

This Instrument Prepared By:

Hand Arendall Harrison Sale LLC

c/o Leslie D. Sheekley, Esq.

35008 Emerald Coast Parkway, Fifth Floor

Destin, Florida 32451

**DECLARATION OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF COPPER CREEK NORTH**

This Declaration of Covenants, Conditions and Restrictions is hereby made by **D.R. HORTON, INC.**, a Delaware corporation whose mailing address is 3501 Riga Blvd., Suite 100, Tampa, Florida 33619.

WITNESSETH:

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

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

D.R. Horton, Inc. intends, but shall not be required, to develop the Property as a residential community and to construct homes upon the property described in Exhibit "A", provided that in any event such construction will be subject to the covenants, conditions, restrictions, reservations, easements, liens and charges hereinafter set forth.

NOW, THEREFORE, Declarant does hereby declare that the property described in Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the protective covenants, conditions, restrictions, reservations, easements, liens and charges as 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 real property described in Exhibit "A" and shall be binding upon all parties having and/or acquiring any right, title or interest in said property or any portion thereof, and shall inure to the benefit of each and every person or party, from time to time, owning or holding an interest in said Property.

ARTICLE I
DEFINITIONS

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

Section 1. "Access and Utility Easement" means the perpetual non-exclusive easement granted upon, under and across Tract "C" and Tract "L" on the Plat and as set forth in writing and recorded as Instrument No. 2021558416 the Public Records of Hillsborough County, State of Florida.

Section 2. "Articles" means and refer to the Articles of Incorporation of Copper Creek North Townhomes Owners Association, Inc., a not-for-profit Florida corporation, attached hereto as **Exhibit "B"**, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 3. "Association" means Copper Creek North Townhomes Owners Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 4. "Board of Directors" or "Board" shall mean and refer to the Board of Directors of the Association established in accordance with the Articles of Incorporation.

Section 5. "Builder" means 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 6. "Bylaws" mean the Bylaws of Copper Creek North Townhomes Owners Association, Inc., attached hereto as **Exhibit "C"** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 7. "Common Area" is the property owned, whether in fee simple, as the holder of easement or leasehold rights, or otherwise, by, or dedicated to, the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include, but is not limited to, retaining walls and perimeter fencing but only to the extent, the same are owned, whether in fee simple, as the holder of easement or leasehold rights, or otherwise, by, or dedicated to the Association.

Section 8. "County" shall mean Hillsborough County, Florida.

Section 9. "Community" or "Copper Creek North" means the planned community planned for development upon the property described in Exhibit "A" or any property annexed as provided herein; the said being within the County, in the State of Florida.

Section 10. "Declarant" shall mean D.R. Horton, Inc., or any successor or assignee of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Manatee County, Florida. Where the HOA Act refers to "developer", such shall include "Declarant" herein as applicable. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee. Notwithstanding the forgoing, use of the term Declarant in the Governing Documents is 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 was a person or entity other than Declarant.

Section 11. "Declaration" means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 12. "Development Period" means the period of time until the Declarant has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to a third-party purchaser.

Section 13. "Governing Documents" means 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" is an attached single-family attached dwelling for which a certificate of occupancy has been issued and constructed upon and including a Lot.

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

Section 17. "Institutional First Mortgagee" is a bank, federal savings bank and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home and shall include any corporate subsidiary of such entity.

Section 18. "Lot" is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 19. "Member" is every person or entity who is a Member in the Association by ownership of a Lot or as otherwise provided herein in accordance with Article III herein.

Section 20. "Operating Expense" shall mean and refer to the actual and estimated expense of operating the Association, including but not limited to, salaries and management fees, professional fees, service, and material costs, telecommunications service costs, costs of supplies and equipment, including but not limited to Association-sponsored social events, and any and all costs relating to the discharge of the Association's obligations hereunder and under the Drainage Easement Agreement; and further in meeting the costs to be incurred by the Association in performing its contractual or other duties and in exercising its prerogatives, including without limitation costs incurred for the operation, maintenance, repair, replacement, insurance and improvement of the Common Area. Operating Expenses shall not include reserves.

Section 21. "Operator" shall have the meaning set forth in Article VII, Section 18 herein.

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

Section 23. "Parcel A Drainage Easement" shall mean the perpetual drainage easement granted to the Association and D.R. Horton, Inc, over, across, under and through "**Parcel A Drainage Area**" depicted on the Plat and pursuant to the Drainage Easement Agreement recorded in the Public Records for Hillsborough County as Instrument No. 2021558414.

Section 24. "Plat" is the Plat of the Property platted as Copper Creek Townhomes, recorded in Plat Book 141, Pages 68-70 in the Public Records of Hillsborough County, State of Florida, as the same may be amended or re-platted from time to time. The term Plat shall also include any additional plats of property subsequently added to the terms of this Declaration by a Supplemental Declaration.

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

Section 26. "Rental Period" shall have the meaning set forth in Article VII, Section 22 herein.

Section 27. "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation and enjoyment of the Property and any improvements located thereon.

Section 28. "Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over-drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system, and shall include, but are not limited to, all the following surface water management facilities: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas. The Surface Water or Stormwater Management System facilities are located on land that is owned by or dedicated to the Association or located on land that is subject to an easement in favor of the Association and its successors, including but not limited to the Parcel A Drainage Area pursuant to the Parcel A Drainage Easement.

Section 29. "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 30. “Turnover” shall have the meaning set forth in Article III, Section 2 herein.

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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

Section 2. Application of Declaration. The Property shall be held, transferred, sold, conveyed and occupied subject to the terms and conditions of this Declaration, and any and all supplements and lawful amendments hereto and any and all supplements and lawful amendments thereto. By receipt of delivery and acceptance of a deed to any of the Property or other instrument evidencing ownership, whether or not it shall be so expressed in any such deed or other conveyance or adjudication, each Owner hereby agrees to abide by and accept title to such portion of the Property and all terms and provisions of this Declaration. The filing of this Declaration and subjecting the Property to the covenants, conditions, restrictions, reservations, easements, liens and charges contained herein shall not be construed in any way as inhibiting or prohibiting the Declarant from conveying the Lots or improvements within the Property to third parties free and clear of any covenants, conditions, restrictions, reservations, easements, liens and charges, except for those specifically provided for in this Declaration. Lots so conveyed by the Declarant to third parties shall be used and held by said third parties in accordance with this Declaration.

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

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

(b) Annexation With Approval of Class "A" Membership. Subject to the consent of the owner thereof, after the expiration of the Class B Membership the Association may annex additional real property to the provisions of this Declaration and the jurisdiction of the Association. Such annexation shall require the affirmative vote of not less than sixty-seven (67%) percent of the Class "A" Members of the Association. Annexation shall be accomplished by filing of record in the public records of the County, a Supplemental Declaration describing the property being annexed. Any such Supplemental Declaration shall be signed by an authorized officer of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for and the proper form of notice of any meeting called for the purpose of considering annexation of property pursuant to this Section and to ascertain the presence of a quorum at such meeting.

(c) Acquisition of Additional Common Area. The Declarant may convey to the Association additional real property, or any interest therein, improved or unimproved, and upon conveyance or dedication to the Association the same shall be accepted by the Association and thereafter shall be maintained by the Association at its expense as a Common Area for the benefit of all of its Members. Annexation of additional property or future development phases of the Community, if annexed herein, may result in additional Common Areas being owned and maintained by the Association and conveyance of Common Areas therein shall not require the consent of any other Owner or Builder.

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

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

ARTICLE III

MEMBERSHIP AND TURNOVER

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.

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.

ARTICLE IV

PROPERTY RIGHTS

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

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

location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

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

Section 4. Membership Easements of Enjoyment. Every Member shall have a right and easement of enjoyment in and to the non-exclusive use of Common Area, and such easement shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions:

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

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

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

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

(e) Existing easements and agreements of record and those easements granted by the Declarant or the Association in accordance herewith, including but not limited to the Access and Utility Easement;

(f) Easements referred to in Article X hereof;

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

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

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

Section 5. Common Area.

(a) Ownership. The Declarant hereby represents that the fee simple title to the Common Area has been or will be conveyed to the Association and the Association shall maintain the Common Area. In addition, any easement granted in favor of the Association shall be maintained by the Association in accordance with the terms of any such grant or dedication as if such easements were Common Areas; provided, however, the use and enjoyment of such easements shall be limited to the purpose for which they were intended. The Association shall be obligated to accept conveyance of any Common Areas or grants of easements from the Declarant or third parties as deemed necessary or advisable by the Declarant. The Association shall have the right to promulgate rules and regulations for the use of Common Areas and such restrictions shall be enforceable against all Owners and their guests, tenants and invitees.

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all landscaping, paving, drainage structures, street lighting fixtures, signs, irrigation systems, water management systems, sidewalks, and other structures, including entry features, perimeter fences, gates or signage installed by the Declaration or Association, but excepting any public utilities and municipal or County improvements. The Association shall be authorized, but not required, to provide other services and to make emergency repairs and perform other work on Lots reasonably necessary for the proper maintenance and operation of the Community and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

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

repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community, including, but not limited to party wall repairs, and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the Assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

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

Section 6. Declarant's Reserved Rights. Notwithstanding any provision herein to the contrary, the property rights under this Article V shall be subject to:

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

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

(c) The Declarant shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant is engaged in any development, construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any

portion thereof. The Declarant shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work, sales, leasing or marketing of the Community or within the Property. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant its agents, servants, employees, invitees, successors or assigns, or Builders, its agents, employees, or invitees in connection with such construction, development, promotion or sales activity;

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

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

Section 7. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for use by the public, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 8. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described and defined, shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 9. Surface Water Management. It is acknowledged that the Property is located within the boundaries of the Community 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 Stormwater Management System for the Property; 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 Stormwater Management System shall be operated and maintained by the Association or its agents, in compliance with all approvals, codes and regulations of governmental authorities, as applicable. Such operation and maintenance shall specifically include all utility costs and equipment related to the obligations hereunder. Maintenance of the Stormwater Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities, and shall specifically include, but not be limited to, maintenance of aquatic vegetation, lake beds, lake banks, littoral planting and lake maintenance easements which, pursuant to the terms of this Declaration, are not the responsibility of others, as well as water quality and wetland monitoring or testing. Any repair or reconstruction of the Stormwater Management System shall be as approved by the Association. There is also a perpetual non-exclusive easement for the Community for stormwater drainage over, across, under and through the Parcel A Drainage Area, as depicted on the Plat, in accordance with the Parcel A Drainage Easement. All costs of maintenance of the Parcel A Drainage Area shall be the sole responsibility of the Association as an Operating Expense and the Association shall be responsible for maintenance and repair of the Parcel A Drainage Area. From and after Turnover, the Association shall defend and indemnify D.R. Horton, Inc. from and against any claim or cause of action related to such obligation of maintenance and repair.

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, and including the Surface Water Management System.

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, 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

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

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 Builder.

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

Section 5. Signs. 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 Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. Outdoor Property. No 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 guest parking spaces. There shall be no parking on the grass, the street, or any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited and license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than forty-eight (48) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be

parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs) or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, Builders or their agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing agent the right to enter a Lot or Common Area and tow vehicles parked in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

(b) Owners and operators of low-speed vehicles in the Community, as defined by §316.01(41), Florida Statutes, shall comply with §316.2122, Florida Statutes and any other applicable governmental regulation as well as these covenants and Association Rules. Upon application by a Lot Owner and issuance of a permit and sticker from the Association, compliant low-speed vehicles may be temporarily parked in Common Area parking locations during amenity use and as may be further regulated by the Board of Directors. Low-speed vehicles are not permitted on any sidewalk, grassed, or unpaved area within the Community. Operators of low-speed vehicles shall obey all traffic signs and laws, yield to pedestrians and move to the far right side of the road when approached from behind by a motor vehicle, to allow its safe passage. Low-speed vehicles must be in good working order and equipped with headlamps, stop lamps, turn signal lamps, taillamps, reflex reflectors, parking brakes, rearview mirrors, windshields, seat belts, and vehicle identification numbers. Under no circumstances may anything be pulled or towed behind a low-speed vehicle when in use, and the number of passengers is restricted to the specifications of the vehicle manufacturer. All passengers must be seated inside the low-speed vehicle while it is in motion. Owners shall maintain liability insurance for their low-speed vehicle, with the Association as an additional named insured, and shall provide proof of such insurance to the Association upon request. Owners and/or operators will be held personally liable for injuries and damage

caused to persons or property associated with the use of a low-speed in the Community. Operators of low-speed vehicles must have a valid state issued driver's license. A violation of any of the provisions of this paragraph or Association Rules governing use of low speed vehicles in the Community may result in suspension or revocation of low-speed vehicle use rights.

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

Section 10. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association (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 11. Driveways. No widening of a driveway shall be permitted without prior written ARB and Board, or ARC, if appointed, 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. Replacement of a driveway must be of the same materials and style as originally installed by the Builder.

Section 12. Window Covering. No external window covering, reflective window covering or iron or decorative bars (either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No bars shall be placed on the windows of any Home without prior written approval of the ARC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ARC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 13. Flags and Banners. 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 14. Business Activity. Except for normal construction activity, leasing of Homes, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or Builders, administrative offices of Declarant or Builders or a Builder's model home or

construction trailer, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. No portion of the Common Areas may be used for any commercial or business purpose, including but not limited to fitness training, without the prior written consent of the Board. 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 only be permitted if the business is conducted within the Home and shall not disrupt the residential nature of the Community. No Owner, Tenant or other person may actively engage in any solicitations within the Community. No day care center, child care facility, elder care facility, assisted living facility or halfway house may be operated out of a Home, unless prohibition of such would be contrary to applicable fair housing laws. No garage sales are permitted, except as permitted by the Board.

Section 15. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the Declarant, or if after Turnover, by the Board. 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 16. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by Declarant, or if after the Rental Period, by the Board. Panel, accordion and roll-up style hurricane shutters may not be left closed or installed during hurricane season (i.e. June 1 through November 30 of each year). Such 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 ARC may determine otherwise. Approved hurricane shutters that are clear or match the paint color of the Home may be left closed or installed during hurricane season (i.e. June 1 through November 30 of each year). Except as the Board may otherwise decide and as provided herein, shutters may not be closed at any time other than a storm event. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, temporary emergency storm protective window coverings may be installed up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm. Bahama type shutters are not allowed.

Section 17. 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 18. Leases/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.

Section 19. 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 Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

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

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant or a Builder on a Lot,

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

Section 4. Drainage. The Association shall have the responsibility to maintain all Common Area drainage easements, drainage facilities and drainage pipes and equipment within the Property and as may be required under any recorded easement, including but not limited to the Parcel A Drainage Easement, landscape buffers and easements and to maintain irrigation lines and facilities within the landscape and utility easements, and the expense for same will be an Operating Expense. Notwithstanding the foregoing, Owners shall have the responsibility to maintain Drainage Swales and easements on their Lots. There shall be, and Declarant hereby grants reciprocal, perpetual non-exclusive easements between all adjacent Lots, as easements appurtenant to the Lots, for the natural run-off of rainwater, in accordance with any stormwater management plan which may be applicable to the development of the Community, provided, however, that in no event shall any Owner of any Lot be required to allow stormwater drainage across its Lot in such a manner as shall damage any permissibly located permanent improvements located thereon.

Section 5. Common Area Maintenance. An easement is reserved over the Property, including each Lot, in favor of the Association for maintenance of the Common Area and to allow the Association to fulfill any and all of its maintenance obligations hereunder.

Section 6. Declarant and Builders. An easement is reserved over the Property, including each Lot, in favor of the Declarant and Builders for the purpose of carrying out any obligations of the Declarant or Builders under the terms of this Declaration or any governmental permit, order or applicable law in connection with the development of the community and construction of Homes therein. In addition, the Declarant and Builders shall also have an easement over, upon, across, and under the Property as may be required in connection with the development of the community and construction of Homes, including the right to keep gates open for public access and to use all roads and rights of way for vehicular and pedestrian ingress and egress for construction and maintenance purposes. Further, the Declarant and Builders shall have an easement to use all portions of the Property, including Common Areas, for all types of promotional and sales activity in connection with marketing, sales, and leasing of Homes in the Community including the right to keep gates open, if any, for public access from 7 AM to 7 PM and to use all roads and rights of way for vehicular and pedestrian ingress and egress. The easements created by this section shall be broadly construed and supplement other rights of the Declarant herein, running with the land until such time as the Declarant or Builders no longer own any Lots in the Community and all of the Declarant's and Builder's obligations hereunder are satisfied.

Section 7. Maintenance of Easement Areas. Within the easement areas hereby reserved or created, or shown on the Plat of the Community or in an easement agreement recorded in the public records of the County, or within any designated common areas containing any component of the Stormwater 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 stormwater

No permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company.

Section 8. Right of Entry. The Association, through its duly authorized employees, agents or contractors, shall have the right after reasonable notice to the Owner thereof, to enter any Lot at any reasonable hour of the day to perform such maintenance, replacement or repair of the Surface Water Management System, or any other items, as may be authorized herein. In the event of any emergency which might reasonably result in damage to any Lot or the improvements located thereon, the Association shall have the right to enter any Lot as may be reasonably necessary to resolve such emergency without prior notice to the Owner thereof. Any such entrance by the Association shall not be deemed to be a trespass upon such Lot.

ARTICLE IX

COVENANTS FOR MAINTENANCE

Section 1. Maintenance of Homes. 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. Subject to §163.045, Florida Statutes, the Owner of each Lot shall be responsible for the planting and maintenance of the trees on each such Lot if and as required by the County or other governmental agency pursuant to final site plan approval for the Subdivision. Upon such initial planting, each Lot Owner shall be responsible for maintenance of the trees and such trees may not be removed without appropriate permits and authorizations, or as otherwise permitted under §163.045, Florida Statutes. Owners and Tenants shall not plant any trees or shrubbery on a 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, inclusive without limitation of the Parcel A Drainage Area.

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**

Section 1. 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 **WATER MANAGEMENT SYSTEM**

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) No Owner or any other person or entity other than Declarant shall do anything to affect the surface water management and drainage of the Property without the prior written approval of the Association, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property.
- (b) No Owner or other person or entity shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot.
- (c) No construction activities may be conducted relative to any portion of the surface water management system, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted without the consent of the Association.
- (d) 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 or the Association or any appropriate governmental agency that may require access. Nonexclusive easements therefor are hereby specifically reserved and created.
- (e) 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.
- (f) 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.

Section 2. Drainage Swales. A drainage swale may be constructed upon each Lot for the purpose of managing and containing the flow of surface water if any, found upon such lot from time to time ("**Drainage Swale**"). Each Lot Owner, together with their tenants as applicable, shall be responsible for the maintenance, operation and repair of any Drainage Swale on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the Drainage Swales to provide drainage, direct water flow, water storage, conveyance or other stormwater management capabilities. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the

Drainage Swales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human- induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the Drainage Swale is located, or their tenants, as applicable.

ARTICLE XII

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 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.

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) 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.

Section 7. Remedies for Violation. 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. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 10. 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 11. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose.

Section 12. 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 13. 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 14. 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 15. 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.

(c) 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 OF 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.

(d) 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.

(e) 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.

Section 16. Recreational Facilities.

(a) General Restrictions. Each Owner, its guests, invitees, Tenants, and other persons entitled to use the recreational facilities and other Common Areas within the Community (“**Facility Users**”) shall comply with following general restrictions:

(1) Minors. Minors are permitted to use the recreational facilities; provided, however, parents are responsible for the actions and safety of such minors and any damages caused by such minors. The Association may adopt reasonable safety regulations and restrictions from time to time governing minors’ use of the recreational facilities.

(2) Responsibility for Personal Property and Persons. Each Facility User assumes sole responsibility for the health, safety and welfare of Facility User, and the personal property of all of the foregoing, and each Facility User shall not allow any damage the recreational facilities or other Common Area, or interfere with the rights of others hereunder. Neither Declarant, nor a designated Operator, nor Builders, nor the Association shall be responsible for any loss or damage to any private property used, placed or stored on the recreational facilities. Further, any person entering the recreational facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the recreational facilities.

(3) Activities. Any Owner, Tenant, guest, invitee or other person who, in any manner, makes use of the recreational facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the recreational facilities, shall do so at their own risk. Every Facility User shall be liable for any property damage and/or personal injury at the recreational facilities, caused by such Facility User.

(b) Indemnification. By the use of the Recreational Facilities and other Common Areas, each Facility User agrees to indemnify and hold harmless the Declarant, Operator, Builders and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, “**Indemnified Parties**”) against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, “**Losses**”) incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the recreational facilities or other Common Areas by such Facility User and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any of the Association’s insurance policies.

Section 17. CONSTRUCTION ACTIVITIES. ALL OWNERS, TENANTS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, ANY BUILDER, THE ASSOCIATION, OR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE “LISTED PARTIES”) WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH

OWNER, TENANT, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 18. WATER BODIES AND WILDLIFE. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE.

Section 19. NOTICES AND DISCLAIMERS.

ALL OWNERS, TENANTS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, THE OPERATOR, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") SHALL NOT BE LIABLE TO OWNERS, TENANTS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK.

IN WITNESS WHEREOF, D.R. Horton, Inc. has executed this Declaration, this 20 day of July, 2022.

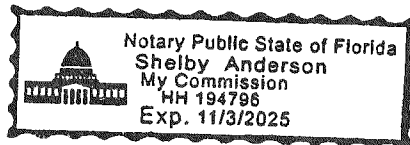
D.R. HORTON, INC., a Delaware corporation

By: [Signature]

Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of July, 2022, as Vice President of D.R. Horton, Inc., on behalf of the corporation. He/She is ☒ personally known to me or has produced _____ as identification.



[Signature: Shelby Anderson]
(Signature of Notary Public)
Print Name: Shelby Anderson
Commission No.: HH 194796
My Commission Expires: 11/3/25

ASSOCIATION JOINDER

Copper Creek North Townhomes Owners Association, Inc., whose mailing address is 12602 Telecom Drive, Tampa, Florida 33637, hereby approves and joins in the Declaration of Covenants, Conditions and Restrictions of Copper Creek North Townhomes Owners Association, Inc. 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, Copper Creek North Townhomes Owners Association, Inc. has executed this Joinder on this 20 day of July, 2022.

**COPPER CREEK NORTH
TOWNHOMES OWNERS
ASSOCIATION, INC.**

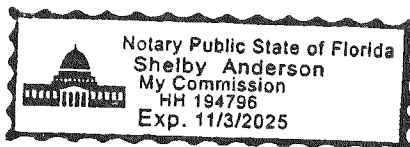
By: [Signature]
Ryan Zook, President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 20 day of July, 2022, by Ryan Zook as President of Copper Creek North Townhomes Owners Association, Inc., on behalf of the Association. He is ☒ personally known to me or has produced _____ as identification.



[Signature]
(Signature of Notary Public)
Print Name: Shelby Anderson
Commission No.: HH 194796
My Commission Expires: 11/3/25

EXHIBIT "A"
LEGAL DESCRIPTION

All of the property according to the PLAT OF COPPER CREEK TOWNHOMES recorded in the public records of Hillsborough County in Plat Book 141, Pages 68 – 70, excepting the Parcel A Development Area and Parcel A Drainage Area shown thereon.

EXHIBIT "B"
ARTICLES

05/13/2021 THU 11:45 FAX

002/011

**ARTICLES OF INCORPORATION FOR
Copper Creek North Townhomes Owners 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 **Copper Creek North Townhomes Owners 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 Copper Creek North (the "Declaration") recorded, or to be recorded, among the Public Records of Hillsborough County, Florida by D.R. Horton, Inc., a Delaware corporation, its sole member (the "Declarant"), and shall have the same meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

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

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720, as amended from time to time ("the HOA Act") of the laws of the State of Florida. The specific purposes for which the corporation is organized are:

Section 1. To promote the health, safety and social welfare of the Owners of Property within the residential community of Copper Creek North as described in the Declaration.

Section 2. To own and maintain, repair and replace the Association Property and the Common Areas and other items, including landscaping and other improvements in and/or benefiting said Association Property and Common Areas, for which the obligation to maintain and repair has been delegated and accepted.

Section 3. 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 4. To operate without profit for the benefit of its Members.

21 MAY 13 AM 5:25
 SECRET
 TALLAHASSEE, FL
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05/13/2021 THU 11:46 FAX

FILED
2021 MAY 13 AM 5:25
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Section 5. To perform those functions granted to or reserved by the Association in the Declaration.

ARTICLE V - GENERAL POWERS

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

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

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

Section 3. To institute, maintain, defend, settle, or appeal actions or hearings in its name on behalf of members concerning matters of common interest and as may otherwise be authorized by the HOA Act.

Section 4. To delegate power or powers where such is deemed in the interest of the Association.

Section 5. To levy Assessments and other Charges on Lots, collect such Assessments and other Charges from Lot Owner Members, and to use the proceeds thereof in the exercise of its powers and duties.

Section 6. 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 7. To have all express powers conferred upon the Association by the Declaration, Bylaws and Chapter 720, Florida Statutes, and to have all powers conferred upon a corporation by the laws of the State of Florida, including Chapter 617, Florida Statutes, except as prohibited herein.

Section 8. 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 9. To own, convey, buy or otherwise acquire, sell or otherwise dispose of, mortgage or otherwise encumber, exchange, lease, hold, use, operate and otherwise deal in and with real, personal and mixed property of all kinds and any right or interest therein of the Association for purposes of advancing the common interests of all Owners of any portion of the Property, except as otherwise expressly limited or prohibited in these Articles, the Declaration, the Bylaws or the HOA Act.

Section 10. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

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Section 11. To sue and be sued, and 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 12. 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 13. To operate and maintain Surface Water Management System Facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplains compensation areas, wetlands and any associated buffers and wetland mitigation areas, preserve areas and conservation easements, as applicable and required by the Permit, and to contract for services to provide for such operation and maintenance, with the power to accept future phases into the Association that will utilize the Surface Water Management System facilities.

Section 14. To contract for services for the operation, maintenance, and management of Common Areas and Property and all other property dedicated to or maintained by the Association.

Section 15. 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 16. To mortgage or convey Common Area with the affirmative vote of at least two-thirds of the Class A Membership.

ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

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

ARTICLE VII - MEMBERS

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

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

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

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

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

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

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

ARTICLE VIII - DIRECTORS

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

Ryan Zook	12602 Telecom Drive Tampa, Florida 33637
John Snyder	12602 Telecom Drive Tampa, Florida 33637
Anne Mize	12602 Telecom Drive Tampa, Florida 33637

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

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

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

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

President:	Ryan Zook 12602 Telecom Drive Tampa, Florida 33637
Vice President: and Secretary	John Snyder 12602 Telecom Drive Tampa, Florida 33637
Treasurer:	Ann Mize 12602 Telecom Drive Tampa, Florida 33637

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

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

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

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION

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

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

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

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

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

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

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

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ARTICLE XV- TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE XVI - DISSOLUTION

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

ARTICLE XVII- INCORPORATOR

The name and address of the Incorporator is:

Name: D.R. Horton, Inc. a Delaware corporation, its sole member
Address: 12601 Telecom Drive, Tampa, Florida 33637

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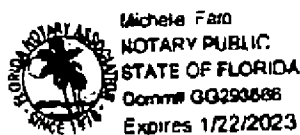
IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 13
day of May, 2021.

D.R. Horton, Inc. a Delaware corporation,
its sole member

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

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of ☒ physical
presence or ☐ online notarization this 13th day of May, 2021, by
John E. Snyder as Vice President of Copper Creek North Townhomes Owners Association, Inc.,
on behalf of the Association. He is ☒ personally known to me or ☐ has produced _____
as identification.



(NOTARY SEAL)

[Signature]
Notary Public Signature

Michelle Faro
Notary Name [Printed/Typed/Handwritten]
State of Florida
Commission Expires: 01-22-23

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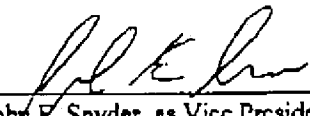
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REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Copper Creek North Townhomes Owners Association, Inc., a Florida corporation not-for-profit this 13 day of May, 2021.

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

By: 
John E. Snyder, as Vice President

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**SECRETARY OF STATE
TALLAHASSEE, FLORIDA**

EXHIBIT "C"
BYLAWS

**BYLAWS OF
COPPER CREEK NORTH TOWNHOMES OWNERS ASSOCIATION, INC.**

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

1. Identity. These are the Bylaws of Copper Creek North Townhomes Owners 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 Copper Creek North located in Hillsborough 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 Copper Creek North (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

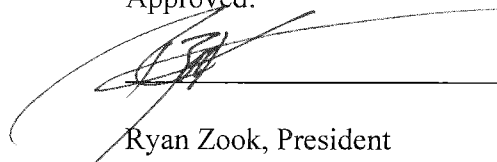
- 5.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) Directors. During the Rental Period, all Directors shall be appointed by the Declarant and such Directors may make decisions by agreement of a majority or as 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 COPPER CREEK NORTH TOWNHOMES OWNERS 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 20 day of July, 2022.

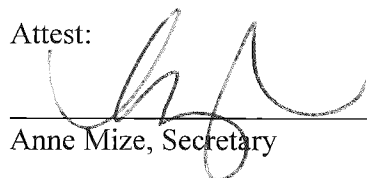
**COPPER CREEK NORTH TOWNHOMES
OWNERS ASSOCIATION, INC.**

Approved:



Ryan Zook, President

Attest:



Anne Mize, Secretary