

Instr #2022037407 BK: 4170 PG: 1014, Filed & Recorded: 5/13/2022 9:23 AM CVW Deputy Clk, #Pgs:62
Doug Chorvat, Jr., Clerk of the Circuit Court Hernando CO FL Rec Fees: \$528.50

This instrument prepared by:

HAND ARENDALL HARRISON SALE LLC
c/o Leslie D. Sheekley, Esq.
35008 Emerald Coast Parkway, Suite 500
Destin, Florida 32541

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
DEED STREET**

**[SUBSTANTIAL REWORDING. SEE GOVERNING
DOCUMENTS FOR CURRENT TEXT.]**

This Amended and Restated Declaration of Covenants, Conditions and Restrictions of Deed Street (“**Declaration**”) is hereby made by **D.R. Horton, Inc., a Delaware corporation**, whose mailing address is 12602 Telecom Drive, Tampa, Florida 33637 to amend, restate and replace in its entirety the Declaration of Covenants, Conditions and Restrictions for Deed Street recorded in the Public Records of Hernando County, Florida as Instrument No. 2021070458 (the “**Original Declaration**”).

WITNESSETH:

WHEREAS, pursuant to Article XVI, Section 5 of the Original Declaration, so long as there is a Class B Membership, Declarant may amend the Declaration without the consent of Lot Owners or Institutional First Mortgage Lenders; and WHEREAS, as of the date of this Amended and Restated Declaration, the Class B Membership has not terminated under the Original Declaration, and by an Assignment of Declarant Rights recorded in Book 4114, Page 221 of the public records of Hernando County, D.R. Horton is the Declarant; and

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

WHEREAS, D.R. Horton, Inc. intends, but shall not be required, to develop the Property as a residential community and to construct single family homes on the Property, subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

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

ARTICLE I

DEFINITIONS

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

Section 1. “Articles” shall mean and refer to the Articles of Incorporation of Deed Street of Hernando Homeowners Association, Inc., a Florida corporation not-for-profit, attached hereto as **Exhibit “B”**, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. “Association” shall mean Deed Street of Hernando Homeowners Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 3. “Board of Directors” or “Board” shall mean the Board of Directors of the Association, as set forth in the Bylaws (as defined below).

Section 4. “Builder” shall mean any person or entity that purchases more than one Lot from the Declarant 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” shall mean the Amended and Restated Bylaws of Deed Street of Hernando Homeowners Association, Inc., attached hereto as **Exhibit “C”** and shall include such amendments, if any, as may be adopted from time-to-time pursuant to the terms thereof.

Section 6. “Common Area” shall mean any real property interests within the Community designated as Common Areas from time to time by the Declarant, by a Plat or by a recorded amendment to this Declaration or Supplemental Declaration, as well as any personal property located thereon owned by the Association, and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the residents within the Community. The Common Areas may include, without limitation, private roads, recreational facilities, entrance features, signage, irrigation lines and equipment, landscape buffers, mail kiosk(s), and improvements.

Section 7. “Community” or “Deed Street of Hernando” shall mean the community planned for development upon the property described in Exhibit “A” or any property annexed as provided herein; the said being within the County.

Section 8. “County” shall mean Hernando County, Florida.

Section 9. “Declarant” shall mean D.R. Horton, Inc., a Delaware corporation, 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. Use of the term “Declarant” herein shall have the meaning of the term “developer” in Sections 720.303 - 720.315 of the HOA Act, but references to “Declarant” herein are not intended to mean one who constructed and was responsible for the site development and infrastructure for the Community including, but not limited to, underground utilities, grading,

excavating, erosion control and road work, to the extent such may be a person or entity different from Declarant.

Section 10. "Declaration" shall mean this instrument and shall include such amendments and supplements, if any, as may be adopted and recorded in the public records of the County from time to time pursuant to the terms hereof.

Section 11. "Developer" shall mean Deed Street Project, LLC, a Florida limited liability company.

Section 12. "Development Period" shall mean the period of time from the date of recording of this Declaration until the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein has been sold by Developer or Declarant to third-party purchasers other than Builders or an Operator.

Section 13. "Governing Documents" shall mean the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community.

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

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

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 and in accordance with Article III herein.

Section 20. "Operating Expenses" shall mean all actual and estimated costs and expenses of operating the Association, as determined appropriate in the discretion of the Board, and may include, but is not limited to, salaries and management fees, professional fees, service, and material costs, telecommunications service costs, costs of supplies and equipment, and any and all costs relating to the discharge of the Association's obligations hereunder; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives, including without limitation costs incurred for the operation,

maintenance, repair, replacement, and improvement of the Common Areas. Operating Expenses shall not include reserves.

Section 21. "Operator" shall have the meaning set forth in Article XI herein.

Section 22. "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 23. "Permit" shall mean the Environmental Resource Permit attached hereto as **Exhibit "D"** or other permits issued for Surface Water Management Systems (hereinafter defined) by the WMD (hereinafter defined). Copies of the Permit and any future permit actions of the WMD shall be maintained by the Association for the benefit of the Association and by the registered agent of the Association.

Section 24. "Plat" shall mean the plat or plats of the Property, to be recorded in the Public Records of the County as the same may be amended 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 25. "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 26. "Rental Period" shall have the meaning set forth in Article XI herein.

Section 27. "Rules" shall mean collectively the rules and regulations, which the Board of Directors 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 28. "Supplemental Declaration" shall mean and refer to an instrument filed in the Public Records of the County pursuant to Article II below which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

Section 29. "Surface Water Management System" shall include, but is not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetland, wetland buffer and upland preservation, and wetland mitigation areas. The Surface Water Management System facilities are located on land designated on the Plat or located on land that is owned by or dedicated to the Association or located on land that is subject to an easement in favor of the Association.

Section 30. "Tenant" shall mean any person or person(s) who are renters, tenants or the like under a lease agreement with the Owner of a Lot for occupancy of the Home on the Lot.

Section 31. "Turnover" shall have the meaning set forth in Article III, Section 2 herein.

Section 32. "WMD" shall mean 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.

Section 2. Application of Declaration. The Property and all Homes and improvements shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery 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 and the Developer's Restrictive Covenants. THE FILING OF THIS DECLARATION AND SUBJECTING THE PROPERTY TO THE COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, AND EASEMENTS CONTAINED HEREIN SHALL NOT BE CONSTRUED IN ANY WAY AS INHIBITING OR PROHIBITING WAIVER OF ASSOCIATION PROCEDURES UNDER THE BYLAWS OR THE HOA ACT BY DECLARANT AND ANY DESIGNATED OPERATOR DURING THE RENTAL PERIOD (EXCEPTING THOSE PROCEDURES AND ACTS REQUIRED BY LAW TO BE PERFORMED).

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

(a) Annexation of Additional Property. 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 during the Development Period, to annex and 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. 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 in additional Property to the Community or construct the Community pursuant to the plan

of development approved on the date of this Declaration, which may be modified by the Declarant in the future.

(b) Annexation with Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B 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) Declarant shall be entitled to withdraw portions of the Property owned by Declarant, or with the express consent of the owner of the property, from the terms and conditions of this Declaration, subject to the terms and conditions of this Section. For purposes of this Declaration, the portion of the Property withdrawn from the terms hereof shall be referred to as the "**Withdrawn Property**." In order to withdraw such portion of the Property from the terms of this Declaration, Declarant shall record in the Public Records of the County an instrument executed with the formalities of a Deed, which instrument shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Withdrawn Property. Declarant shall have the right to withdraw portions of the Land from the terms and conditions of this Declaration without the joinder, ratification or approval of the Association, any Owner, or any lienholder, provided that Declarant is the fee simple owner of the Withdrawn Property, and provided that the withdrawal of the Withdrawn Property shall not result in 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.

(d) 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 AND TURNOVER**

Section 1. Membership and Voting. Except as otherwise provided herein, every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to

this Declaration 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. Votes may be cast by Members in accordance with the Bylaws.

Section 2. Turnover. Turnover of control of the Association shall take place upon the earlier of the following to occur, or as otherwise required by law:

- (a) Three (3) months after ninety (90%) percent of the Lots ultimately planned for the Community have been conveyed from Declarant to Lot Owners other than Declarant or Builders, an Operator or third-party to whom Declarant rights are assigned; or
- (b) Thirty (30) days after the Declarant elects to terminate the Class B Membership in a written instrument signed by Declarant and delivered to the Secretary of the Association; or
- (c) As and if otherwise required by Florida law.

ARTICLE IV **PROPERTY RIGHTS**

Section 1. Membership Easements of Enjoyment. Every Owner and their authorized guests and Tenants shall have a right and easement of enjoyment in and to the non-exclusive use of the Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following:

- (a) 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;
- (b) The right of the Association or designated Operator 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 or other purposes;
- (c) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith, including without limitation private access easement granted to the Association for the use and benefit of the Owners, their guests, Tenants, and invitees, if any; and
- (d) Easements referred to in Article VIII hereof;
- (e) The right to the use and enjoyment of the Common Area and facilities thereon, once construction thereof has been completed, shall extend to all Owners and their family, Tenants, guests and invitees, provided subject to regulation under this Declaration and Rules promulgated by the Association;
- (f) The other provisions of this Declaration, the Articles and Bylaws.

Section 2. Common Area. The Common Area licensed, dedicated, transferred, and/or conveyed as Common Area, shall be held, operated, maintained, repaired and replaced according to the following:

(a) In the event any Common Area is dedicated to the Association, the Declarant will convey such Common Area to the Association and the Association shall maintain the Common Area conveyed to it. In addition, any easement granted in favor of the Association shall be maintained by the Association in accordance with the terms of any such grant or dedication as if such easements were Common Areas; provided, however, the use and enjoyment of such easements shall be limited to the purpose for which they were intended. The Association shall be obligated to accept conveyance of any Common Areas or grants of easements from the Declarant as deemed necessary or advisable by Declarant. The Association shall have the right to promulgate Rules for the use of Common Areas and such shall be enforceable against all Owners and their guests, Tenants and invitees. Common Area shall include all property dedicated to the Association on a Plat, as well as all property conveyed to the Association.

(b) 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, Tenant or guest to comply with the Rules of the Association shall be the responsibility of the Owner or its guest, Tenants or other invitees, as applicable.

(c) Said Common Area, upon installation and construction, shall be maintained, repaired and replaced as scheduled and as necessary in a continuous and satisfactory manner in good order, condition, and repair as of the recording of this Declaration;

(d) The right to the use of the Common Area, once installation or construction thereof has been completed, shall extend to all Members and their family, tenants, contract purchasers and invited guests, subject to regulation from time to time by the Association in its Rules. Vendors, contractors and service providers, entering the Community as an invitee of an Owner or the Association, shall be subject to the Rules of the Association;

(e) The Common Area shall be subject to the other provisions of this Declaration, the Articles, Bylaws and Rules; and

(f) The Association, through its Board of Directors, may make and enforce this Declaration and the reasonable rules and regulations governing the Common Area, which rules and regulations shall not be inconsistent with the rights and duties established by this Declaration. Sanctions for violations may include monetary fines levied in accordance with the Declaration and applicable law and suspension of the right to vote. The Board of Directors shall, in addition, have the power to seek equitable and monetary relief in any court for violations. The imposition of fines for violations shall be as provided herein and in the Bylaws of the Association.

(g) Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained in relation to the Common Area or other property serving Association, and

improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be operating expenses of the Association to the extent such matters are not covered by insurance maintained by the Association.

(h) Rules. The Association, through its Board of Directors, may make and enforce reasonable Rules governing the Common Areas. Violations of such Rules or provisions of this Declaration may result in monetary fines levied in accordance with the HOA Act, and suspension of amenity and Common Area use rights. The Board of Directors shall, in addition, have the power to seek relief in any court for violations or to abate nuisances.

Section 3. Declarant's, Operator's and Builders' Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article IV shall be subject to:

(a) The right of Declarant to enter into agreements, 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, Operator's or Builders' development, construction, leasing, sales and marketing of the Property.

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

(c) The Declarant, Operator and each Builder, as applicable, shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Rental Period and such additional period of time as Declarant or such Builder is engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant and Builders shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant, Operator and Builders, if approved by 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, leasing and marketing of the Community during the Rental Period and until Turnover. Declarant and Operator shall also have the right to control the operation and opening of any Access Control System to facilitate construction, sales, leasing and marketing of the Community. No Owner, his Tenants, guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant,

Operator, Builders, or any of their agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion, leasing or sales activity; and

(d) The Declarant shall have full right to assign any or all of its right, title and interest in the Property, both as Declarant and as a Member of the Association, to another party by the execution and recording of a proper instrument in the Public Records of the County.

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, nor Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any recreational facilities or other improvements 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 Turnover. 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.
THE ASSOCIATION AND EACH OWNER SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. NEITHER THE DECLARANT NOR ANY BUILDER MAKES ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN. FURTHER, THE DECLARANT MAKES NO REPRESENTATION OR WARRANTY WHATSOEVER, EITHER EXPRESS OR IMPLIED, THAT THE PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF THE PROPERTY CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY DECLARANT IS OR WILL BE SUBJECT 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 SUCH REAL PROPERTY IS ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT.

Section 4. 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 Property for public use, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 5. 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 6. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the WMD and that an easement is hereby created over the entire Property for the surface water drainage and storage, and for the installation and maintenance of the Surface Water Management System for the Property in accordance with the Permit; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Surface Water Management System shall be owned by the Association and shall be operated and maintained by the Association and/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, as well as any ongoing monitoring required pursuant to the Permit.

ARTICLE V **COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any 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 Owner, and agrees to pay to the Association: (1) any Regular Assessments (as defined below) or charges for the payment of Operating Expenses of the Association (including, without limitation, payment of taxes which may be assessed against any Common Areas or any personal property which may in the future be owned by the Association) (“**Regular 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 Areas, together with other costs and/or expenses levied or imposed against the Association or property of the Association (“**Special Assessments**”); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots (“**Individual Assessments**”). All such 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, and unless waived, in accordance with the HOA Act. 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, 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. 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. 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. Any Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and the Community.

Section 3. No Reserves. Reserve funding is not provided for by this Declaration and neither Declarant or an Operator shall be responsible to contribute any monetary amount for reserves.

Section 4. Declarant's Right to Fund Association Expenses. Notwithstanding any provision that may be contained to the contrary in this Declaration, during the Rental Period, an election may be made by Declarant or any successor Declarant for itself, or by Declarant and/or a designated Operator as the Owner(s) of all Lots in the Community, to pay all expenses of the Association as they are incurred for the management and maintenance of the Property in accordance with this Declaration; which election would be in lieu of the adoption of an annual budget and in lieu of the Association levying and collecting Assessments. In the event of such election and following the termination of the Rental Period, the Declarant and any designated Operator, as applicable, shall have no further liability of any kind to the Association for the payment of expenses as described in this Section 4, other than those that arose to prior to termination of the Rental Period. In the event of termination of the Rental Period and for the period prior to Turnover, Declarant may elect to fund deficits in Operating Expenses in accordance with the HOA Act, or elect to pay assessments on the Lots it owns like other Owners.

Section 5. Rate of Assessments. In the event Declarant does not make an election under Section 4, but rather levies Assessments pursuant to an adopted budget for expenses, Lots without a Home, due to a reduced level of services provided by the Association compared to Lots with a Home capable of occupancy, shall not be assessed until such Lot is improved with a Home, and (b) Lots owned by the Declarant shall be exempt from payment of Assessments during any period of time that Declarant is funding deficits in Assessments levied on non-Declarant owned Lots for Operating Expenses. Declarant makes no guarantee as to a maximum level of Assessments which may be levied and due from non-Declarant Owners.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. Review of Proposed Additions/Alterations. During the Rental Period, unless previously approved by Declarant or a designated Operator, as applicable, in writing, no Tenant or occupant of a Home may alter the appearance of the exterior of the Home or make any improvement or alteration of any kind on the Lot, including, but not limited to those related to fences, walls, walkways, driveways, windows, trim, awnings, lighting, shutters, roofing, landscaping, antennas, pools, patios, exterior colors or materials or fixtures. The Declarant may condition its approval of proposals, plans and specifications as it deems appropriate, for aesthetic or any other reason, and may require plans and specifications or other information prior to

approving or disapproving any request submitted. Following any termination of the Rental Period, no such alterations or additions may be made without the prior approval of the Board of Directors, or if appointed by the Board, an architectural review committee ("ARC"), in accordance with guidelines for architectural standards and procedures or Rules adopted by the Board.

Section 2. No Waiver of Future Approvals. Neither the approval of Declarant (or the Board, as applicable) of any proposals or plans and specifications or drawings for any alterations or additions to Lots or Homes, or in connection with any other matter requiring the approval and consent of the Declarant or Board of Directors, nor the failure to require correction of any unapproved alterations, shall 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. Neither Declarant or any member of the Board of Directors or the Association 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 or specifications. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors, the Association or any committee thereof, and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the Board or committee members or Declarant.

ARTICLE VII **USE RESTRICTIONS**

The following Use Restrictions shall apply to all Lots within the Community, except for any Lots owned by the Declarant, a designated Operator or Builders. Except as otherwise provided herein, each Owner and its guests, Tenants, occupants and invitees must comply with the following:

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

Section 2. Temporary Structures. No structure of a temporary character, trailer, basement, tent, shack, barn, shed or other out-building shall be placed or used on any Lot without the prior written approval of Declarant, or if after Turnover, by the Board. No such structures, even if approved, shall at any time be used as a residence or appurtenance to such residence, either temporary or permanent. The foregoing shall not apply to temporary construction trailers or other temporary structures used by the Declarant or a Builders approved by 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, as determined by the Board in its sole discretion. Such activity shall specifically include, but not be limited to, the use or discharge of firecrackers or fireworks. This Section shall not apply to sales, leasing, marketing, construction and development activities by Declarant, Operator or Builders.

Section 4. Animals. No animals of any kind, including but not limited to livestock, swine, poultry, reptiles or insects, shall be kept, maintained, or bred on any Lot or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of four (4) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors or under applicable codes or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or four (4) domestic cats (hereinafter "Pets"), shall be permitted to be kept in a Home or Lot, provided such Pets are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, Pets permitted by this Section 4 may be kept on a Lot only so long as such Pets do not constitute a nuisance. The Board of Directors shall specifically have the power to require the removal and relocation of any unauthorized animal and any Pet that is a nuisance, or which has harmed, or which presents a threat of harm, to residents and others in the Community. Each person bringing or keeping an animal/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 animal/Pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after Pets which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Pets belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the Pet when outside the Home. No Pets shall be "tied out" in a yard or on a porch or patio, or 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 relating to Pets and animals and the right to restrict or require removal of any such animals determined by the Board or applicable codes or regulations to constitute a nuisance or danger to the Community. In addition, all Pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the 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 Board of Directors 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 and Florida Fair Housing Acts.

Section 5. Signs. No sign of any kind shall be displayed to the public view on any Lot. Notwithstanding the foregoing, the Declarant specifically reserves the right, for itself and for designated Operators, Builders, and their respective agents, employees, nominees and assigns, the right, privilege and easement during the Rental Period to construct, place and maintain

upon any Lot or Common Area within the Community such signs as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, leasing and sale of any of the Lots and Homes. Following termination of the Rental Period, Lots owned by persons or entities other than Declarant or an Operator, may display 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.

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 streets, from neighboring Lots or from anywhere within the 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 applicable municipal and county codes.

Section 7. Laundry; Renewable Energy Devices. Subject to the provisions of Section 163.04, Florida Statutes, as may be amended from time to time, to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by Declarant, or if after Turnover, the Board.

Section 8. Personal Property; Patio and Lawn Furniture. All personal property of Owners, Tenants or other occupants of Homes shall be stored within the Homes. No personal property may be used or stored on any Lot or Home which is unsightly or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible from any street adjacent to the Lot or any other property, without the prior written approval of the Board. The Board may establish standards for patio furniture and patio swings at its sole discretion. All other outdoor furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. No furniture may be stored on the lawn of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, Tenants or occupants of the Home, such Owner, Tenants or occupant(s) must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture and lawn ornaments shall be removed from outside and stored within the Home upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning. The Board has authority to regulate the placement and use of items on the Common Area.

Section 9. Vehicles and Parking.

(a) Parking in the Community is limited to designated driveways, garages and Common Area parking spaces. There shall be no parking on the grass, the street, or any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Parking on streets may be limited by the Association's Rules and Regulations. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty-four (24) hours, except inside the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant, Builders, or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view except those of visiting contractors making repairs to a Lot or Home and this provision is specifically intended to preclude any Lot Owner from parking their personal commercial vehicle or that used for employment in public view. Automobiles issued by the County or other governmental entity (i.e., police cars), shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs) or mini motorcycles are permitted at any time on any paved surfaces forming a part of the roadways in the Community or on any sidewalk. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home and each Tenant, by acceptance of a lease for temporary occupancy of 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, Declarant, Operator nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. By accepting title to a Home or a lease for rental of a Home, the Owner, or as applicable, the Tenant, provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot and to the extent allowed by law, the roadways in the Community, which are in violation of this Declaration. An affidavit of

the person posting theforesaid notice stating that it was properly posted shall be conclusive evidence of proper posting. For purposes of this paragraph, "vehicle" shall also mean campers, boats, watercraft, mobile homes, trailers, etc.

(b) 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 or Tenant 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, Tenants 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 10. Septic Tanks. No septic tanks or individual wells will be permitted on any Lot.

Section 11. Garages. No garage may be improved or otherwise used for purposes of 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 Declarant, or following the Rental Period, from the Board of Directors. No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 12. Driveways. No widening of a driveway shall be permitted without prior written Board, Declarant or ARC approval, and approval shall not be given for an extension beyond the external side lines of the garage. Any driveway extension must match the current driveway surface. Driveway stains or surface coatings are not permitted unless such stains are clear. Owners may not change the driveway surface from that installed by the Builder of the Home absent prior written approval by the Board, or ARC. Replacement of a driveway must be of the same materials and style as originally installed by the Builder.

Section 13. 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 Declarant (or the Board, if after Turnover). Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or Tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of Declarant, or the Board, as applicable after Turnover. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the Declarant, or the Board, as applicable after Turnover. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the Declarant, or the Board, as applicable after Turnover. 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 14. Flags. No flags or banners will be permitted other than a Flag permitted by Section 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 Board. The Declarant, Builders, an Operator and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and for Builders and Operators, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the Community such flags and banners as the Declarant deems appropriate in connection with the development, improvement, construction, marketing, leasing and sale of any of the Lots and Homes.

Section 15. Business Activity. Except for normal construction activity, leasing, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, 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 or Tenant may maintain a home business office within a Home for such Owner's or Tenant's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules and Regulations. No Owner, Tenant or other person may 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, childcare facility, assisted living facility or halfway house may be operated out of a Home. No garage sales are permitted, except as permitted by Association. The foregoing shall not apply to any platted Lot which is designated for and zoned for commercial use or pertaining to circumstances regulated by applicable fair housing laws

Section 16. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the Declarant, or if after Turnover, by the Board. The Board 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, Tenant or occupant 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.

Section 17. Fences. All fences shall require approval prior to installation on a Lot. Retaining walls and perimeter fences within the Community that were originally installed by the Developer, Declarant or Association shall be maintained by the Association for the benefit of all Owners. All other fences located on a Lot shall be maintained by the Owner or Owners of such benefited Lots at such Owner's or Owners' sole cost and expense. Fences shared by two or more Lots, shall be maintained, cleaned, repaired and replaced jointly by the Owners of the Lots upon which the fence is shared. In the event such Owner(s) fail to maintain, clean, repair or replace a fence for which they have responsibility, the Association shall have the right, but not the obligation, to enter upon the Lots and perform necessary maintenance, cleaning, repair or replacement of the fence, the expense of which shall be charged in equal shares to the benefitting Lot Owners as an Individual Assessment

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

Section 19. Lakes/Ponds. Bodies of water located within the Community shall not be used for recreational purposes, including swimming, fishing, boating, jet skiing, or any other types of water sports. Swimming, wading or fishing in any body of water within the Community is prohibited. No planting, fencing or other improvements or additions to the landscape area or grassed area surrounding any body of water in the Community and within the maintenance easements surrounding the bodies of water are permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the lake banks, within the maintenance easements surrounding the lake or rear yards of Lots adjacent to the lakes. The Association has the right to further restrict use of bodies of water in the Community in promulgated Rules established by the Association. BY ACCEPTANCE OF A DEED OR LEASE TO A HOME OR LOT, EACH OWNER AND TENANT ACKNOWLEDGES THAT THE WATER LEVELS OF ANY WATER BODIES IN THE COMMUNITY MAY VARY FROM TIME TO TIME. THERE IS NO GUARANTEE BY THE DECLARANT OR ASSOCIATION AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. AT TIMES, AREAS IN THE COMMUNITY WHICH ARE DESIGNED TO RETAIN WATER, MAY HAVE LITTLE TO NO WATER RETENTION AND WATER LEVELS MAY BE NON-EXISTENT.

Section 20. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt, inhibit, limit or impede the construction, leasing,

sales, and marketing of Homes in the Community as determined by Declarant or a designated Operator, as applicable, in their sole discretion, shall not apply to the Declarant, Operator or Builders.

ARTICLE VIII **EASEMENTS**

Section 1. Public Services. Easements are reserved over each Lot and the Common Areas 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 Water Management System, surface water management and drainage facilities, landscaping, fencing, signage, and street lighting are reserved on and over each Lot and the Common Areas 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 an 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 constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots or Common Area.

Section 4. Common Area Maintenance. Easements for ingress and egress and for the performance of its maintenance responsibilities hereunder are reserved on and over each Lot in favor of the Association and its agents, contractors and service providers related to the same. Such easements are reserved for their intended purpose and shall not be removed by subsequent Owners.

Section 5. Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association and its designees, the WMD, the County, and/or any governmental agency having jurisdiction over the Stormwater Management System, over, across and upon the Property for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or a Builder, (ii) landscaping of the Stormwater Management System, (iii) as required by the County, the Association or the Permit, and/or (iv) improvements approved by Declarant, or as applicable, the Board. A non-exclusive easement for ingress and egress and access exists over, across and upon the Community for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas,

conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of the Community and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through the Community and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

Section 6. Maintenance of Easement Areas. Within any of the easement areas hereby reserved or created, or shown on the Plat of the Community, or within designated Common Areas or other portion of the Property 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 as otherwise expressly provided herein, and except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company. Each Lot Owner shall maintain any drainage easement located in the Lot in the manner required by the Association.

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

Section 8. Declarant. An easement is reserved over each Lot, in favor of the Declarant for the purpose of carrying out any obligations of the Declarant under the terms of this Declaration or any governmental permit, order or applicable law in connection with the construction of Homes on Lots. 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 no longer owns any Lots and all of the Declarant's obligations hereunder are satisfied.

ARTICLE IX COVENANTS FOR MAINTENANCE

Section 1. Lot Owner Maintenance Responsibilities. Each Lot Owner shall be responsible for the maintaining, repairing, and replacing of 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, windows and roofs, gutters, downspouts and skylights, patio screens, screen enclosures, doors, fixtures or

equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot. It will also be the duty of each Owner to maintain in good repair any driveway servicing a single Lot, as well as the sidewalk, if any, located on or abutting his or her Lot. It shall also be the responsibility of Lot Owners to maintain and cut the grass located and for all maintenance and replacement of any landscaping installed on such Owner's Lot and to replace grass, trees, and shrubs. Owners and Tenants 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 landscaping that has died or otherwise requires replacement. The foregoing obligations shall apply jointly and severally to Tenants and Owners with respect to maintenance and repair responsibilities assigned to Tenants under a lease for the Home.

Section 2. Association Maintenance Responsibilities. The Association shall be responsible for the maintenance of grass and landscaping on Common Areas and within any landscape buffer easement on the Common Areas or landscaping buffers originally installed by the Declarant or the Association on the Common Areas to comply with applicable codes and permits. The Association shall maintain, repair and replace all structures, hardscape and other improvements located on Common Area, except as otherwise provided herein. Such maintenance responsibility shall include maintenance of the Surface Water Management System.

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Common Area at the Association's expense, the cost of which shall be an Operating Expense. The Association may, in its sole discretion, maintain the irrigation system located on each Lot, the cost of which (if undertaken) shall also be an Operating Expense. The Association is hereby granted an easement over and across each Owner's Lot for the purpose of repairing and maintaining the irrigation system. Owners and occupants of Homes shall not place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Board. Each Owner or Tenant, as applicable, 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 such Owner's Lot or the Common Area, caused by such Owner, any member of such Owner's family, any guests, invitees, Tenants, contractors, workers or agents of Owner. Each Owner shall be responsible for the cost of any damage or erosion caused by the operation of the drainage system installed on his or her Lot. Repair of such damage or erosion may be performed by the Association. In the event the Association does not maintain the irrigation lines located on the Lots, it shall be the duty of each Owner to maintain any irrigation line located on and servicing his or her Lot at the Owners' expense.

ARTICLE X **MORTGAGES**

Subordination of the Lien to Mortgages. The priority of the Association's lien and the obligation for payment of past due assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure shall be determined by the HOA Act, as amended from time to time. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof or relieve the prior Owner from any personal liability for any unpaid assessments occurring prior to said sale or transfer.

ARTICLE XI LEASING/RENTAL PERIOD

(a) Rental Operation. Declarant reserves unto itself, its successors and assigns, and those persons or entities designated by written acknowledgement of Declarant as an operator (each, an "**Operator**"), the right, authority and power to rent each, any or all such Homes located on Lots owned by Declarant or Operator, under such terms as Declarant or Operator, in its sole discretion may decide, for so long as Declarant or Operator is the Owner of said Lots (the "**Rental Period**"). During the Rental Period, Declarant may, in its sole discretion, and with the consent of Operator, if applicable, dispense with and/or waive any or all Association procedural requirements established by this Declaration, the Articles of Incorporation, the Bylaws or the HOA Act, except those procedures and acts which the Association is required by law to perform. In the event during the 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. The Rental Period shall continue indefinitely so long as Declarant, its successors and assigns and/or if designated, an Operator, own all Lots in the Community and hold for residential leasing purposes the Lots improved with Homes.

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

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

ARTICLE XII **WATER MANAGEMENT SYSTEMS**

Section 1. General. The Association shall be responsible for the maintenance of the Surface Water Management System in the Community. All Surface Water Management System facilities within the Community, excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the Association, whose agents, employees, contractors and subcontractors may enter any portion of the Surface Water Management System and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost of such alterations, improvements or repairs shall be part of the Operating Expenses. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, OPERATOR AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER OCCURRING AS A RESULT OF A MALFUNCTION OF A PORTION OF A DRAINAGE SYSTEM ON A LOT.

(a) Except as permitted by the Permit, no construction activities may be conducted relative to any portion of the Surface Water Management System without the prior written consent of the WMD. Prohibited activities include but are 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 Surface Water Management System. Construction and maintenance activities which are consistent with the design and permit conditions approved by the WMD in the Permit may be conducted without specific written approval from the WMD.

(b) 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, Operator, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(c) No Lot, Common Area or any other portion of the Community shall be increased in size by filling in any retention/detention area that it abuts. No person shall fill, dike, rip-rap, block, divert or change the established retention/detention areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant, a designated Operator or the Association may draw water for irrigation or other purposes from any retention/detention areas, nor is any boating, wading, or swimming in such retention/detention areas allowed.

(d) The WMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the Surface Water Management System.

(e) Any amendment of the Declaration affecting the Surface Water Management System or the operation and maintenance of the Surface Water Management System shall have the prior written approval of the WMD.

(f) If the Association ceases to exist, the Surface Water Management System shall be transferred to, accepted and maintained by an entity in accordance with Rule 62-330.310, Florida Administrative Code (as may be amended from time to time), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by the WMD prior to such termination, dissolution, or liquidation.

(g) No Owner, Tenant or other person may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation areas described in the Permit and/or Plat or approved plans, unless prior approval is received from the WMD pursuant to environmental resource permitting.

(h) Owners, Tenants and other persons shall not remove native vegetation (including cattails) that becomes established within any retention/detention area in the Community. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Questions regarding authorized activities within the retention/detention areas shall be directed to the WMD.

Section 2. Proviso. Notwithstanding any other provision in this Declaration, no amendment of the Governing Documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the Surface Water Management System, unless the amendment has been consented to in writing by the WMD. Any proposed amendment that would affect the Surface Water Management System must be submitted to the WMD for a determination of whether the amendment necessitates a modification of the Permit.

Section 3. Mitigation Area Monitoring. In the event the Community has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall perform all such wetland mitigation monitoring, if any, in accordance with all Permit conditions associated with such wetland mitigation, monitoring, and maintenance, to the extent the Association is required to perform such monitoring and maintenance.

Section 4. Conservation Areas. The Property, including Lots and Common Areas, may contain or be adjacent to wetlands, wetland mitigation or preservation areas, upland buffers, upland and conservation areas and drainage easements, which may be dedicated by Plat and/or protected by a conservation or preservation easement ("Conservation Areas"). Conservation and preservation easements on the Property may be established or dedicated on the Plat, by a separate instrument and/or this Declaration. The Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically

authorized in writing by the County, the WMD or any governmental agencies having jurisdiction. Owners, Tenants and other persons shall not remove native vegetation (including cattails) that becomes established within the Conservation Areas and the Conservation Areas may in no way be altered from their natural or permitted state. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp.

Section 5. Littoral Areas. The ponds and wetlands within the Community, if any, 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. The Association shall be responsible for monitoring and maintenance, including removal, of exotic nuisance plant species which may be located within the SWMS in accordance with the Permit and any applicable County Code.

Section 6. 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 to compel it to correct any outstanding problems with the Surface Water Management System, comply with the mitigation or monitoring requirements of the Permit or other the responsibilities under the control of the Association.

ARTICLE XIII 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, the Articles, and except to the extent waived by Declarant or Operator, the provisions of the Bylaws of the Association. The restrictions and limitations of this Declaration are intended to be and shall be taken as consideration for any lease or deed of conveyance hereinafter made. The Association, by and through Declarant and/or any designated Operator during the Rental Period, shall be the entity or entities responsible for the operation and maintenance of the Common Area improvements.

Section 2. Enforcement. The Association, the Declarant and/or a designated Operator shall have the right during the Rental Period to enforce all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration and by proceedings at law or in equity. After Turnover, the Association or any 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 appellate levels. The Association shall be responsible, at its cost and expense, for enforcement of the Developer's Restrictive Covenants with respect to all Lots in the Community and in that regard, shall be authorized to use the same methods of enforcement available with respect to the Governing Documents and/or as provided by the HOA Act.

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. This Declaration is to take effect upon recordation and shall be binding upon the Association and all Owners and all persons and entities claiming title under and through them for thirty (30) years after the date this Declaration is recorded in the public records, 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, be extended for successive terms 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 Thirteen 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. The Declaration may be terminated by an instrument signed by an officer of the Association on behalf of eighty percent (80%) of the total voting interests of all Members agreeing to terminate this Declaration has been recorded in the Public Records of the County.

Section 5. Dissolution of Association.

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

(b) Generally. In the event the Association ceases to exist, the SWMS shall be conveyed to the WMD or an appropriate agency of local government and, if not accepted by such agency, the Surface Water Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code, as may be amended from time to time, and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved in writing by the WMD prior to such termination, dissolution, or liquidation.

(c) Applicability of Declaration after Dissolution. In the event of dissolution of the Association, the Community and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting

Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas (if any). The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of the Community that had been Common Areas and continue to be so used for the common use and enjoyment of the Declarant, Builders and other Owners.

Section 6. Amendment. Prior to Turnover, Declarant reserves the right to amend this Declaration without the consent of the Owners or any other person or entity. Such amendments shall not require the consent of any Institutional First Mortgagee. No provisions related to the Declarant's rights may be amended without the consent of the Declarant. No provisions relating to the Builders' or designated Operator's rights may be amended without the consent of the Builder(s) or Operator affected by such proposed amendment. Amendments made by the Declarant in accordance herewith, shall become effective when executed by Declarant and recorded in the Public Records of the County. After Turnover, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than thirty (30%) percent of the Owners at a duly noticed meeting for the purpose of voting on such amendment. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the Surface Water Management System must receive prior written approval of the WMD and Association. The Governing Documents shall not be amended in any manner which conflicts with the Developer's Restrictive Covenants or which materially and adversely affects the rights of the "Declarant" under the Developer's Restrictive Covenants, without the prior written consent of the "Declarant" under the Developer's Restrictive Covenants Any amendments must be properly recorded in the Public Records of the County.

Section 7. Remedies for Violation – Fines and Suspensions. In the event of an alleged violation of the Declaration, the Articles, the Bylaws or the Rules adopted hereunder, the Board shall have the right, in accordance with Section 720.305, Florida Statutes, to (1) levy a fine against the Owner or Tenant who allegedly, or whose family member, guest, and/or Tenant allegedly committed such violation, (2) suspend or condition the right of a an Owner or Tenant, his family, guest and/or Tenant (the "**Respondent**") to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) or (3) suspend or condition such violating Owner's right to vote on Association matters.

Section 8. 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 9. Florida Law and Venue. This Declaration shall be governed by the laws of the State of Florida and exclusive venue for any action for its enforcement or interpretation shall be in the County.

Section 10. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose.

Section 11. 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 12. 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 13. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER INTO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE HOMES WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS AN OPERATING EXPENSE. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT, BUILDERS AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 14. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION, DECLARANT AND ANY DESIGNATED OPERATOR 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, TENANTS, 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) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS, REGULATIONS, POLICIES OR OTHER RULES OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES, NOTWITHSTANDING THE FACT THAT THE ASSOCIATION MAY ADOPT RULES, POLICIES AND/OR REGULATIONS WHICH PROHIBIT OR REQUIRE SIMILAR ACTIONS AS SUCH LAWS, REGULATIONS, POLICIES OR OTHER RULES; AND

(b) THE ASSOCIATION MAY ADOPT POLICIES, RULES AND/OR REGULATIONS WHICH RELATE TO THE HEALTH, SAFETY AND/OR WELFARE OF THE COMMUNITY OR THAT ARE REQUIRED BY A GOVERNING JURISDICTION. ANY SUCH POLICY, RULE OR REGULATION OR ANY AMENDMENT TO THIS DECLARATION, THE ARTICLES OR BYLAWS RELATING OR WHICH IS HELD TO RELATE TO THE HEALTH SAFETY AND/OR WELFARE OF THE COMMUNITY SHALL

BE INTERPRETED AND ENFORCED FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF AND NOT AS A GUARANTEE OF PROTECTION FOR THE OWNERS, TENANTS, OCCUPANTS AND GUESTS AGAINST ANY ILLNESS, DISEASE, BODILY HARM, DEATH OR OTHER HARM.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON, INCLUDING BUT NOT LIMITED TO TENANTS, HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED AND RELEASED 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 DECLARANT OR 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, OPERATOR, BUILDERS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, MEMBERS AND AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

ALL OWNERS, TENANTS, 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. EACH OWNER, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED TO A LOT, AGREES TO REVIEW AND COMPLY WITH THE WILDLIFE MANAGEMENT PLAN FOR THE COMMUNITY, IF ANY AND TO CAUSE ALL OCCUPANTS OF THEIR HOME TO COMPLY WITH SUCH WILDLIFE MANAGEMENT PLAN. 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.

BK: 4170 PG: 1044

IN WITNESS WHEREOF, the Declarant has executed this Declaration, this 2nd day of May, 2022.

Signed, sealed and delivered
in the presence of:


 Print Name: David Kato

 Print Name: B. D.

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

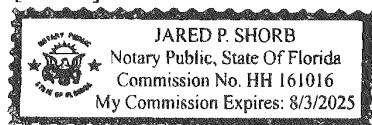
By: 
 Name: David Donovan
 Title: Vice President

STATE OF FLORIDA
 COUNTY OF HILLSBOROUGH *BS*
Marton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of May, 2022, by David Donovan, as VP of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation, and he is personally known to me or has produced _____ as identification.


 Signature of Notary Public


[SEAL]



Notary Public Name (Typed or Printed)
 Notary Public, State of Florida at Large
 Commission No. HH 161016
 My commission expires: 8/3/25

ASSOCIATION JOINDER

Deed Street of Hernando Homeowners Association, Inc., a not-for-profit Florida corporation whose mailing address is 12602 Telecom Drive, Tampa, Florida 33637, hereby approves and joins in the Amended and Restated Declaration of Covenants, Conditions and Restrictions of Deed Street of Hernando 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, Deed Street of Hernando Homeowners Association, Inc. has executed this Joinder on this 12 day of May, 2022.

Signed, sealed and delivered
in the presence of:


 Print Name: Baron Faro

 Print Name: Michelle Faro

Deed Street of Hernando Homeowners Association, Inc., a Florida not-for-profit corporation

By: 
Ryan Cook, President

STATE OF FLORIDA)
 : SS.
 COUNTY OF HILLSBOROUGH)

The foregoing instruction was acknowledged before me by means of physical presence or online notarization this 12th day of May, 2022, by Ryan Cook, as President of Deed Street of Hernando Homeowners Association, Inc., a not-for-profit Florida corporation, on behalf of said Corporation. He/She is personally known to me or has produced _____ as identification.



Michelle Faro
 NOTARY PUBLIC
 STATE OF FLORIDA
 Comm# GG293566
 Expires 1/22/2023

[SEAL]


 Signature of Notary Public

Michelle Faro

Notary Public Name (Typed or Printed)

Notary Public, State of Florida at Large

Commission No.: GG 293566

My commission expires: 01-22-23

EXHIBIT "A"

PROPERTY

A parcel of land lying within the Southeast 1/4 of Section 30, Township 23 South, Range 18 East, Hernando County, Florida, being more particularly described as follows:

For a POINT OF REFERENCE commence at the Northeast corner of the Southeast 1/4 of said Section 30; thence along the East boundary thereof, S.00°07'20"W., a distance of 238.34 feet to the Easterly line of a 295-foot Florida Power Corporation right-of-way as recorded in Official Record Book 109, Page 579, of the public records of Hernando County, Florida, for a POINT OF BEGINNING; thence along said Easterly right-of-way line, S.23°38'19"W., a distance of 1915.93 feet to the Northerly boundary of that parcel described in Official Record Book 2318, Page 541, of the public records of Hernando County, Florida; thence along said Northerly boundary, N.66°19'57"W., a distance of 295.61 feet to the Westerly line of the aforementioned Florida Power Corporation right-of-way; thence along said Westerly right-of-way line, S.21°26'30"W., a distance of 7.04 feet to the Southeast corner of that parcel described in Official Records Book 679, Page 1346, of the public records of Hernando County, Florida, and a non-tangent point of curvature; thence along the South boundary of said parcel, Westerly 192.90 feet along the arc of a curve to the left, said curve having a radius of 375.00 feet, a central angle of 29°28'22", and a chord bearing and distance of N.74°58'22"W., 190.78 feet to the East right-of-way line of Mariner Boulevard; thence along said East right-of-way line, S.00°17'29"W., a distance of 59.42 feet to the Northwest corner of that parcel described in Official Record Book 726, Page 157, of the public records of Hernando County, Florida and a non-tangent point of curvature; thence along the North boundary of said parcel, Easterly 168.30 feet along the arc of a curve to the right, said curve having a radius of 315.00 feet, a central angle of 30°36'47", and a chord bearing and distance of S.74°12'23"E., 166.31 feet to a point on the aforementioned Westerly Florida Power Corporation right-of-way line, said point also being the Southwest corner of the aforementioned parcel described in in Official Record Book 2318, Page 541; thence along the Southerly boundary of said parcel, S.66°51'10"E., a distance of 295.82 feet to a point on the aforementioned Easterly Florida Power Corporation right-of-way line, said point also being the Northernmost corner of WELLINGTON AT SEVEN HILLS PHASE 11, as per the plat thereof recorded in Plat Book 37, Page 22, of the public records of Hernando County, Florida; thence along the North boundary of said WELLINGTON AT SEVEN HILLS PHASE 11, the following three (3) courses 1) S.66°22'12"E., a distance of 508.46 feet to a point of curvature; 2) Southeasterly 205.45 feet along the arc of a curve to the right, said curve having a radius of 300.00 feet, a central angle of 39°14'18", and a chord bearing and distance of S.46°43'25"E., 201.46 feet to a point of reverse curvature; (3) Southeasterly 219.16 feet along the arc of a curve to the left, said curve having a radius of 200.00 feet, a central angle of 62°47'07", and a chord bearing and distance of S.58°29'49"E., 208.36 feet to the aforementioned East boundary of the Southeast 1/4 of said Section 30, also being the West boundary of SPRING HILL UNIT 10, as per the plat thereof recorded in Plat Book 8, Page 54, of the public records of Hernando County, Florida; thence along said West boundary, also being the East boundary of the Southeast 1/4 of said Section 30, N.00°05'57"E., a distance of 2,265.35 feet to the POINT OF BEGINNING.

Containing 20.84 acres, more or less.

BK: 4170 PG: 1047

EXHIBIT "B"

ARTICLES OF INCORPORATION

02/23/2021 TUE 16:03 PAX

202/010

**ARTICLES OF INCORPORATION FOR
DEED STREET OF HERNANDO HOMEOWNERS ASSOCIATION, INC.
(a corporation not-for-profit)**

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

ARTICLE I - NAME

The name of the corporation shall be **Deed Street of Hernando Homeowner Association, Inc.**, a Florida corporation not for profit (the "Association").

ARTICLE II - DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Deed Street (the "Declaration") recorded, or to be recorded, among the Public Records of Hernando County, Florida by Deed Street Project, LLC, a Florida limited liability company (the "Declarant") and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

The principal place of business and mailing address of the corporation shall be 4912 Turnbury Wood Drive, Tampa, Florida 33647.

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, and the Florida Homeowners Association Act, Chapter 720 of the laws of the State of Florida ("the HOA Act"). The specific purposes for which the corporation is organized are:

Section 1. To own and maintain, repair and replace the Property and the Common Areas and other items, including landscaping and other improvements in and/or benefiting said Property and Common Areas, for which the obligation to maintain and repair has been delegated and accepted.

Section 2. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

Section 3. To operate without profit for the benefit of its Members.

Section 4. To perform those functions granted to or reserved by the Association in the Declaration.

ARTICLE V - GENERAL POWERS

General: The Association shall have all of the common-law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of the Declaration, Bylaws or these Articles.

Enumeration. The Association shall have all the powers set forth in the HOA Act except as limited by the Declaration, these Articles, and the Bylaws (all as amended from time to time), and all of the powers reasonably necessary to operate the Association including but not limited to the following:

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

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

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

Section 4. To levy Assessments and other Charges on Lots, collect such Assessments and other Charges from Lot Owner Members, and to use the proceeds thereof in the exercise of its powers and duties. To pay taxes and other charges, if any, on or against the Association Property, excepting Lots not owned by the Association, and the Common Area.

Section 5. To purchase insurance upon the Common Areas and Common Property and insurance for the protection of the Association, its Officers, Directors and Committee Members.

Section 6. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

Section 7. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property, except as otherwise expressly limited or prohibited in these Articles, the Declaration, the Bylaws or the Act.

Section 8. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws. To enforce by legal means the provisions of the Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

Section 9. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

Section 10. To operate and maintain the Surface Water Management System as Common Area, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and as exempted or required by the Permit, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System.

Section 11. To contract for services for the operation, maintenance, and management of Common Areas and Property, including but not limited to the Surface Water Management System, and all other property dedicated to or maintained by the Association.

Section 12. To contract for the management of the Association and to delegate to the party or parties with whom such contract has been entered into the powers and duties of the Association, excepting those which require specific approval of the Board of Directors or the membership of the Association.

Section 13. To convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

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

ARTICLE VII - MEMBERS

Section 1. Except as otherwise provided herein, every Owner of a Lot shall be a Member of the Association and subject the terms and conditions of the Declaration; provided, however, Builders shall not be considered Members until after the expiration of the Class B Membership. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to Assessment.

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

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

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

- (a) Three (3) months after ninety (90%) percent of the Lots ultimately planned for the Community have been conveyed to Class A Members (other than Builders); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment;
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership; or
- (c) As otherwise required by applicable law.

Notwithstanding the foregoing, Declarant shall be entitled to appoint at least one (1) member of the Board of Directors of the Association as long as Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property. After Declarant relinquishes control of the Association, Declarant may exercise the right to vote any Declarant owned voting interest in the same manner as any other Member, except for purposes of reacquiring control of the Association or selecting the majority of the directors of the Board of Directors. Further, pursuant to Section 720.307(2), Florida Statutes (2020) Owners are entitled to elect one (1) member of the Board of Directors (a "Pre-Turnover Director") when fifty percent (50%) of all the Lots ultimately planned for the Community have been conveyed to Class A Members, provided such Members exercise this right. In the event the Class A Members do not exercise the right to elect a Pre-Turnover Director, then a vacancy on the Board of Directors shall occur and the remaining members of the Board of Directors may fill such vacancy. The term of office for the Pre-Turnover Director shall end at the next annual Members meeting after the Pre-Turnover Director's election, or on the date the election after Declarant is no longer the Class B Member takes place, whichever occurs first.

ARTICLE VIII - DIRECTORS

The Board of Directors of the Association shall be comprised of the number of directors determined in accordance with the Bylaws, but in no event less than three (3) directors. The initial members of the Board of Directors and their street addresses are:

<u>Director:</u>	<u>Street Address:</u>
Michael Lawrence	4912 Turnbury Wood Drive Tampa, FL 33647
Ryan Zook	12602 Telecom Drive Tampa, Florida 33637

02/23/2021 TUE 16:05 FAX

Z006/010

John E. Snyder

12602 Telecom Drive
Tampa, Florida 33637

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

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

At the first annual election to the Board of Directors after the Declarant is no longer the Class B Member, the term of office of the elected director receiving the highest plurality of votes shall be established at two (2) years, with the other elected directors to serve for a term of one (1) year. Elections shall be by plurality votes. All directors shall hold office until the election of new directors at the next annual meeting or resignation of said director. Each year thereafter, as many directors shall be elected and appointed, as the case may be, as there are regular terms of office of directors expiring at such time, and the term of the director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

ARTICLE IX - OFFICERS

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

President: Michael Lawrence
4912 Turnbury Wood Drive
Tampa, Florida 33647

Vice President
and Secretary: Ryan Zook
12602 Telecom Drive
Tampa, Florida 33637

Treasurer: John E. Snyder

02/23/2021 TUE 16:06 PAX

2007/010

12602 Telecom Drive
Tampa, Florida 33637

ARTICLE X- REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Association's initial registered office is 4912 Turnbury Wood Drive, Tampa, Florida 33647 and the name of the initial Registered Agent at such address is Deed Street Project, I.I.C..

ARTICLE XI - CORPORATE EXISTENCE

The Association shall have perpetual existence. If the Association is dissolved, the control or right of access to the property containing the Surface Water Management System Facilities and other dedicated property and related infrastructure shall be conveyed or dedicated to an appropriate governmental unit or public unit and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

ARTICLE XII - BYLAWS

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

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION

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

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

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

02/23/2021 TUE 16:06 PAX

008/010

proposed amendment necessitates a modification to the WMD Permit, the modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

ARTICLE XIV - INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

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

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

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

Section 5. Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and

02/23/2021 TUE 16:07 PAX

2009/010

incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

ARTICLE XV- TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE XVI - DISSOLUTION

The Association may be dissolved if eighty percent (80%) of the votes cast at a duly held meeting of the Members of the Association vote in favor of dissolution, if permitted by the Declaration, and in accordance with the termination provisions of the HOA Act. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVII – INCORPORATOR

The name and address of the Incorporator is:

Name: DEED STREET PROJECT, LLC, a Florida limited liability company

Address: 4912 Turnbury Wood Drive, Tampa, Florida 33647

BK: 4170 PG: 1056

02/23/2021 TUE 16:07 FAX

010/010

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 18 day of Feb, 2020 AD.

Incorporator: Deed Street Project, LLC

By: Joe Tabshie
Its: Manager

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 18th day of FEBRUARY, 2020, by Joe Tabshie, as Manager and on behalf of Deed Street Project, LLC, a Florida corporation, who is personally known to me or produced the following identification FEBRUARY, 2020.



FRANZ TOBIAS TEDROWE
Commission # GG 187671
Expires February 19, 2022
Notary Public Notary Services

Notary Public
Name: FRANZ TOBIAS TEDROWE
Serial Number: GG 187671
Commission Expires: FEBRUARY 19, 2022

REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent for Deed Street Hernando Homeowners Association, Inc. this _____ day of _____, 2020.

2021 FEB 23 AM 8:42

Deed Street Project, LLC

By: Joe Tabshie
Name: Joe Tabshie
Title: Manager

Address for Service:
4918 Turnbury Woods Dr
Tampa FL 33647

BK: 4170 PG: 1057

EXHIBIT "C"

BYLAWS

**AMENDED AND RESTATED BYLAWS OF
DEED STREET OF HERNANDO HOMEOWNERS ASSOCIATION, INC.**

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

1. **Identity.** These are the Amended and Restated Bylaws of Deed Street of Hernando Homeowners 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 Deed Street located in Hernando County, Florida (the “Property”).
 - 1.1 **Principal Office.** The principal office of the Association shall be at 12602 Telecom Drive, Tampa, Florida 33637, 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 Deed Street of Hernando (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

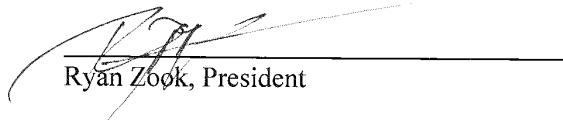
- 5.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) Directors. During the Rental Period, all Directors shall be appointed by the Declarant and such Directors may make decisions by agreement of a majority or as 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 DEED STREET OF HERNANDO HOMEOWNERS 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 12 day of May, 2022.

**DEED STREET OF HERNANDO
HOMEOWNERS ASSOCIATION, INC.**

Approved:



Ryan Zook, President

Attest:



David Donovan, Secretary

BK: 4170 PG: 1061

EXHIBIT "D"

PERMIT



Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
 (352) 796-7211 or 1-800-423-1476 (FL only)
 SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

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

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

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

June 03, 2020

Deed Street Project, LLC
 Attn: Joe Tabshe
 4912 Turnbury Wood Dr.
 Tampa, FL 33647

Subject: **Notice of Intended Agency Action - Approval
ERP Individual Construction**
 Project Name: The Enclave at Seven Hills
 App ID/Permit No: 797411 / 43001951.030
 County: Hernando
 Sec/Twp/Rge: S30/T23S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

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

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

Sincerely,

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

cc: Francis and Joanne King
 Brian Malmberg, P.E., Coastal Engineering Associates, Inc.



Southwest Florida Water Management District

An Equal
Opportunity
Employer

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

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

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

2379 Broad Street, Brooksville, Florida 34604-6899

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

SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)

On the Internet at: WaterMatters.org

June 03, 2020

Deed Street Project, LLC
Attn: Joe Tabshe
4912 Turnbury Wood Dr.
Tampa, FL 33647

Subject: **Notice of Agency Action - Approval**
ERP Individual Construction

Project Name: The Enclave at Seven Hills
App ID/Permit No: 797411 / 43001951.030
County: Hernando
Sec/Twp/Rge: S30/T23S/R18E

Dear Permittee(s):

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

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

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

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

BK: 4170 PG: 1064

App ID/Permit No:797411 / 43001951.030

Page 2

June 03, 2020

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

Sincerely,

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

Enclosures: Approved Permit w/Conditions Attached
 As-Built Certification and Request for Conversion to Operation Phase
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: Francis and Joanne King
 Brian Malmberg, P.E., Coastal Engineering Associates, Inc.

BK: 4170 PG: 1065

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION
PERMIT NO. 43001951.030**

EXPIRATION DATE: June 03, 2025 **PERMIT ISSUE DATE:** June 03, 2020

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

PROJECT NAME: The Enclave at Seven Hills

GRANTED TO: Deed Street Project, LLC
Attn: Joe Tabshe
4912 Turnbury Wood Dr.
Tampa, FL 33647

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the construction of a stormwater management system serving a 20.84-acre residential project. The proposed activities include the construction of 80 single-family lots, roadway, and associated infrastructure. Three (3) new on-line retention ponds, will provide treatment and attenuation for runoff from the site. The project is located east of Mariner Boulevard and Audie Brook Drive, in Hernando County.

OP. & MAIN. ENTITY: Camden Woods Homeowners Association, Inc.

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: Hernando

SEC/TWP/RGE: S30/T23S/R18E

TOTAL ACRES OWNED

OR UNDER CONTROL: 20.84

PROJECT SIZE: 20.84 Acres

LAND USE: Residential

DATE APPLICATION FILED: January 21, 2020

AMENDED DATE: N/A

BK: 4170 PG: 1066**I. Water Quantity/Quality**

POND No.	Area Acres @ Top of Bank	Treatment Type
North	0.65	ON-LINE RETENTION
Central	0.36	ON-LINE RETENTION
South	1.05	ON-LINE RETENTION
	Total: 2.06	

Water Quantity/Quality Comment: The proposed ponds provide treatment for runoff from the site via on-line retention. The South Pond has a control structure that discharges to the equalized Central and North Ponds. In order to meet closed basin criteria, the stormwater system will retain all contributing runoff generated in the post-development condition for the 100-year, 24-hour storm event. The plans reference the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.01	0.00	Storage Modeling	N/A

Floodplain Comment: The Engineer of Record showed through storage modeling that no adverse impacts or rises to the floodplain will result from the construction of this project.

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

III. Environmental Considerations

No wetlands or other surface waters exist within the project area.

BK: 4170 PG: 1067**Specific Conditions**

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
4. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
5. The following language shall be included as part of the deed restrictions for each lot:
"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
6. For dry bottom retention systems, the retention area(s) shall become dry within 72 hours after a rainfall event. If a retention area is regularly wet, this situation shall be deemed to be a violation of this permit.
7. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
8. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
9. The Permitted Plan Set for this project includes: Plan Sheets from the submittal received by the District on February 28, 2020.
10. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

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

BK: 4170 PG: 1068

11. 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.
12. 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.
13. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
14. 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.
15. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
16. 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.
17. 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.
18. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to FWCConservationPlanningServices@MyFWC.com.
19. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

GENERAL CONDITIONS

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

David Kramer, P.E.

Authorized Signature

BK: 4170 PG: 1069**EXHIBIT A****GENERAL CONDITIONS:**

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
 - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual* (*Florida Department of Environmental Protection and Florida Department of Transportation* June 2007), and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual* (*Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008*), which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [effective date], incorporated by reference herein (<<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:

BK: 4170 PG: 1070

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving

BK: 4170 PG: 1071

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

- o. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding unless a specific condition of this permit or a formal determination under Rule 62-330.201, F.A.C., provides otherwise.
 - p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
 - q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
 - r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.
2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

The Enclave at Seven Hills

PROJECT NAME

Residential

PROJECT TYPE

Hernando

COUNTY

S30/T23S/R18E

SEC(S)/TWP(S)/RGE(S)

Deed Street Project, LLC

PERMITTEE

See permit for additional permittees

APPLICATION ID/PERMIT NO: 797411 / 43001951.030

DATE ISSUED: June 03, 2020



David Kramer, P.E.

Issuing Authority

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

BK: 4170 PG: 1073**Notice of Rights****ADMINISTRATIVE HEARING**

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at www.flrules.org or at the District's website at www.WaterMatters.org/permits/rules.
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at www.WaterMatters.org/about.

BK: 4170 PG: 1074**JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.

BK: 4170 PG: 1075

Francis and Joanne King
1245 Finland Drive
Spring Hill, FL 34609