

This Instrument Prepared By:
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c/o Leslie D. Sheekley, Esq.
35008 Emerald Coast Parkway
Fifth Floor
Destin, Florida 32451

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF AVALON PARK WEST TOWNHOMES**

This Declaration of Covenants, Conditions and Restrictions is hereby made by **SitEx NR Holding, LLC, a Florida limited liability company**, whose mailing address is 3801 Avalon Park Boulevard East, Suite 400, Orlando, Florida 32828.

WITNESSETH:

SitEx NR Holding, LLC is the owner in fee simple of one or more Lots within the property described in **Exhibit "A"** attached hereto and made a part hereof (the "Property");

SitEx NR Holding, LLC, a Florida limited liability company, is the owner in fee simple of the remaining portions of the Property, which property it intends to convey to D.R. Horton, Inc.;

SitEx NR Holding, LLC, for purposes of this Declaration, will be the Declarant;

D.R. Horton, Inc. and SitEx NR Holding, LLC, intend, but shall not be required, to develop the Property as a residential community and to construct homes upon the property described in Exhibit "A", 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, incorporating the foregoing, Declarant does hereby declare, and D.R. Horton, Inc. does hereby consent and agree, that the Property described in Exhibit A shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as herein 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.

ARTICLE I

DEFINITIONS

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

Section 1. "Articles" means and refer to the Articles of Incorporation of Avalon Park West Townhomes of Wesley Chapel Association, Inc., a not-for-profit Florida corporation, 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. "Association" means Avalon Park West Townhomes of Wesley Chapel Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 3. "Board of Directors" or "Board" shall mean the body responsible for the administration of the Association, as provided in the Bylaws and Articles.

Section 4. "Builder" means any person or entity that purchases more than one Lot from the Declarant or Developer 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. "Bylaws" mean the Bylaws of Avalon Park West Townhomes of Wesley Chapel 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 6. "Common Area" is the property owned or held, whether in fee simple, as the holder of easement or leasehold rights, or dedicated to 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, or Association, which may include, but is not limited to, retaining and perimeter walls, entrance features, street lighting, roads, signage, mail kiosks, irrigation lines and equipment, landscape buffers, and open space. Common Area shall also include the stormwater retention pond described as Tract K in the Drainage Easement, over which the flow of surface and stormwater is permitted from the Property in accordance with the terms and conditions of the Drainage Easement and WMD Permit No 44013559.002 referenced therein.

Section 7. "County" shall mean Pasco County, Florida.

Section 8. "Community" or "Avalon Park West Townhomes" means the townhome community planned for development upon the property described in Exhibit "A" or any property annexed as provided herein; the said being within the County, in the State of Florida.

Section 9. "Declarant" means SitEx NR Holding, LLC, or any successor 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 the County, in the State of Florida. The term "Declarant" is used herein, rather than "Developer" as used in the HOA Act, to mean the entity in control of the Association prior to Turnover. 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.

Section 10. "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 11. "Developer" shall mean SitEx NR Holding, LLC, as the entity responsible for development of the infrastructure of the Property. As described in Section 9 above, use of the term Developer in this Declaration, unless otherwise provided, is not intended to have the same meaning as it is used in the HOA Act with respect to the Association.

Section 11. "Development Period" shall mean the period of time until the Declarant and as applicable, Developer have 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 Declarant.

Section 12. "Drainage Easement" shall mean the Non-Exclusive, Irrevocable Easement for Drainage and for Contribution Towards Maintenance, recorded in the Public Records for Pasco County at Book 9781, Pages 700-705, wherein the "commercial parcel" referenced in such Drainage Easement is the Property described in Exhibit A hereto.

Section 13. "Governing Documents" shall mean the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community, or as otherwise defined in the HOA Act.

Section 14. "HOA Act" shall mean Chapter 720, Florida Statutes, as amended from time to time.

Section 15. "Home" shall mean an attached single-family dwelling, for which a certificate of occupancy has been issued, constructed upon and including a Lot.

Section 16. "Institutional First Mortgage" shall mean a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 17. "Institutional First Mortgagee" shall mean 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 18. "Lot" shall mean 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 19. "Member" shall mean every person or entity who is a Member in the Association by ownership of a Lot or as otherwise provided herein in accordance with Article III herein and the Bylaws.

Section 18. "Operating Expense" shall mean and refer to the actual and estimated expense of 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 under the Drainage Easement; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives, including without limitation costs incurred for the operation, maintenance, repair, replacement, insurance and improvement of the Common Area. Operating Expenses shall not include reserves.

Section 19. "Owner" shall mean 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 20. "Permit" shall mean the Environmental Resource Permit or other permits issued for the Surface Water Management System (hereinafter defined) by the WMD (hereinafter defined).

Section 21. "Plat" is the Plat of the Property recorded or to be recorded in the Public Records of Pasco County, State of 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 by a Supplemental Declaration.

Section 22. "Property" shall mean 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 23. "Rules" shall mean 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 and any improvements located thereon.

Section 24. "Surface Water Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or

otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code and shall include, but are not limited to, all the following surface water management facilities: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas, and includes the Surface Water Management System facilities located on land that is owned by or dedicated to the Association or subject to an easement in favor of the Association and its successors, including but not limited to the Drainage Easement.

Section 25. "Turnover" shall mean termination of the Class B Membership and transfer of operation of the Association by the Declarant, or successor Declarant, to Class A Members.

Section 26. "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 is located in the County, and 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 and acceptance of delivery 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 and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with 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. Notwithstanding the foregoing, nothing herein shall be construed as an obligation of Declarant to annex additional property. However, 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.

(b) Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Membership 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. The Declarant may convey to the Association additional real property, or any interest therein, improved or unimproved, and upon conveyance or dedication to the Association the same 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 additional property or future development phases of the Community, if annexed herein, may result in additional Common Areas being owned and maintained by the Association and conveyance of Common Areas therein shall not require the consent of any other Owner or Builder.

(d) Withdrawal of Property. Declarant shall be entitled 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 Property 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 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. Notwithstanding the provisions of this section, Lots which are the subject of a Lot Purchase Agreement between the Declarant and D.R. Horton or another Builder may not be withdrawn from terms and conditions of the Declaration, unless the Lot Purchase Agreement has been terminated or unless D.R. Horton or other Builder consent in writing to withdrawal of the Lot(s).

(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, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that 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.

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. 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 in accordance with the Bylaws.

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, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier, unless or as otherwise required by Florida law:

- (a) Three months after ninety (90%) percent of the Lots have been conveyed to third-party purchasers, 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.

Notwithstanding the foregoing, following termination of the Class B membership, the 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 a voting interest in the same manner as any other Class A Member, except for purposes of reacquiring control of the Association or selecting the majority of the Board of Directors.

ARTICLE V

PROPERTY RIGHTS

Section 1. General. The Common Areas, if any, shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. The Declarant shall have the right to use and access Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until the same are actually constructed, completed, and conveyed or dedicated to the Association. Prior to the expiration of the Development Period, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. The Declarant is not obligated to and has not represented that it will, construct any Common Area improvements.

Section 2. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to completion of the Development Period, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of the Property for various public purposes or for the provision of telecommunication systems, or to make any portions of the Property part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of the Property. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION. The Declarant is the sole judge of the Common Area improvements constructed by the Declarant, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

Section 3. Use of Common Areas by Declarant. Until completion of the Development Period, the Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by the Declarant.

Section 4. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of 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 to a purchaser. No such rights to mortgage shall be effective unless approved by a vote of two-thirds (2/3) of the Members at a duly noticed meeting for the purpose of approving such mortgage;

(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 to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless approved by a vote of two-thirds (2/3) of the Members at a duly noticed meeting and the vote of the Class B membership, if any, 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 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;

(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 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;

(h) Access to certain Common Area within the Property may not be obtained from an Owner's or Member's Lot or other Common Area or publicly dedicated streets or properties. Thus, to obtain access to certain Common Area for which access cannot be obtained

from the Owner's or Member's Lot, other Common Area or publicly dedicated streets or properties, the Owner or Member shall need to obtain the permission of a Lot Owner whose Lot is contiguous to said Common Area. The fact that a Member or Owner shall not have access to certain Common Area from his or her Lot, Common Area or publicly dedicated streets or properties does not allow an Owner to avoid liability for assessments provided for in Article VI of this Declaration; and

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

Section 5. Common Area.

(a) Ownership. The Declarant hereby represents that the fee simple title to the Common Area has been or will be conveyed to the Association and the Association shall maintain the Common Area. In addition, any easement granted in favor of the Association shall be maintained by the Association, or, as with the Drainage Easement, the Association shall contribute as an Operating Expense its share of the cost of such maintenance, 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 third parties as deemed necessary or advisable by the 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 by Declarant), including, but not limited to, all landscaping, paving, drainage structures, street lighting fixtures, signs, irrigation systems, water management systems, sidewalks, and other structures, including entry features, perimeter fences, gates or signage installed by the Declarant or Association, but excepting any public utilities and municipal or County improvements. The Association shall be authorized, but not required, to provide other services and to make emergency repairs and perform 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 right to use the Common Areas.

(c) Optional Services. The Association shall be authorized, but not required, to provide other services, such as installation and maintenance of entry features, the employment of stationary or patrolling guards within the Community, party wall or other services for maintenance or repair of the townhome structures, and performing emergency repairs and other work on Lots reasonably necessary for the proper maintenance and

operation of the Community, including, but not limited to party wall repairs, 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 right to use the Common Areas.

(d) Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable Rules 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 is to be awarded prevailing party attorneys' fees. Imposition of sanctions shall be as provided herein and in the Bylaws of the Association.

Section 6. 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 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 the HOA Act, 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 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 is engaged in any development, construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant 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 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 during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work, sales, leasing or marketing of the Community or within the Property. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant its agents, servants, employees, invitees, successors or assigns, or Builders, its agents, employees, or invitees in connection with such construction, development, promotion or sales activity;

(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 Homes in the Community and conducting construction, sales and marketing thereof by executing a partial, non-exclusive assignment of rights in favor of the Builder to be kept in the official records of the Association; and

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, nor the Builders, nor the Association make any representation whatsoever as to the commencement, completion or construction of any optional or recreational facilities within or upon the Common Areas. 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 Declarant 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: (i) all rights of Declarant and other persons set forth in this Declaration; and (ii) any restrictions or limitations contained in the instrument conveying such portion to the Association.

Section 7. 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 use by the public, 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. The roadways in the Community shall be private.

Section 8. 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 9. 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. Except with respect to the Drainage Easement and as otherwise provided herein or in another grant of easement, 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 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. As set forth in the Drainage Easement, the stormwater retention pond described therein as "Tract K" and located adjacent to the Community, is intended to benefit the Community for stormwater runoff. Such Tract K, according to the Drainage Easement, is to be maintained by the New River Homeowners Association, Inc., with the costs of maintenance to be shared on a pro rata basis by Avalon Park West Townhomes of Wesley Chapel Association, Inc.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. Except as otherwise provided herein, each Owner of a Lot, 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), is deemed to covenant, which covenant shall run with the land and be binding on every such 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"); and (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 of 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 Regular Assessments, Special Assessments and Individual Assessments, collectively referred to as Assessments, shall be fixed, established and collected from time to time as hereinafter provided. The 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 operating the Association and promoting, enhancing and preserving the welfare of the Community, and shall specifically include, but not limited to: payment of all water or utility charges for the Lots and/or Common Area billed through the master meter (if any) 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, if any, for the Common Area; insurance for the Common Area and as required under the HOA Act or pursuant to the Governing Documents for the Association; payment for the improvement and maintenance of the Common Area; and services and facilities related to the administration of the Association and 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 charged against the Lot.

Section 3. Basis of Annual Assessments. For the initial year of operation of the Association, the monthly Assessment shall be the amount as set forth in the estimated operating budget of the Association for the initial year of operation. 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 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 of Directors 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 maintained with the collection of the Annual Assessments or have their funding waived in the manner provided by the HOA Act. 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 Assessment for Capital Improvements. 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 each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 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 at the meeting of Members or of proxies entitled to cast thirty percent (30%) of the total voting interests shall constitute a quorum. If the required quorum is not forthcoming at any meeting, one additional 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 (1/2) 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 each Lot on the conveyance of the Lot improved with a Home 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 Home 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 Home 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 of Directors) 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 Governing Documents 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 (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 by the Association may be assessed to the Lot as an Individual Assessment; 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

facilities, landscaping, irrigation, sidewalks, or Surface or Storm Water Management Systems 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; (c) any portion of the Property which is designated and/or reserved for easements; and (d) 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. In addition, Lots owned by the Declarant may be exempt from payment of Assessments during any period of time that Declarant is funding deficits in operating expenses in accordance with Section 12 hereof and Lots owned by Builders prior to conveyance of Homes on the Lots to third-parties are exempt from an obligation to pay Annual, Special or Individual Assessments.

Section 12. Declarant's Right to Fund Deficits in Operating Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is in control of the Association, the Declarant shall not be liable for Assessments against such 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 Section 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, contributions, income and other sums and income received or receivable by the Association during the deficit funding period. 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 and the Class B Membership has terminated, 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 upon turnover. The Declarant's rights under this Section 12 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

13. Surface Water Management System. The Association will be responsible for assessing and collecting fees for the operation, maintenance, and, if necessary, replacement of the Surface Water Management System which is part of the Common Area or owned and operated by the Association. Fees shall be assessed and collected through Assessments. In the event the Community contains on-site wetland mitigation requiring monitoring and maintenance, the Association should budget and collect sufficient funds for the monitoring and maintenance of the mitigation areas in accordance with the Permit.

ARTICLE VII

WORKING FUND CONTRIBUTION

Section 1. Working Fund Contribution on Sale by Declarant. At the time of a conveyance of a Lot and Home by the Declarant or a Builder to a third-party purchaser, other than a Builder and other than to a subsidiary or affiliate of Declarant or Builder, each third-party purchaser shall pay to the Association the amount of \$200.00 as a contribution to working capital. 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, may be applied to offset Operating Expenses both during and after the deficit funding period, 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. Notwithstanding the foregoing, the Declarant may elect, in its sole discretion to waive the Working Fund Contribution on the initial sale of a Lot.

Section 2. Working Fund Contribution on Sale by Owner Other Than Declarant. At the time of a conveyance of a Lot pursuant to a sale by an Owner other than Declarant or Builder and other than to a subsidiary or affiliate of Declarant or Builder each purchaser shall pay to the Association the amount of \$200.00 at the time of the conveyance as a Working Fund Contribution. The amount of the resale Working Fund Contribution shall be subject to change from time to time by the Board of the Association. 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, may be applied to offset Operating Expenses both during and after the deficit funding period, 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 and requirements of the Declaration, 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 and, if

required, the Architectural Review Committee ("ARC") of the Association. 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 (ARC Members 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 or non-approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association, ARC Members, 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 or non-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 of Directors' ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board of Directors, 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 trial and 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 Review Committee. The Board of Directors of the Association may assign all of its responsibilities under Article VIII to an Architectural Review Committee to be appointed by the Board of Directors of the Association (the "ARC"). ARC shall include approval by the Board where an ARC has not been established or where the Board has not assigned such approval authority to the ARC.

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant. Notwithstanding anything to 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 ARC 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. The foregoing shall not act as an exemption to any requirements that apply to the Declarant under the Declaration.

ARTICLE IX

USE RESTRICTIONS

Section 1. Residential Purposes. No Lot shall be used for any purpose except 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 or in accordance with ARC approval.

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be used on any Lot at any time as a residence or appendage to such residence, either temporary or permanent, except for temporary construction trailers of Declarant.

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 shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, animals permitted by this Section 4 may be kept in a Home only so long as such pets or animals do not constitute a nuisance. The Board of Directors shall

specifically have the power to require the removal and relocation of an animal that is a nuisance, or which has harmed, or presents a threat of harm, to residents and others in the Community. Each person bringing or keeping an animal/ pet 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 pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Animals 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 animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. Outdoor kennels, cages and dog runs are not permitted on any Lot. The Association shall have the right to promulgate Rules and Regulations relating to animals and the right to restrict or require removal any such animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all animal/pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the pet(s) 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 Association shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage 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 Federal Fair Housing Act.

Section 5. Signs. During the Development Period, 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 modified as authorized by the Board. The location of signs, as well as the color, materials, and other aesthetic features of such may be set forth in the ACC guidelines or Rules by the Board or ACC. A sign provided by a contractor for security services, to the extent permitted by the HOA Act, and signs or banners used by the Declarant or Builders to advertise the Property for sale or lease 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. Outdoor 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. 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 forty-eight (48) hours, except in 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 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. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile 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. 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 its 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 agent the right to enter a Lot or Common Area and tow vehicles parked 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. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

(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, if one is appointed). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. Window Covering. 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 bars shall be placed on the windows of any Home without prior written approval of the Board of Directors or ARC, if one is appointed. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Board of Directors or ARC, if one is appointed. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Board of Directors or ARC, if one is appointed. 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 12. Flags and Banners. 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.

Section 13. 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 with 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 Board of Directors or ARC, if one is appointed. 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 14. Business Activity. Except for normal construction activity, sale, and resale of a Home, sale or re-sale of other property owned by Declarant or Builders, administrative offices of Declarant or Builders, or the leasing of a Home for residential purposes, 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 of Directors 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, elder 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.

Section 15. 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 Board of Directors or ARC, if one is appointed, as required by this Declaration. The Board of Directors or ARC, if one is appointed, will require all such improvements to comply with the Declaration and 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 of Directors and shall be governed by the then current rules of the FCC.

Section 16. Fences. No Owner shall be permitted to install a fence on any portion of a Lot. Any perimeter fences originally installed by Developer, Declarant or the Association shall be maintained by the Association for the benefit of all Owners. Notwithstanding the foregoing, in the event a fence is installed by Developer or Declarant between Lots, the obligation to maintain, repair and replace such fence shall be that of the Owners of such Lots, with the cost of such to be borne in proportionate, equal shares and subject to the prior approval of the Board of Directors or ARC in accordance with Article VIII for approval of repair or replacement materials, design, location and height.

Section 17. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, leasing and marketing of Homes in the Community shall not apply to the Declarant or a Builder, except to the extent expressly required by applicable laws.

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 utilities, irrigation lines and equipment, Surface and Storm Water Management Systems and drainage facilities, landscaping, 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 and the Association to 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 a Builder, 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. 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 Operating Expense. 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 surface water drainage across its Lot in such a manner as shall damage any permissibly located permanent improvements located thereon.

Section 5. 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 6. 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 keep gates open for public access and 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 including the right to keep gates open, if any, for public access and to use all roads and rights of way for vehicular and pedestrian ingress and egress. The easements created by this section shall be broadly construed and supplement other rights of the Declarant herein, running with the land until such time as the Declarant or Builders no longer own any Lots in the Community and all of the Declarant's and Builder's obligations hereunder are satisfied.

Section 7. 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 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.

Section 8. 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.

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, including without limitation, all obligations for structural maintenance, repair or replacement of walls, roofs, windows, window and patio screens, screened enclosures, doors, framing and casing, gutters, downspouts and skylights, and maintenance, repair and replacement of 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 Governing Documents. Each Owner shall also maintain, repair and replace its own mailbox; provided, however, any common mail kiosks shall be maintained, repaired and replaced by the Association. 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. The Lot Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article VIII hereof.

Section 2. Lawn Maintenance. It shall be the duty of the Association to mow, edge, and trim the grass located on the Lot Owner's Lot, the cost of such grass maintenance on the Lot Owner's property being assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Lot Owner shall not plant any trees or shrubbery on his Lot without first obtaining the prior written consent of the Association unless the planting is the replacement of existing grass that is damaged or has died or landscaping that has died or otherwise requires replacement. The Owner shall be responsible for the cost of replacing any such grass or landscape that has died and requires replacing. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of mowing, edging and trimming the grass, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association, the said consent being conditioned on the Association having free access to the property for the purpose of providing such grass maintenance. Owners shall not take any actions which result in its lawn being damaged or dying. Any Owner violating the restrictions of this section resulting in lawns or grass needing to be repaired or replaced will be charged the cost of such work as an Individual Assessment.

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Community, including irrigation of Common Areas and Lots. Said irrigation system will run both on Lots and Common Area and may run on or over Association property. The cost of maintenance of the irrigation system on a Lot shall be assumed by the Association for the benefit of the entire Property as if same were Common Area, and such costs being considered with the budget as part of grounds' maintenance. The Association shall have the right to irrigate both lawns and landscaping on a schedule appropriate for the climate and conditions, provided an Owner may elect to supplement the irrigation schedule by hand watering in between scheduled irrigation. The Association shall have sole discretion in

determining the irrigation schedule, which may be limited by local or state restrictions. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing and maintaining the irrigation system, and the Lot Owner shall not 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 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 or the Common Area, caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner.

Each Lot Owner acknowledges that irrigation water may be effluent or reclaimed water from the County, or Association, and therefore such irrigation water should not be ingested. Due to water quality, irrigation systems may cause staining on Homes and other improvements, structures or paved areas and it shall be each Lot Owners' responsibility to treat and remove any such staining at the Lot Owner's expense. Further, the Owner shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the written consent of the Association.

Section 4. Landscaping. The Association shall be responsible for the maintenance of all landscaping within any landscape easement or buffer originally installed to comply with governmental requirements by the Declarant or by the Association. Such maintenance shall include routine trimming of hedges, weeding and pruning of the landscaping. Each Owner shall be solely responsible for all other maintenance of the landscaping (such as trees), for all maintenance of any landscaping not required to be maintained by the Association by any governmental agency or landscaping installed on the Lot for aesthetics or by the Owner. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining any landscaping in accordance herewith. Owners hereby acknowledge some 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. 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 as an Individual Assessment.

Section 5. Insurance. Each Owner of a Home, excepting Declarant and Builders, 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, wind-storm, 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. Owner shall hold the Association, its Directors, Officers, and any Agents harmless for any noncompliance with this Section, Article IX, Section 4 of this Declaration.

Section 6. Party Walls; Shared Roof and Fences. Each common wall shared by two Lots shall be a party wall for the perpetual benefit of and use by the Owners of each respective Lot. Each such Lot and Owner is hereby granted an easement for the existence of the party wall and for the common roof shared by two lots to the extent either the party wall or roof encroaches on the adjoining Lot, whether encroachment exists as a result of initial construction, reconstruction or natural settling or shifting. Except as otherwise provided herein, each Owner shall bear the responsibility to repair and maintain the unfinished surface of the exterior portion of the party wall which is located within his residence as well as the portion of the roof of the Home located on the Owner's Lot. Both Owners shall equally share the cost of repair and maintenance of the structural and interior portions of the party wall or structural portions of the common roof line shared by the Lot Owners. However, if either Owner's negligence or willful misconduct causes damage to the party wall or the roof, such Owner causing the damage shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Lot, including the residence located thereon, where necessary in connection with the repair, maintenance or replacement of a party wall or portion of the roof, upon reasonable prior notice to the affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction of a party wall or roof shall utilize substantially similar materials, design and location as originally existed. No openings may be cut in the party wall or structural changes made thereto, unless agreed upon by Owners sharing the party wall. Any common fences constructed on the property line between Lots and roofing between Lots on attached Homes shall be treated in the same manner as a party wall. Any party by negligence or willful act that causes a shared fence or roof to be exposed to elements, infestations or other injurious activity, shall bear the entire cost of furnishing necessary treatments, protections or repairs resulting from damage.

Section 7. 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 the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three years. It is anticipated that the Association shall require all Homes to be painted every five to seven years. The Board of Directors 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 bulk contract for uniform painting and/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

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Rental Operation. Declarant reserves unto itself, its successors and assigns, the right, authority and power for so long as Declarant, a Builder, or any subsidiary or affiliate of Declarant or of a Builder owns all Lots and the Homes constructed and located thereon in the Property to rent each, any or all such Homes under such terms as Declarant in its sole discretion may decide, such period of time to be identified as the "Declarant Rental Period." During the Declarant 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.

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, excepting the adjacent Tract K, over which the Association is . 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 by the Association and WMD for a determination of whether the amendment necessitates a modification of the Permit. The amendment may not be finalized until any necessary Permit modification is approved.

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the surface water management and drainage of the Property without the prior written approval of the Association, the WMD and any 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 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, Association, the WMD or Association or 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 and WMD. If such actions are permitted by the Association and WMD, the Declarant, or the Association 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 water management areas are strictly prohibited.

If wetland mitigation monitoring is required by the Permit and if the Association is responsible thereunder to carry out such obligation, the rules and regulation 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 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. Conservation Easements. The Property, including the Common Areas and some Lots, may contain conservation tracts, wetland preservation areas and upland buffers (collectively, the "Conservation Areas") subject to conservation and preservation easements for same. Conservation and preservation easements on the Property may be established or dedicated on the Plat, by a separate instrument and/or this Declaration. In addition to any additional restrictions set forth in the foregoing documents, the following activities are prohibited in the Conservation Areas: (1) construction or placing of buildings, roads, signs, billboards or other advertising, utilities or other structures on or above the ground; (2) dumping or placing of soil or other substances or materials as landfill, or dumping or placing of trash, waste or unsightly or offensive materials; (3) removal or destruction of trees, shrubs or other vegetation, except for the removal of exotic or nuisance vegetation in accordance with a district approved maintenance plan; (4) excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface; (5) surface use, except for purposes that permit the land or water easement to remain in its natural condition; (6) activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, including, but not limited to, ditching, digging and fencing; (7) acts or uses detrimental to aforementioned retention of land or water easement; and (8) acts or uses which are detrimental to the preservation of any features or aspects of the conservation easements having historical or archaeological significance.

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. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to the WMD, Brooksville Service Office, Surface Water Regulation Manager.

Section 7. Rights of Enforcement. The WMD, 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, as applicable, 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 part of the Declaration, as applicable. Copies of the Permit and any future permit actions of the WMD shall be maintained by the Association and by the Association's Registered Agent 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 Association has the authority to use its 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) 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.

(j) 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.

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 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, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all trial and appellate levels.

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 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 ten (10) year periods, or if required by the law then in effect, shall 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 Pasco 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 two-thirds (2/3) of the voting interests present in person or by proxy at a duly noticed meeting of the Lot Owners 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 Southwest Florida Water Management District. Any amendments must be properly recorded in the Public Records of Pasco County. Notwithstanding any other provision herein to the contrary, so long as D.R. Horton, Inc. or other Builder(s) own a Lot, no amendment to this Declaration or the Rules, whether contemplated or made before or after termination of the Class B Membership, shall alter or affect the rights of such entities as Builders, unless such amendment receives the prior written consent of the Builder(s), which consent may be withheld for any reason whatsoever. 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 the Builder(s) and recorded in the Public Records of Pasco 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 or Owner's tenant for failure of an Owner, his family, guests, tenants, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the notice and committee hearing requirements of the HOA Act are followed.

(a) Amounts: A fine may be levied as follows:

(1) Single non-compliance or violation: a fine of One Hundred and No/100 (\$100.00) Dollars.

(2) First non-compliance or violation which is of a continuing nature: a fine not be 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.

(3) Second non-compliance or violation which is 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.

(b) Payment of Penalties. Fines shall be paid not later than five (5) days after

notice of the imposition or assessment of the penalties.

(c) Collection of Fines. Fines shall be treated as an Assessment subject to the provisions for the collection of Assessments as set forth herein.

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

(e) Non-Exclusive Remedies. 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 penalty 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.

(f) 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 provide for the termination by either party without cause and 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, Declarant makes no 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 it has 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 one 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 harmless therefrom.

Section 12. Notice to Owners. Except as otherwise provided by the HOA Act, 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.

Section 13. 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 14. 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 15. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION 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. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT 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 16. 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 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 OF DIRECTORS 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 AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, ANY BUILDER, THE ASSOCIATION, NOR 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 18. Water Bodies and Wildlife. THE SUBDIVISION MAY CONTAIN OR BE ADJACENT TO 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.

Section 19. NOTICES AND DISCLAIMERS.

ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, 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.

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IN WITNESS WHEREOF, SitEX NR Holding, LLC, has executed this Declaration, this
29th day of March, 2022.
2022.

SitEX NR Holding, LLC, a Florida
 limited liability company

Signed, sealed and delivered
 in the presence of:

[Signature]
 Name: Eric K. Mills

By: Marybel Defillo

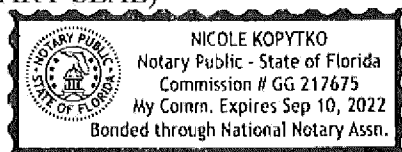
Its: Vice-President

[Signature]
 Name: Nicole Kopytko

STATE OF FLORIDA
 COUNTY OF Orange

The foregoing instrument was acknowledged before me, by means of ☒ physical
 presence or ☐ online notarization, this 29th day of March, 2022 by
Marybel Defillo, as Vice President of SitEX NR Holding, LLC, on behalf of
 the company. She is ☒ personally known to me or has ☐ produced _____
 as identification.

(NOTARY SEAL)



[Signature]
 Notary Signature

Nicole Kopytko
 Notary Name [Printed/Typed/Handwritten]

Notary Public, State of Florida at Large
 My Commission Expires: 9/10/22

ASSOCIATION JOINDER

Avalon Park West Townhomes of Wesley Chapel Association, Inc., a not-for-profit Florida corporation, whose mailing address is 3801 Avalon Park Boulevard East, Suite 400, Orlando, Florida 32828, hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of Avalon Park West Townhomes 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, Avalon Park West Townhomes of Wesley Chapel Association, Inc. has executed this Joinder on this 29th day of March, 2022.

AVALON PARK WEST
TOWNHOMES OF WESLEY
CHAPEL ASSOCIATION, INC.

Signed, sealed and delivered
in the presence of:

[Signature]
Name: Eric K. Mills

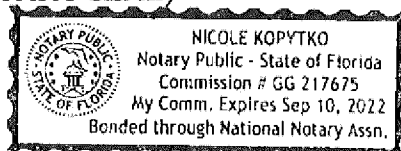
By: [Signature]
Name: ROSS HALLE
Its: PRESIDENT

[Signature]
Name: Nicole Kopytko

STATE OF FLORIDA)
COUNTY OF Orange) :SS.

The foregoing instrument was acknowledged before me, by means of ☒ physical presence or ☐ online notarization, this 29 day of March, 2022, by Ross Halle, as President of Avalon Park West Townhomes of Wesley Chapel Association, Inc., a Florida corporation not-for-profit, on behalf of said Corporation. The foregoing person [☒] is personally known to me or has [☐] produced _____ as identification.

(NOTARY SEAL)



Nicole Kopytko
Notary Name [Printed/Typed/Handwritten]
Notary Public, State of Florida at Large
My Commission Expires: 9/10/22

JOINDER AND CONSENT OF MORTGAGEE

The undersigned, D.R. Horton, Inc., a Delaware corporation, as mortgagee under that certain Mortgage and Security Agreement recorded in Official Records Book _____, Page _____ in the Public Records of Pasco County, Florida (the "Mortgage"), covering all/or a portion of the Property described in this Declaration of Covenants, Conditions, and Restrictions for Avalon Park West Townhomes ("Declaration"), hereby consents to subjecting the Property described in the Mortgage to the Declaration and hereby agrees that the lien of the Mortgage shall be subject and subordinate to the terms of the Declaration.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its authorized officer on this _____ day of _____, 2022.

Witnesses:

Printed Name: Lynn Cook

Printed Name: CHRISTOPHER ASH

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

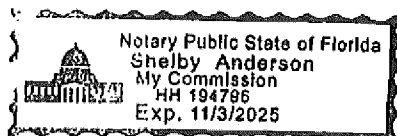
By: John E. Snyder

John E. Snyder, Vice President

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 16th day of Feb 2022, by John E. Snyder, as Vice President of D.R. Horton, Inc., a Delaware corporation, on behalf of said company, who is ☒ personally known to me or ☐ produced the following identification _____.

[Affix Notary Seal or Stamp]



Signature of Notary Public

Printed Name: Shelby Anderson

My Commission Expires: 11/3/2025

EXHIBIT "A"
LEGAL DESCRIPTION OF THE "PROPERTY"

A portion of Section 14, Township 26 South, Range 20 East, Pasco County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of Tract BB-1, NEW RIVER LAKES VILLAGE "AB" as recorded in Plat Book 51, Pages 78 through 83, in the Public Records of Pasco County, Florida; thence along the Northerly boundary of a 45' perpetual utility and roadway easement as recorded in O.R. Book 4214, Page 634, N. 57°46'07"W., a distance of 604.84 feet; thence departing said Northerly boundary N.32°13'53"E., a distance of 58.54 feet; thence S.02°13'53"W., a distance of 0.50 feet; thence S.27°46'07"E., a distance of 10.00 feet to a point of curvature of a non-tangent curve concave Northeasterly having a radius of 10.00 feet, a central angle of 107°07'26" and a chord distance of 16.09 feet which bears S.57°46'07"E.; thence Southeasterly along the arc of said curve, a distance of 18.70 feet; thence N.32°13'53"E., a distance of 196.89 feet to a point on the boundary line of Tract "K", NEW RIVER LAKES VILLAGE "B2" and "D", as recorded in Plat Book 44, Pages 105 through 115, in the Public Records of Pasco County, Florida; thence along said Southerly boundary line the following five courses and distances: S.57°46'07"E. a distance of 127.00 feet; thence N.32°13'53"E., a distance of 84.00 feet to a point of curvature of a circular curve concave Southerly having a radius of 150.00 feet, a central angle of 90°00'01" and a chord distance of 212.13 feet which bears N.77°13'53"E.; thence Easterly along the arc of said curve, a distance of 235.62 feet; thence S.57°46'07"E., a distance of 249.33 feet; thence N.33°00'00"E., a distance of 247.41 feet; thence departing said Southerly boundary line S.57°00'00"E., a distance of 60.00 feet to a point on the West line of Tract "BB-1" of aforesaid NEW RIVER LAKES VILLAGE "AB"; thence along said West line S.33°00'00"W., a distance of 730.65 feet to the POINT OF BEGINNING.

EXHIBIT "B"
ARTICLES

**Electronic Articles of Incorporation
For**

N21000010170
FILED
August 26, 2021
Sec. Of State
dlokeefe

AVALON PARK WEST TOWNHOMES OF WESLEY CHAPEL
ASSOCIATION, INC

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

AVALON PARK WEST TOWNHOMES OF WESLEY CHAPEL
ASSOCIATION, INC

Article II

The principal place of business address:

3801 AVALON PARK E BLVD
400
ORLANDO, FL. UN 32828

The mailing address of the corporation is:

3801 AVALON PARK E BLVD
400
ORLANDO, FL. UN 32828

Article III

The specific purpose for which this corporation is organized is:

TO PROMOTE THE HEALTH, SAFETY AND SOCIAL WELFARE OF THE
OWNERS OF PROPERTY WITHIN THE RESIDENTIAL COMMUNITY OF
APW TOWNHOMES OF WESLEY CHAPEL.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

MARYBEL DEFILLO
3801 AVALON PARK E BLVD
400
ORLANDO, FL. 32828

I certify that I am familiar with and accept the responsibilities of
registered agent.

Registered Agent Signature: MARYBEL DEFILLO

N21000010170
FILED
August 26, 2021
Sec. Of State
dlokeefe

Article VI

The name and address of the incorporator is:

NICOLE KOPYTKO
3801 AVALON PARK E BLVD
400
ORLANDO

Electronic Signature of Incorporator: NICOLE KOPYTKO

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: P
ROSS HALLE
3801 AVALON PARK E BLVD. STE 400
ORLANDO, FL. 32828 UN

Title: VP
ERIC WILLS
3801 AVALON PARK E BLVD. STE 400
ORLANDO, FL. 32828 UN

Title: S/TR
JOHN SOFARELLI JR
3801 AVALON PARK E BLVD. STE 400
ORLANDO, FL. 32828

Article VIII

The effective date for this corporation shall be:

08/24/2021

EXHIBIT "C"
BYLAWS

**BYLAWS OF
AVALON PARK WEST TOWNHOMES OF WESLEY CHAPEL ASSOCIATION, INC.**

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

1. Identity. These are the Bylaws of Avalon Park West Townhomes of Wesley Chapel 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 Avalon Park West Townhomes located in Pasco County, Florida (the "Property").
 - 1.1 Principal Office. The principal office of the Association shall be at 3801 Avalon Park Boulevard East, Suite 400, Orlando, Florida 32828, 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 Avalon Park West (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

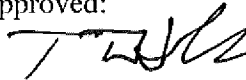
- 5.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) Directors. During the Rental Period, all Directors shall be appointed by the Declarant and such Directors may make decisions by agreement of a majority or as 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 AVALON PARK WEST TOWNHOMES OF WESLEY CHAPEL 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 29th day of March, 2021.

**AVALON PARK WEST TOWNHOMES
OF WESLEY CHAPEL ASSOCIATION,
INC.**

Approved:



Ross Hale, President

Attest:



John Sofarelli, Jr., Secretary

EXHIBIT "D"
ENVIRONMENTAL RESOURCE PERMIT



An Equal
Opportunity
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

October 25, 2018

New River HOA, Inc.
c/o Leland Management, Inc.
6972 Lake Gloria Blvd.
Orlando, FL 32809

Subject: **Assignment of Permit**
Project Name: New River Lakes - Phase 1, Villages A, B-1 and C
Application/Permit No.: 30850/44013559.000
County: Pasco

Dear Sir or Madam:

The District has transferred the permit referenced above to you, subject to all terms and conditions set forth in the approved permit. Acceptance of the permit includes agreement that the District may periodically review this permit and conduct site inspections.

The approved transferred permit, and other documents may be available for viewing or downloading through the District's Application and Permit Search Tools at <http://watermatters.org/wmiserp>.

If you have any questions concerning the permit, please contact me at the Brooksville Service Office, extension 2023 or email at kim.schwartz@watermatters.org.

Sincerely,

Kim L. Schwartz
Sr. Regulatory Support Technician
Regulatory Support Bureau
Regulation Division

Transferred On: 10/25/2018
To: New River HOA, Inc.

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD GENERAL
PERMIT NO. 4413559.00

EXPIRATION DATE: February 23, 2001

PERMIT ISSUE DATE: February 23, 1996

This permit, issued under the provisions of Chapter 373, Florida Statutes and Florida Administrative Code Rule 40D-40 authorizes the Permittee to perform the work outlined herein and shown by the application, approved drawing(s), plans, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

PROJECT NAME: New River Lakes - Phase I, Villages A, B-1, and C
GRANTED TO: New River Partners, Limited
18551 N Tamiami Trail
North Fort Myers, FL 33903

ABSTRACT: This permit is for construction of a new surface water management system to serve a 63.23 acre residential development known as New River Lakes - Phase I, Villages A, B-1, and C. The project is located off SR 54 five miles east of Wesley Chapel in southern Pasco County.

The project is located within a hydrologically open drainage basin. Consistent with water quantity requirements, the stormwater management system design is based on a 25-year, 24-hour rainfall event of 8.8 inches, for peak discharge attenuation. The project engineer used the SCS Type III rainfall distribution and a unit hydrograph shape factor of 256 to generate runoff hydrographs. Flow attenuation routings were initiated at the 36-hour drawdown elevation of the treatment volume for each pond. The proposed surface water management system will be comprised of three wet detention ponds. Allowable discharges for the project were established as pre-development peak rates of runoff leaving basin Nos. 101 and 102-2. Project runoff will be discharged to the adjacent New River Wetland System. Each pond will be equipped with a discharge structure which has been sized to attenuate post-development peak discharges from the 25-year, 24-hour rainfall design storm.

Each wet detention pond will treat one inch of runoff from its contributing watershed. Each pond's discharge structure will be equipped with a bleeddown orifice sized to ensure that no more than one-half of the treatment volume is discharged in no less than 60 hours. The discharge structures are also equipped with skimmers to ensure that oils, greases and floating pollutants are not discharged into receiving waters. Flood Insurance Rate Map, Community Panel 120230-0450E, indicates portions of the project lie within a floodplain. The project engineer has calculated the project will result in 0.32 acre-feet of 100-year floodplain encroachment. This loss will be mitigated by creating 1.16 acre-feet of on-site compensatory storage. This project contains 14.32 acres of wetlands. Wetland impacts are limited to two exempt wetlands, totalling 0.58 acre. No compensation will be required.

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Permit No. 4413559.00
 Project Name: New River Lakes - Phase I, Villages A, B-1, and C
 Page 2

The engineer of record, Christopher L. Dausch, Florida P.E. No. 42536, has submitted design calculations and construction drawings which indicate no adverse off-site water quality or water quantity impacts are anticipated to result from this development. The surface water management system will be owned, maintained and operated by New River Lakes Homeowners Association. The required legal documents are part of the File of Record for this project. No objections to this permit application have been filed at the District office to date.

OP. & MAINT. ENTITY: New River Lakes Homeowners Association
 PROPERTY LOCATION: Pasco County
 SEC/TWP/RGE: 10, 11, 14, 15/26S/20E
 TOTAL ACRES OWNED: 1,800.67
 PROJECT SIZE: 63.23 Acres
 LAND USE: Residential
 DATE APPLICATION FILED: August 8, 1995
 AMENDED DATE: N/A

I. Water Quantity/Quality

POND #	AREA	
	ACRES @ T.O.B.	TREATMENT TYPE
101	0.52	Wet Detention
102-1	0.30	N/A
102-2	5.61	Wet Detention
TOTAL	6.43	

Mixing Zone required: YES () NO (X)
 Variance required: YES () NO (X)

II. 100-Year Floodplain

Encroachment (ac-ft):	Compensation (ac-ft):
0.32	1.16

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Permit No. 4413559.00
 Project Name: New River Lakes - Phase I, Villages A, B-1, and C
 Page 3

III. Environmental Considerations

<u>Wetland Information:</u>				
WETLAND #	TOTAL AC.	PRESERVED AC.	TEMPORARILY DISTURBED AC.	PERMANENTLY DESTROYED AC.
A2	7.69	7.69	0.00	0.00
A3	0.28	0.28	0.00	0.00
A4	0.07	0.07	0.00	0.00
B3	1.12	1.12	0.00	0.00
C3	0.30	0.00	0.00	0.30
C4	0.28	0.00	0.00	0.28
C5	0.10	0.10	0.00	0.00
C6	4.48	4.48	0.00	0.00
TOTAL	14.32	13.74	0.00	0.58

<u>Compensation Information:</u>					
AREA #	CREATED MITIGATION AC.	UPLAND PRESERVED AC.	IMPROVED WETLAND AC.	NON TYPE- FOR-TYPE WETLAND AC.	MISC. COMP. AC.
1	0.00	0.00	0.00	0.00	0.00
TOTAL	0.00	0.00	0.00	0.00	0.00
NET CHANGE	-0.58	OTHER COMPENSATION TOTAL			0.00

Comments: This project contains 14.32 acres of wetlands. Two herbaceous wetlands totalling 0.58 acre are proposed to be impacted for the construction of a stormwater system but are exempt from fish and wildlife review. To compensate for significant buffer encroachment adjacent to a preserved wetland, 0.27 acre of uplands will be planted as a buffer area.

Conservation easement required: YES () NO (X)

SPECIFIC CONDITIONS

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the permittee becoming the owner of part of the project area, this permit shall terminate, pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The discharges from this system shall meet state water quality standards as set forth in Chapter 62-302 and Rule 62-4.242, F.A.C., for class waters equivalent to the receiving waters.

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Permit No. 4413559.00
 Project Name: New River Lakes - Phase I, Villages A, B-1, and C
 Page 4

3. The Permittee shall retain the design engineer, or other professional engineer registered in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the professional engineer so employed. This information shall be submitted prior to construction.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
 - (X) wetland preservation;
 - (X) wetland buffers;
 - (X) upland preservation;
 - () limits of approved wetland impacts;
 - () construction access for (list mitigation sites).

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

5. The Permittee shall notify the District at least 48 hours prior to the maximum excavation of each retention/detention pond and must notify the District upon the completion of each retention/detention pond.
6. If limestone bedrock is encountered during construction of the surface water management system, the District must be notified and construction in the affected area shall cease.
7. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted surface water management system, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the Statement of Completion and Request for Transfer to Operation Entity Form, and prior to beneficial occupancy or use of the site. The plat shall include the locations and limits of the following:
 - (X) all wetlands
 - (X) wetland buffers
 - () upland preservation easements
 - () upland buffers for water quality treatment
 - () 100-yr floodplain areas
 - () floodplain compensation areas

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

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

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Permit No. 4413559.00
 Project Name: New River Lakes - Phase I, Villages A, B-1, and C
 Page 5

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

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

10. All lots abutting wet detention ponds shall have the following language (or similar language as approved in writing by the Brooksville Regulation Department) as part of the deed restrictions:

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

11. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Surface Water Regulation Manager, Brooksville Service Office.
12. The Permittee shall notify the District of any sinkhole development in the surface water management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
13. The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

() For systems utilizing effluent filtration or exfiltration, the inspections shall be performed 18 months after operation is authorized and every 18 months thereafter.

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

() For systems utilizing effluent filtration or exfiltration and retention or wet detention, the inspections shall be performed 18 months after operation is authorized and every 18 months thereafter.

14. The District reserves the right, upon prior notice to the Permittee, to conduct on-site research to assess the pollutant removal efficiency of the surface water management system. The Permittee may be required to

Permit No. 4413559.00
 Project Name: New River Lakes - Phase I, Villages A, B-1, and C
 Page 6

cooperate in this regard by allowing on-site access by District representatives, by allowing the installation and operation of testing and monitoring equipment, and by allowing other assistance measures as needed on site.

15. Within 120 day of commencement of construction adjacent to wetlands, the Permittee shall complete all aspects of buffer enhancement authorized by this permit, in accordance with the design details in the final approved construction drawings and information submitted in support of this application.

16. BUFFER ENHANCEMENT SUCCESS CRITERIA. Enhancement shall be deemed successful when the following criteria have been met continuously for a period of at least one year without intervention, including but not limited to irrigation, removal of undesirable vegetation, or replanting of desirable vegetation.

Successful buffer enhancement provided as a requirement of this construction permit shall be preserved in perpetuity and maintained as part of the surface water management system.

- a. Soil conditions, topography, water depth, and water level fluctuations in the enhancement area are similar to conditions in the adjacent buffer areas, producing proportional habitat zonation.
- b. The dominant and sub-dominant species of desirable plants and associated coverage comprising each vegetation zone and stratum of each enhancement area shall be as follows:

ZONE	STRATUM	PERCENT COVER	DOMINANT SPECIES	SUBDOMINANT SPECIES
A	subcanopy	80	<u>Myrica cerifera</u>	none

- c. Coverage by desirable buffer vegetation within each zone and stratum shall equal or exceed percent cover as referenced in "b" above. For canopy stratum, only trees greater than ten feet in height may be used to estimate percent cover.

- d. Coverage by nuisance and exotic species shall not exceed ten percent of the buffer area.

17. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance.
18. The Permittee shall monitor and maintain the buffer enhancement area(s) until the Buffer Enhancement Success Criteria set forth in Specific Condition 16 are met.

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Permit No. 4413559.00
Project Name: New River Lakes - Phase I, Villages A, B-1, and C
Page 7

19. The Permittee shall undertake required maintenance activities within the buffer enhancement areas as needed at any time between buffer site construction and termination of monitoring, with the exception of the final year. Maintenance shall include the manual removal of all nuisance and exotic species, with sufficient frequency that their combined coverage at no time exceeds the Buffer Enhancement Success Criteria (Specific Condition 16), nor reaches levels which necessitates the use of herbicides. Herbicides shall not be used without the prior written approval of the District.
20. Buffer Enhancement Monitoring Reports shall be submitted to the District within 30 days of data collection beginning 30 days after the District approves the mitigation site construction.


Monitoring Data shall be collected:

- ☐ ANNUALLY
☒ SEMI-ANNUALLY
☐ QUARTERLY IN YEAR ONE, SEMI-ANNUALLY THEREAFTER
☐ QUARTERLY IN YEAR ONE, SEMI-ANNUALLY IN YEARS 2 & 3, ANNUALLY THEREAFTER
☐ SPECIFY ANY OTHER MONITORING SCHEDULE

21. Refer to GENERAL CONDITION No. 15 herein.

GENERAL CONDITIONS

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



Authorized Signature

EXHIBIT "A"

1. All activities shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications, shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of state water quality standards. The permittee shall implement best management practices for erosion and a pollution control to prevent violation of state water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. Water quality data for the water discharged from the permittee's property or into the surface waters of the state shall be submitted to the District as required by the permit. Analyses shall be performed according to procedures outlined in the current edition of Standard Methods for the Examination of Water and Wastewater by the American Public Health Association or Methods for Chemical Analyses of Water and Wastes by the U.S. Environmental Protection Agency. If water quality data are required, the permittee shall provide data as required on volumes of water discharged, including total volume discharged during the days of sampling and total monthly volume discharged from the property or into surface waters of the state.
5. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the district as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.

6. Stabilization measures shall be initiated for erosion and sediment control on disturbed areas as soon as practicable in portions of the site where construction activities have temporarily or permanently ceased, but in no case more than 7 days after the construction activity in that portion of the site has temporarily or permanently ceased.
7. Off site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
8. The permittee shall complete construction of all aspects of the surface water management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
9. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
10. All surface water management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
11. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District a written notification of commencement indicating the actual start date and the expected completion date.
12. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

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13. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a registered professional engineer or other appropriate individual as authorized by law, utilizing the required Statement of Completion and Request for Transfer to Operation Entity form identified in Chapter 40D-1, F.A.C. Additionally, if deviation from the approved drawings are discovered during the certification process the certification must be accompanied by a copy of the approved permit drawings with deviations noted.
14. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
15. The operation phase of this permit shall not become effective until the permittee has complied with the requirements of the conditions herein, the District determines the system to be in compliance with the permitted plans, and the entity approved by the District accepts responsibility for operation and maintenance of the system. The permit may not be transferred to the operation and maintenance entity approved by the District until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall request transfer of the permit to the responsible operation and maintenance entity approved by the District, if different from the permittee. Until a transfer is approved by the District, the permittee shall be liable for compliance with the terms of the permit.
16. Should any other regulatory agency require changes to the permitted system, the District shall be notified of the changes prior to implementation so that a determination can be made whether a permit modification is required.
17. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations including a determination of the proposed activities' compliance with the applicable comprehensive plan prior to the start of any activity approved by this permit.
18. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40D-4 or Chapter 40D-40, F.A.C.

19. The permittee is hereby advised that Section 253.77, F.S., states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the state, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
20. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities which may arise by reason of the activities authorized by the permit or any use of the permitted system.
21. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under section 373.421(2), F.S., provides otherwise.
22. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of the permitted system or the real property at which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rule 40D-4.351, F.A.C. The permittee transferring the permit shall remain liable for any corrective actions that may be required as a result of any permit violations prior to such sale, conveyance or other transfer.
23. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with District rules, regulations and conditions of the permits.
24. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the District and the Florida Department of State, Division of Historical Resources.
25. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

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NOTIFICATION AND REQUEST FOR TRANSFER OF ENVIRONMENTAL RESOURCE PERMIT

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

2379 BROAD STREET, BROOKSVILLE, FL 34604-6899
(352) 796-7211 OR FLORIDA WATTS 1 (800) 423-1476

Permits issued by the District are contingent upon the continued ownership, lease or other legal control of property rights in underlying, overlying or adjacent lands, or the power to acquire such property rights through eminent domain. District rules require a permittee to notify the District within 30 days of any sale, conveyance or any other transfer of a permitted surface water management system or the real property at which the system is located. The District will transfer the permit provided the land use remains the same. The permittee transferring the permit will remain liable for any corrective actions that may be required as a result of any permit violations that occurred prior to the sale, conveyance or other transfer. If only a part of the surface water management system or the real property at which the system is located is conveyed, or the ownership, lease, or other legal control is divided, the permit shall immediately terminate unless the permit is modified or transferred pursuant to District rules. AN AUTHORIZED AGENT MUST PROVIDE A LETTER OF AUTHORIZATION from the Permittee or NEW Owner authorizing the Agent to execute this Transfer. PLEASE TYPE OR PRINT ALL INFORMATION ON THIS FORM.

Section 1. - COMPLETE THIS SECTION FOR ALL NOTIFICATIONS OF TRANSFER.

The District is hereby notified that the NEW owner identified in Section 2. or Section 3. below has acquired ownership of the surface water management system and the real property described in the permit referenced below. A copy of the recorded deed conveying title is attached.

Permit No.: 44013559.000 Permittee: New River Partners Lp

Project Name: New River Lakes-Ph.I, Villages A, B-1 & C, County: Pasco

Permittee Address: 3680 AVALON PARK E BLVD STE 300

City, State, Zip: ORLANDO, FL 32828

Signature of Permittee or Authorized Agent* _____ Date _____

* (signature not required if recorded deed has Permittee's signature)

Name and Title of Authorized Agent Telephone (Permittee)

Section 2. - COMPLETE THIS SECTION ONLY IF CONSTRUCTION HAS NOT BEEN COMPLETED AND THE PROJECT HAS NOT BEEN TRANSFERRED TO THE OPERATION AND MAINTENANCE (O&M) PHASE. IF THE O&M PHASE OF THE PERMIT HAS BEEN ISSUED, COMPLETE SECTION 3.

Transfer of this permit is subject to all terms and conditions contained in the permit, the provisions of Chapter 373, Part IV, Florida Statutes (F.S.), and Rules 40D-1.6105 and 40D-4.351, Florida Administrative Code (F.A.C.). By signing this transfer the NEW owner, acknowledges the receipt of a copy of the subject permit, and accepts responsibility for complying with all terms and conditions of the permit and agrees that all construction, operation and maintenance of the surface water management system authorized by this permit shall occur in accordance with all permit conditions and the provisions of Chapters 40D-4 and 40D-40, F.A.C.

New Owner/Permittee Name (please type): _____

Address: _____

City, State, Zip: _____

Signature of NEW Owner/Permittee or Authorized Agent _____ Date _____

Name and Title of Authorized Agent Telephone (NEW Owner/Permittee)

Section 3. -COMPLETE THIS SECTION IF PERMIT HAS BEEN TRANSFERRED TO THE O&M PHASE. THE O&M PHASE OF THIS PERMIT WAS PREVIOUSLY APPROVED BY THE DISTRICT ON 02/14/2001 **(Date).**

(Enter numerical month, day and full, four-digit year).

NOTE: This form is also applicable for residential subdivisions or condominiums where there is a delayed transfer of O&M responsibility from the construction permittee to the homeowners' association, property owners' association, condominium owners' association or master association in accordance with subsection 2.6.1 f. (2) of the Basis of Review for Environmental Resource Permit Applications.

The Name of the Owner/Permittee responsible for O&M is changed, and the Permittee listed in Section 1. of this form requests that the O&M phase of the surface water management permit be transferred to the NEW Owner/Permittee legally responsible for O&M as named below. The below named New Owner/Permittee hereby accepts responsibility to operate and maintain the surface water management system in accordance with the terms and conditions of the permit, Chapter 373, Part IV, F.S., and Chapter 40D, F.A.C.

RESPONSIBILITY FOR OPERATION AND MAINTENANCE MAY BE TRANSFERRED TO ANOTHER OWNER/PERMITTEE ONLY UPON WRITTEN NOTICE AND APPROVAL BY THE DISTRICT IN ACCORDANCE WITH RULE 40D-4.351, F.A.C.

NEW Owner/Permittee Name, Responsible for O&M (please type): New River HOA, Inc.

Address: c/o Leland Management, Inc; 6972 Lake Gloria Blvd

City, State, Zip: Orlando, FL 32809

[Signature] LCAM

Signature of NEW Owner/Permittee or Authorized Agent

10-9-2018

Date

[Signature]
Community Association Manager
For the Board

Name and Title of Authorized Agent

(727) 451-7902

Telephone (NEW Owner/Permittee)

Check the space below if you have attached these items in support of this transfer:



Copy of recorded deed - Required for all Transfers.



Letter of authorization for authorized agent if appropriate.



Copy of O&M entity documentation - Environmental Resource Permit Basis of Review 2.6.2.

AGENCY USE ONLY

Based upon the information furnished by the Permittee and the New Owner/Permittee, the transfer of this permit is approved.

☐ Responsibility for construction, operation and maintenance is transferred to the NEW Owner/Permittee named in Section 2.

☒ The O&M phase of the permit and the responsibility for operation and maintenance of the system is transferred to the NEW Owner/Permittee named in Section 3.

Kim L. Schwartz - signed electronically

Signature of Authorized District Representative

Kim L. Schwartz, Sr. Regulatory Support Technician - Regulation Division

Name and Title of District Representative

10/25/2018

Effective Date (Enter month and day, two-digits each; and year, four digits)