of Sarasota, Florida, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
FORMAL DETERMINATION OF WETLANDS AND OTHER SURFACE WATERS  
No. 795389/42031536.001**

**EXPIRATION DATE:**  
December 7, 2025

**FORMAL DETERMINATION ISSUED DATE**  
December 7, 2020

This Formal Determination of Wetlands and Other Surface Waters No. 795389/42031536.001 is issued under the provisions of Section 373.421, Florida Statutes, (F.S.), and 62-330.201, Florida Administrative Code, (F.A.C.). This Formal Determination consists of the District's determination of the locations on the property of the landward extent (boundaries) of wetlands and other surface waters based on the documentation consisting of a certified survey submitted by the Petitioner. This Formal Determination does not authorize any construction activities or constitute conceptual approval of any anticipated projects. Construction, alteration, operation, removal or abandonment of a surface water management system requires a permit from the District pursuant to Rule 62-330.020, Florida Administrative Code, (F.A.C.), and Section 373.413, Florida Statutes, (F.S.), unless exempt pursuant to 62-330.051 or 62-330.0511, F.A.C., or 373.406, F.S. This Formal Determination does not in any way establish boundaries of sovereign submerged lands.

**PROJECT NAME:** The Palms

**GRANTED TO:** DR Horton  
Attn: Darren Saltzberg  
12602 Telecom Drive  
Tampa, FL 33637

**ABSTRACT:** The landward extent of wetlands and other surface waters was established by Joel Christian of Ardurra. These boundaries were identified by applying the criteria within Chapter 62-340, F.A.C. Verification of the wetland and surface water boundaries were conducted August 24, 2020, by District Environmental Scientist Lisa Bowers. A certified survey, signed and sealed by Christopher Howson (PSM No. LS6553), that depicts the wetland and surface water boundaries was received December 2, 2020. This survey indicates a survey date of December 1, 2020. The 23.26-acre site contains 5.54 acres of wetlands and surface waters.

**COUNTY:** Sarasota

**SEC/TWP/RGE:** S29/T36S/R19E

**PROJECT ACRES:** 23.26

**WETLAND AND OTHER  
SURFACE WATER ACRES:** 5.54

**CURRENT LAND USE:** AGRICULTURE

**DATE PETITION FILED:** July 22, 2020

Pursuant to Subsection 373.421 (4), F.S., the Governing Board may revoke the Formal Wetland Determination upon a finding that the Petitioner has submitted inaccurate information to the District.

The Formal Wetland Determination shall be binding for the stated duration provided physical conditions on the property do not change so as to alter the boundaries of wetlands and other surface waters during that period.

Documents depicting the landward extent (boundaries) of wetlands and other surface waters are hereby incorporated into this petition by reference and the Petitioner shall comply with them. These documents are available for viewing or downloading at [www.WaterMatters.org](http://www.WaterMatters.org).

**David Kramer, P.E.**

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Authorized Signature

## **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 sovereignty 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 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 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](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://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 US Hwy 301, 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](http://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.