

**SPRING LAKE
COMMUNITY DEVELOPMENT DISTRICT
BOARD OF SUPERVISORS
SPECIAL MEETING
August 24, 2021**

**SPRING LAKE
COMMUNITY DEVELOPMENT DISTRICT AGENDA**

August 24, 2021 at 6:30 P.M

The Clubhouse at Lucaya Lake

11301 Lake Lucaya Drive, Riverview, FL 33579

District Board of Supervisors	Chairman Vice- Chairman Supervisor Supervisor Supervisor	Warren C. Keipper Ruth Brown William Kidwell Chrissy Nieves Thomas Bigelow
District Manager	Meritus	Rick Reidt Brian Lamb
District Attorney	Hopping Green & Sams, P.A.	Michael Eckert
District Engineer	Johnson Engineering, INC	Phil Chang

All cellular phones and pagers must be turned off while in the meeting room

The special meeting will begin at **6:30 p.m.** Following the **Call to Order**, the public has the opportunity to comment on posted agenda items during the third section called **Audience Questions and Comments on Agenda Items**. Each individual is limited to **three (3) minutes** for such comment. The Board is not required to take action at this time but will consider the comments presented as the agenda progresses. After the public hearing the regular meeting will proceed to the sixth section will be **Staff Reports**. This section allows the District Manager and Staff to update the Board of Supervisors on any pending issues that are being researched for Board action. Occasionally, certain items for decision within this section are required by Florida Statute to be held as a Public Hearing. In the event of a Public Hearing, each member of the public will be permitted to provide one comment on the issue, prior to the Board of Supervisors' discussion, motion, and vote. The seventh section is called **Business Items**. This section contains items for approval by the District Board of Supervisors that may require discussion, motions, and votes on an item-by-item basis. The eighth section is called **Consent Agenda**. The Consent Agenda section contains items that require the review and approval of the District Board of Supervisors as a normal course of business.

The final section is called **Supervisor Requests and Audience Questions, Comments and Discussion Forum**. This is the section in which the Supervisors may request Staff to prepare certain items in an effort to meet the District's need and where individuals may comment on matters that concern the District. The Board of Supervisors or Staff is not obligated to provide a response until sufficient time for research or action is warranted.

Pursuant to provisions of the Americans with Disabilities Act, any person requiring special accommodations to participate in this meeting is asked to advise the District Office at (813) 873-700, at least 48 hours before the meeting. If you are hearing or speech impaired, please contact the Florida Relay Service at 1 (800) 955-8770, or 7-1-1 who can aid you in contacting the District Office.

Any person who decides to appeal any decision made by the Board with respect to any matter considered at the meeting is advised that this same person will need a record of the proceedings and that accordingly, the person may need to ensure that a verbatim record of the proceedings is made, including the testimony and evidence upon which the appeal is to be based.

Agendas can be reviewed by contacting the Manager's office at (813) 873-7300 at least seven days in advance of the scheduled meeting. Requests to place items on the agenda must be submitted in writing with an explanation to the District Manager at least fourteen (14) days prior to the date of the meeting.

August 24, 2021

Board of Supervisors
Spring Lake Community Development District

Dear Board Members:

The Special Meeting of the Board of Supervisors of the Spring Lake Community Development District will be held on **Tuesday, August 24, 2021 at 6:30 pm. at the Clubhouse at Lucaya Lake located at 11301 Lake Lucaya Drive Riverview FL, 33579.** Please let us know 24 hours before the meeting if you wish to call in for the meeting. Following is the agenda for the meeting:

Call In Number: 1-866-906-9330

Access Code: 4863181#

1. CALL TO ORDER/ROLL CALL

2. INTRODUCTION

- A. **PURPOSE OF MEETING-** Vice-Chairman
- B. **AUTHORITY TO ESTABLISH RULES** - District Counsel

3. PUBLIC COMMENTS ON AGENDA ITEM

4. BUSINESS ITEM

- A. Presentation of ERM Lake Study by Wendy Conn.....Tab 01 Page 04
- B. Discussion on Spring Lake CDD Lake and Dock Policies – Draft CopyTab 02 Page 12
- C. HOA Documents.....Tab 03 Page 132

5. SUPERVISOR REQUESTS AND AUDIENCE COMMENTS

6. ADJOURNMENT

We look forward to seeing you at the meeting. In the meantime, if you have any questions, please do not hesitate to call us at (813) 873-7300.

Sincerely,
Rick Reidt
District Manager

ERM

June 22, 2021
Mr. Rick L. Reidt
Spring Lake CCD
Page 1 of 2

ERM

8875 Hidden River
Parkway, Suite 359
Tampa, FL 33637

Telephone: +1 813 357-3895

www.erm.com

June 22, 2021

Mr. Rick L. Reidt
District Manager
2005 Pan Am Circle
Suite 300
Tampa, FL 33607
via email: rick.reidt@merituscop.com



Subject: Proposal for Development of Recreational Boating Recommendations for the Spring Lake CDD
ERM Proposal # 0601908

Dear Mr. Reidt:

Environmental Resource Management, Inc. (ERM) understands that the Spring Lake Community Development District (CDD) ("Client") is requesting assistance with the development of draft guidelines and restrictions for recreational boating activities in an 88-acre lake (borrow pit). The surface water management system of project (aka Lucaya Lake Club) Phases 1A, 1B, 1C and 1D were originally authorized through the issuance of an Environmental Resource Permit (No. 43031684.002) by the Southwest Florida Water Management District on January 29, 2014. Additional phases have been subsequently permitted. The project site is located within a private residential community on the south side of Rhodine Road, just east of the intersection with US301, Hillsborough County, Section 05, Township 32 South, Range 20 East. The lake was originally permitted as a borrow pit in 1991 under MSSW permit No. 40007810.001.

SCOPE OF WORK

TASK 1: Development of Boating Guidelines

Initial Desktop Review

ERM will perform a desktop review of readily available information characterize existing lake conditions relative to pertinent state and local permitting history, sovereignty concerns, shoreline stability, access points, sensitive/valuable habitat or vegetation, permit established buffer areas, existing bylaws, and bathymetry (to be provided by the client). This information will be used to develop a project understanding and a preliminary approach to the field visit, which will be subsequently performed per the following task.

Site Survey

Following the desktop review, ERM will conduct a reconnaissance level field visit to confirm onsite conditions. ERM will collect global positioning system (GPS) points as necessary to generate a figure depicting significant features, which will accompany the proposed guidelines. Please note that a formal wetland jurisdictional determination, habitat mapping, or a bathymetric survey are not proposed as part of this scope of services.

Final Deliverables

ERM will provide a memorandum summarizing the findings of the desktop and field reviews and include a detailed list of potential boating guidelines and restrictions based on the gathered information. The intent of the proposed rules are to promote safe recreational boating opportunities to the residents while also protecting natural resources, shoreline integrity, and preventing scour and/or prop dredging. Boating guidelines will include, to the most practicable extent possible relative to the available information, recommended slow speed and/or no wake zones based on existing and proposed site conditions, draft restrictions relative to existing bathymetric information, and "no entry"

zones. It is ERM's understanding that the proposed guidelines/restrictions will be reviewed by attorneys procured by the client to determine the legality of adopting said rules into the restrictive covenants or bylaws. ERM is not assuming liability associated with the legality of the guidelines nor the long-term safety of the boating community.

Meeting

ERM will attend up to one (1) virtual meeting with the CDD to discuss the findings. ERM will attend up to one (1) in person public hearing or meeting with the CDD and homeowners, as necessary.

Assumptions

- One (1) ERM professional scientist will conduct the field visit in one trip.
- ERM will have full access to the site.
- A formal wetland jurisdictional determination will be not performed under this scope of services.
- The client will provide bathymetric survey information.
- No threatened and endangered species consultation or species specific surveys are included in this scope of work.
- ERM is not responsible for the legality of the boating guidelines or the ultimate safety of the community. Incorporation into the CDD bylaws or covenants should be reviewed and approved by an attorney procured by the client.

TERMS AND COMMERCIAL OFFER

ERM proposes to perform this scope of work on a time and materials basis, not to exceed \$7,500. We request a 10% down payment of \$750 upon notice to proceed and will invoice monthly.

Table 1: Budget Summary for the Spring Lake CDD Project, Hillsborough County, FL

Task	Estimated Budget
Task 1. Development of Boating Guidelines	\$7,500
TOTAL	\$7,500

SCOPE ACCEPTANCE

If this proposal is acceptable, please issue a purchase order to ERM for our files. The above-referenced offer is valid for 30 days.

ERM appreciates this opportunity to provide our proposal and looks forward to working with you. Should you have any questions or require additional information, please let me know.

Sincerely,

Chip Day
Partner-In-Charge

Wendy Conn
Principal Consultant

1. **Definitions.** In these General Terms and Conditions (the "Terms"), the following definitions apply:
 - 1.1 "Claims" means any and all liabilities, claims, suits, losses, damages, fines, penalties and costs, including reasonable attorney's fees and other legal fees and disbursements;
 - 1.2 "Client" means the party entering into the Contract with ERM, directly or through a representative;
 - 1.3 "Contract" means the Proposal and the Terms, as either may be modified or supplemented in writing in accordance with Sections 18.4 and 19;
 - 1.4 "ERM" means the ERM company providing Services;
 - 1.5 "Party" means ERM or Client, as indicated by the context;
 - 1.6 "Proposal" means the document(s) issued by ERM, that reference or are accompanied by these Terms, in which ERM describes and offers to perform Services for Client;
 - 1.7 "Services" means the work performed or to be performed by ERM pursuant to the Proposal, and includes all ERM work product; and
 - 1.8 "Site" means any site upon which or in relation to which Services may be performed.
2. **Proposal.** The Proposal is firm for 30 days from its date. Unless expressly stated otherwise in the Proposal, the fees, costs and schedules in the Proposal constitute ERM's estimated probable cost and time for Services. The estimated probable cost is not a guaranteed maximum or not-to-exceed price. ERM shall inform Client if it determines at any time that a material change to the nature, time or extent of Services is required or advisable. No material change will be made without Client's consent except pursuant to Section 3.
3. **Force Majeure: Emergencies.** ERM's price and schedule are subject to equitable adjustments for delays caused by Client's failure to provide any required approval or suitable Site access or by occurrences or circumstances beyond ERM's reasonable control, such as fires, floods, earthquakes, strikes, riots, war, terrorism, threat of terrorism, acts of God, acts or regulations of a governmental agency, emergency, security measure or other circumstances, including, without limitation, unusual weather conditions ("Force Majeure"). If ERM determines in its sole discretion, based on circumstances surrounding the Services, that the health or safety of its personnel or its subcontractors' personnel is or may be at risk in performing Services, such circumstances will constitute a Force Majeure, and ERM will have the right to take any measure it deems necessary to protect personnel at Client's expense. If it is impracticable for ERM to obtain authorization from Client in an emergency affecting the health or safety of persons, the environment, or property, ERM may, at its discretion, act to prevent threatened damage, injury or loss at Client's expense.
4. **Labor Rates.**
 - 4.1 For Services charged on a time-and-material or cost-reimbursable basis, labor, costs and expenses will be billed to Client as indicated in the Proposal or in schedules attached to the Terms. ERM labor rates apply to (i) full-time, part-time, temporary and seconded employees of ERM and its affiliates, (ii) temporary employees whose direct compensation is paid by a temporary staffing agency and (iii) staff consultants.
 - 4.2 Labor rates stated in the Proposal or in attached schedules are subject to periodic adjustment by ERM. If labor rates are not stated in the Proposal, ERM's standard labor rates at the time of Services apply.
 - 4.3 If Services covered by the Proposal are subject to taxes or fees (except income taxes), such costs will be charged to and reimbursed by Client. A handling and administrative charge will be added to all third-party expenses.
5. **Invoices and Payment.** Within 5 business days of Client's delivery to ERM of a signed acceptance of the Proposal, Client will pay the amount stated in the Proposal as ERM's initial retainer for fees and expenses. Except as otherwise specified in the Proposal, Client will pay each invoice within 30 days of its date. All fees quoted are exclusive of goods and services, sales, value added or similar taxes and any other taxes that are specific to the transactions or payments arising from the Services, which will be charged separately. Vendor and subcontractor costs will be invoiced at those parties' standard or negotiated rates, plus mark-ups as provided in the Proposal. Client will reimburse reasonable, documented expenses incurred by ERM in performance of the Services. Certain vendors and subcontractors offer ERM trade or volume discounts, rebates or other special pricing arrangements that may not be passed through to Client or reflected in invoices. Client must make all payments in United States or Canadian currency, as invoiced, by direct transfer to the ERM bank account identified in the invoice. Client is not entitled for any reason to make any deduction or withhold any sum by way of set-off from the amounts payable to ERM. Interest will be charged on unpaid balances beginning 30 days from the invoice date at the lesser of 1.5% per month or the maximum rate permissible under law. ERM will apply payments first to any accrued interest, then to unpaid balances. Upon 2 business days' notice, ERM may suspend Services without liability until all past due amounts, including accrued interest, have been paid in full. If ERM takes legal action to enforce payment and prevails, Client shall reimburse ERM for all collection and legal costs. Client shall pay ERM for Services rendered regardless of whether Services are intended in whole or in part to benefit a third party.
6. **Termination.** The Contract may be terminated for cause and ERM's performance of the Services stopped by written notice from either Party (i) upon breach by the other Party of a material obligation under the Contract, (ii) if the other Party goes into bankruptcy, is

liquidated or is otherwise unable to pay its debts as they become due or (iii) if the other Party resolves to appoint or has appointed for it an administrator, receiver or other similar officer for any part of the Party's business, property or assets. Any termination for cause will be effective only if the terminated Party is given (a) at least 10 calendar days' written notice of termination, (b) opportunity for consultation with the terminating Party before the termination date if breach is claimed, and (c) reasonable opportunity to cure the breach to the extent it can be cured. The foregoing notwithstanding, if Client fails to pay any invoice within 2 business days of its due date, ERM may terminate the Contract and stop performance of the Services immediately upon dispatch of notice to Client. Client may terminate the Contract for its convenience upon 2 business days' written notice to ERM, in which event Client shall pay all fees and expenses for Services accrued to the termination date and ERM's reasonable costs resulting from termination, including, without limitation, demobilization costs, as detailed in a final invoice. This section does not limit ERM's rights to seek recovery for Claims resulting from a breach by Client.

7. **Insurance.**
 - 7.1 ERM shall maintain policies of insurance for the following types of coverage, each with a limit of liability of US\$1,000,000 (except for Workers' Compensation or equivalent coverage): Workers' Compensation or equivalent coverage as required under applicable statute; Employer's Liability; Comprehensive General Liability; Comprehensive Automobile Liability; Professional Errors and Omissions and Contractor's Pollution Liability. ERM shall include Client as additional insured under the Comprehensive General Liability, Comprehensive Automobile Liability and Contractor's Pollution Liability policies.
 - 7.2 Upon written agreement of the Parties, ERM may procure and maintain additional insurance coverage or increased policy limits at Client's expense.
8. **Indemnification.**
 - 8.1 ERM shall indemnify Client, its affiliates and their respective directors, officers and employees (individually, a "Client Indemnitee" and collectively, "Client Indemnitees") from and against Claims arising out of the Contract, to the extent Claims are caused by the negligence or willful misconduct of ERM. The foregoing does not include Client's attorney's fees or other legal fees based on breach of Section 9.1.
 - 8.2 Client shall indemnify ERM, its affiliates and their respective directors, officers, employees and contractors (individually, an "ERM Indemnitee" and collectively, "ERM Indemnitees") from and against Claims arising out of the Contract, to the extent Claims are caused by the negligence or willful misconduct of Client.
 - 8.3 No ERM Indemnitee will be liable to a Client Indemnitee or any third party for the creation, existence or release of any type of hazardous or toxic waste, material, chemical, compound or substance, or any other type of environmental hazard, contamination or pollution, whether latent or patent, or the violation of any law or regulation relating thereto, existing at a Site prior to commencement of the Services ("Pre-Existing Condition"), and Client shall indemnify and defend ERM Indemnitees from Claims sustained in connection with a Pre-Existing Condition except to the extent the Pre-Existing Condition is exacerbated by the negligence or willful misconduct of an ERM Indemnitee.
9. **Standard of Care: Limitation of Liability.**
 - 9.1 ERM shall exercise the degree of care and skill ordinarily exercised under similar circumstances at the same time by experienced professionals performing substantially similar services at the same or similar locality as the Site. ERM MAKES NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. ANY IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS ARE DISCLAIMED.
 - 9.2 If Services include (i) estimating the cost or potential cost of remediation, (ii) estimating the cost of compliance, or (iii) assessing the type, concentration, nature or quantity of any substance, waste or condition at, on or in a Site or structure, ERM will prepare such estimate or assessment based upon the information provided by Client or a third party, ERM's experience and, in some instances, the application of a method for estimating or assessing conditions based on representative or random sampling or inspection. Due to the nature of such Services, including, without limitation, the potential for the estimate or assessment to be based on incomplete or inaccurate information or anomalous samples, ERM does not represent, warrant or guarantee the accuracy of any such estimate or assessment.
 - 9.3 IN NO EVENT WILL A CLIENT INDEMNITEE BE LIABLE TO AN ERM INDEMNITEE OR AN ERM INDEMNITEE BE LIABLE TO A CLIENT INDEMNITEE, OR ANYONE CLAIMING BY, THROUGH OR UNDER A CLIENT INDEMNITEE OR ERM INDEMNITEE, INCLUDING, WITHOUT LIMITATION, INSURERS, FOR ANY LOST, DELAYED OR DIMINISHED PROFITS, REVENUES, BUSINESS OPPORTUNITIES OR PRODUCTION OR FOR ANY INCIDENTAL, COLLATERAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, FINANCIAL, CONSEQUENTIAL OR ECONOMIC LOSSES OR DAMAGES OF ANY KIND OR NATURE WHATSOEVER, HOWEVER CAUSED, REGARDLESS OF WHETHER THE CLIENT INDEMNITEE OR ERM INDEMNITEE, AS APPLICABLE, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES.
 - 9.4 IN NO EVENT WILL AN ERM INDEMNITEE BE LIABLE TO A CLIENT INDEMNITEE OR ANYONE CLAIMING BY, THROUGH OR UNDER IT,

- INCLUDING WITHOUT LIMITATION, INSURERS, FOR ANY AMOUNT IN EXCESS OF US\$250,000 IN THE AGGREGATE. TO THE MAXIMUM EXTENT PERMITTED BY LAW, ERM WILL HAVE NO LIABILITY IF CLIENT FAILS TO INITIATE LEGAL PROCEEDINGS WITHIN 12 MONTHS OF PERFORMANCE OF THE SERVICES. CLIENT RELEASES ERM INDEMNITEES FROM ANY DAMAGES SUSTAINED BY CLIENT IN EXCESS OF THE AMOUNT STATED IN THIS SECTION 9.4, AND, TO THE MAXIMUM EXTENT PERMITTED BY LAW, FROM ANY CLAIM THAT IS THE SUBJECT OF PROCEEDINGS NOT INITIATED WITHIN THE TIME FRAME STATED IN THIS SECTION 9.4.
- 9.5 The provisions of this Section 9 will (i) apply to the fullest extent allowed by law whether liability is claimed or found to be based in contract (including breach of warranty or contract), tort (including negligence or negligent misrepresentation), equity, strict liability or otherwise, and (ii) survive the completion of Services and the expiration, cancellation or termination of the Contract. The provisions of Sections 9.3 and 9.4 will be enforceable as a separate agreement if necessary.
- 9.6 Client acknowledges and agrees that the price for Services set forth in the Proposal, subject to adjustment pursuant to the Contract, has been negotiated in consideration of the Parties' agreement to limit certain of ERM's liabilities. Accordingly, Client acknowledges and agrees that the provisions of this Section 9 satisfy any requirement of reasonableness under any law applicable to the Contract and to any Claims relating to, or arising in connection with, the Contract.
10. **Containment and Disposal.** If any hazardous or toxic waste, material, chemical, compound or substance or any waste regulated by local, state, provincial or federal law, including, without limitation, any sampling materials such as drill cuttings and fluids or asbestos (the "Waste") are encountered by ERM or result from ERM's performance, ERM will appropriately containerize the Waste and either (i) leave the containerized Waste on Site for proper disposal by Client or (ii) using a manifest signed by Client as generator, assist with transportation of Waste to a location selected by Client for disposal. Client acknowledges that at no time does ERM assume authority over the transportation or disposal of, or title to, or the risk of loss associated with, the Waste. Client agrees to indemnify and defend ERM Indemnitees from any and all Claims (including, without limitation, any liability derived from any local, state, provincial or federal "Superfund" law) in any way related to ERM's assistance with the storage, transportation or disposal of the Waste, except to the extent such Claims result from ERM's gross negligence or willful misconduct.
11. **Client Responsibilities.**
- 11.1 Client must provide all reasonable assistance required by ERM in connection with Services, including, without limitation, any assistance specified in the Proposal. In particular, Client will provide ERM with the following, as applicable:
- Reasonable ingress to and egress from the Site for ERM and its subcontractors and their respective personnel, equipment and vehicles, including but not limited to obtaining any consents or easements and complying with their terms.
 - Clean, secure and unobstructed space at the Site for ERM's and its subcontractors' equipment and vehicles.
 - Specifications (including, without limitation, facility schematics, Site schematics, engineering drawings and plot plans) detailing the construction of underground and aboveground facilities located at the Site that pertain to ERM's scope of work or are necessary to enable ERM to perform the Services.
 - Approval of each specific location for boring, drilling, excavation or other intrusive work and identification of concealed or underground utilities, structures, obstructions, obstacles or sensitive conditions before ERM commences work at the location. If Client does not identify the location of the concealed and underground items or approve each location of intrusive work, Client shall indemnify and defend ERM against any harm or injury arising out of or related to contact with such hazards.
 - Client's selection of any hazardous waste transporter and disposal facility and Client's arrangements for execution of the waste generator portion of any bill of lading, waste manifest, waste profile and related documents.
 - All information related to the Services or subject matter thereof in Client's possession, custody or control reasonably required by ERM.
- 11.2 ERM has the right to rely, without independent investigation or inquiry, on the accuracy and completeness of all information provided by, on behalf of, or at the request of Client or any governmental agency to ERM or any ERM subcontractor. Client agrees to review all Proposals, designs, schematics, drawings, specifications, reports and other deliverables prepared by ERM for the accuracy and completeness of factual information provided by or on behalf of Client for inclusion and to provide ERM with any further information within Client's possession that may affect the accuracy or completeness of Services.
- 11.3 Full payment for Services is a condition precedent to Client's rights in ERM work product. If Services involve electronic data files that are maintained by or for Client, Client is responsible for maintaining backup copies of such files.
- 11.4 Unless otherwise expressly agreed in writing by the parties, Client is responsible for Site security.
- 11.5 As to any dispute involving Client or the subject matter of the Services in which ERM is either not a named party or not at fault, Client shall pay ERM for any reasonable attorneys fees, other legal fees and expenses, and other costs incurred and the time of ERM's personnel spent in responding, defending or participating, including but not limited to all such costs and time of ERM or its personnel when called or subpoenaed for depositions, examinations, appearances or document production.
- 11.6 During the period of performance and for one year thereafter, Client will not target and then hire any ERM professional based on their performance of Services for Client. Without limiting any damages or other remedies, immediately upon any breach of the foregoing, Client will pay ERM an amount equal to 50% of the ERM professional's ending annual salary with ERM.
12. **Use of Name.** Client authorizes ERM to use Client's name and a general description of the Services and subject matter thereof as a reference for prospective clients and projects.
13. **No Third Party Reliance.** Except as provided in Section 18.1, the Contract does not, and is not intended to, grant to any person other than ERM and Client any benefit, right or remedy hereunder. Unless otherwise expressly agreed by ERM in writing, Client will not provide ERM's work product to any third party, and no third party will have the right to rely on the Services or ERM's work product. Services are performed solely for the purposes stated in the Proposal. Client's modification of Services, or use of Services for any other purpose, is at Client's sole risk. If a court determines, notwithstanding this Section 13, that a third party has the right to rely on Services, to the fullest extent allowable under applicable law, such reliance is subject to the limitations included in the Contract. Client agrees to indemnify, hold harmless and defend ERM Indemnitees against Claims resulting from a Client Indemnitee directly or indirectly providing ERM work product to a third party absent ERM's prior express written consent.
14. **Intellectual Property.** Client acknowledges and agrees that ERM shall retain ownership rights in all work product conceived, developed or made by ERM and its Affiliates in the performance of the Services. Upon payment in full for the Services, ERM agrees to grant to Client a non-exclusive, royalty-free license to use such work product for the purposes specified in or implied by the Proposal. Client acknowledges and agrees that ERM shall maintain all ownership rights in technical information, inventions, discoveries, improvements, and copyrightable material, made or conceived by ERM prior to its commencing performance of the Services or developed by ERM outside the scope of the Services.
15. **Severability.** Each provision of these Terms is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.
16. **Governing Law Forum.** The Contract is governed by the substantive laws of the jurisdiction in which ERM is formed (the "Jurisdiction"). The Jurisdiction's courts have exclusive jurisdiction and venue over all disputes arising out of the Contract, and the Jurisdiction is deemed to be the place of performance for all obligations under the Contract. The Parties waive any objection to the Jurisdiction's courts on grounds of inconvenient forum or otherwise.
17. **Interpretation.** Words in the singular include the plural and vice versa. Section captions are for convenience only and do not affect the meaning or construction of the Terms. A reference to a specific item as included within a general category does not exclude items of a similar nature, unless expressly stated otherwise. If any provision of the Terms is inconsistent with the Proposal, the Terms prevail.
18. **Miscellaneous.**
- 18.1 **Other Parties.** If Client engages ERM to provide Services on behalf of or for the benefit of another party (a "Client Party"), Client represents and warrants to ERM, as a material inducement to enter the Contract, that it has the authority to bind the Client Party to the Contract and that Client's signature on, or acceptance of, the Proposal does bind the Client Party. The limitation of liability in Section 9.4 applies jointly, not severally, to Client Indemnitees, any Client Party and any third party as provided in Section 13. If ERM in its sole discretion agrees in writing to Client's request that ERM seek payment from the Client Party, Client will nevertheless retain primary responsibility for payment for Services.
- 18.2 **Law Firms.** If Client engages a law firm, or if a law firm or other representative signs the Proposal or other documents or otherwise instructs ERM to take or refrain from taking any action, ERM is entitled to assume that the law firm or other representative has authority to so instruct ERM. If the law firm or other representative may or will rely on Services, its rights will be limited to those granted to Client in the Contract.
- 18.3 **Entire Agreement.** Upon Client's acceptance of the Proposal, the Contract constitutes the entire understanding between the Parties and the full and final expression of such understanding, and supercedes all prior and contemporaneous agreements, representations or conditions, express or implied, oral or written.
- 18.4 **Waiver Amendment.** A provision of the Contract may be waived, deleted or modified only by a document signed by the Parties stating their intent to modify the Contract.

- 18.5 Survival. Sections 5, 8, 9, 10, 11, 13, 14, 15, 16, 17 and 18 and all provisions of the Contract that by their nature would usually be construed to survive an expiration or termination shall survive the expiration or termination of the Contract.
- 18.6 Printed Forms. Client may use its forms and agreements to administer any agreement between ERM and Client, but such use is for convenience only, and any provision therein that conflicts with the Contract is void.
- 18.7 Notices. Notices hereunder will be given to the persons identified in the Proposal by any of the following: personal delivery; registered or certified mail, return receipt requested and postage prepaid; internationally recognized overnight courier, all fees prepaid; facsimile; or email.
- 18.8 Relationship of Parties. The Contract does not give either Party the authority to act as an agent or partner of the other Party, or to bind or commit the other Party to any obligations. Nothing contained in the Contract shall be construed as creating a partnership, joint venture, agency, trust or other association of any kind.
19. Additional Terms. Additional provisions governing ERM's performance of Services, if attached to these Terms by ERM, are made part of the Contract.
20. Language. I hereby confirm and agree that this Contract and all documents relating hereto be drafted in English. *Je confirme avoir accepté que la présente entente de même que tous les documents s'y rattachant soient rédigés en anglais.*

Lake Lucaya Bathymetry Survey
 July 1, 2021

Water level two feet above normal due to heavy rain.

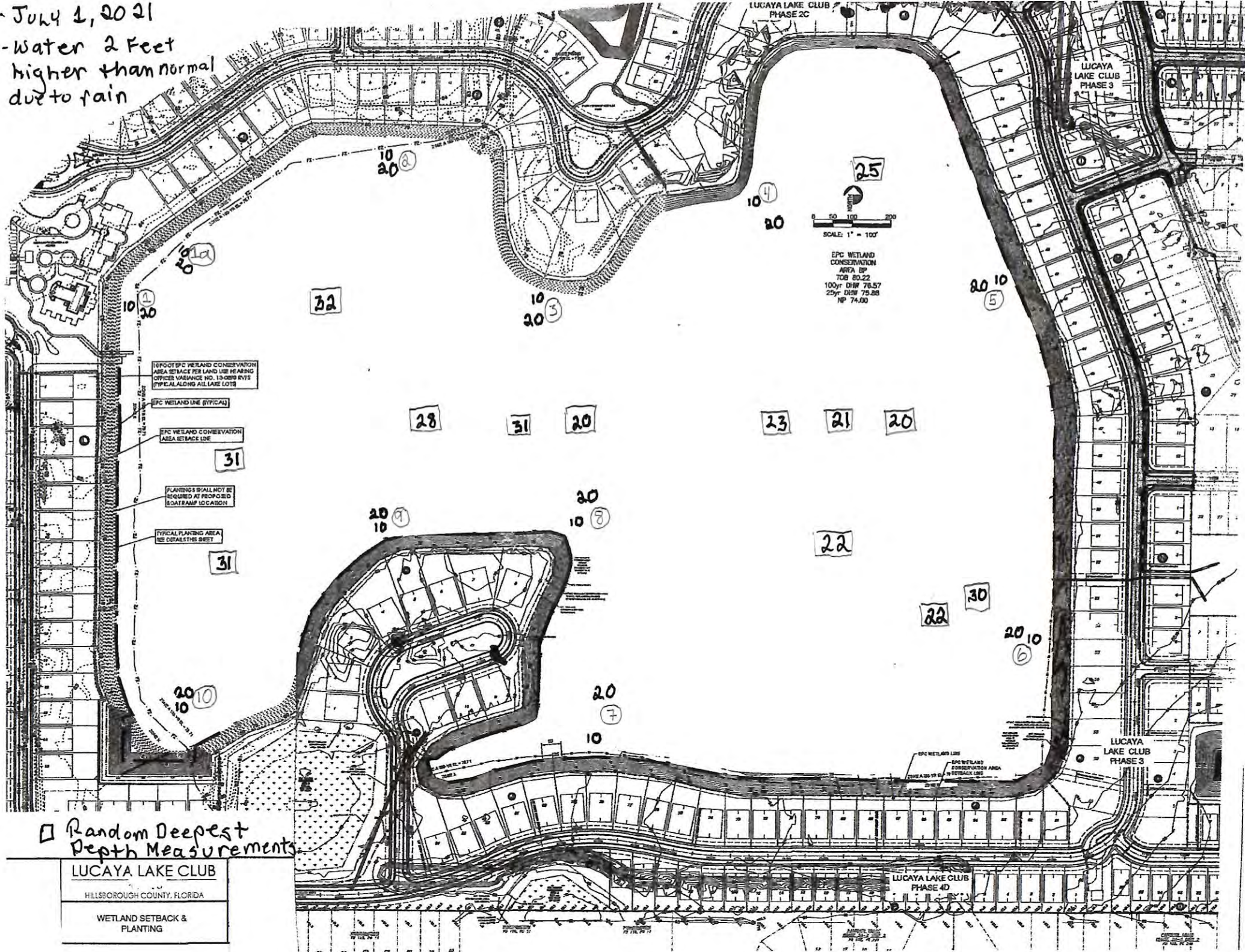
REFERENCE NUMBER	DEPTH	DISTANCE FROM SHORE	LATITUDE	LONGITUDE
1	10 ft	30 ft	27.818785	-82.316622
	20 ft	50 ft	27.818785	-82.316572
2	10 ft	20 ft	27.819544	-82.315208
	20 ft	40 ft	28.819498	-82.315239
3	10 ft	20 ft	27.818447	-82.313623
	20 ft	60 ft	27.818428	-82.313674
4	10 ft	30 ft	27.819268	-82.311938
	20 ft	80 ft	27.819002	-82.311940
5	10 ft	20 ft	27.8178	-82.309842
	20 ft	60 ft	27.818468	-82.310030
6	10 ft	20 ft	27.815922	-82.309634
	20 ft	60 ft	27.815964	-82.309613
7	10 ft	40 ft	(not taken)	(not taken)
	20 ft	200 ft	27.815990	-82.312942

8	10 ft	30 ft	27.816863	-82.313513
	20 ft	90 ft	27.817015	-82.313370

9	10 ft	20 ft	27.816907	-82.314921
	20 ft	40 ft	27.816907	-82.314921

10	10 ft	65 ft	27.815427	-82.316782
	20 ft	70 ft	27.815429	-82.316811

- July 1, 2021
 - Water 2 Feet higher than normal due to rain



10 FOOT EPC WETLAND CONSERVATION AREA SETBACK PER LAND USE HEARING OFFICE'S VARIANCE NO. 19-0895 EVTS (TYPICAL ALONG ALL LAKE LOTS)

EPC WETLAND LINE (TYPICAL)

EPC WETLAND CONSERVATION AREA SETBACK LINE

PLANTINGS SHALL NOT BE REQUIRED AT PROPOSED BOATRAMPL LOCATION

TYPICAL PLANTING AREA SEE DETAIL THIS SHEET

SCALE: 1" = 100'

EPC WETLAND CONSERVATION AREA EP
 TOB 80.22
 100yr DHW 76.57
 25yr DHW 75.88
 NP 74.80

□ Random Deepest Depth Measurements

LUCAYA LAKE CLUB

HILLSBOROUGH COUNTY, FLORIDA

WETLAND SETBACK & PLANTING

LUCAYA LAKE CLUB PHASE 4D

LUCAYA LAKE CLUB PHASE 3

LUCAYA LAKE CLUB PHASE 2C

LUCAYA LAKE CLUB PHASE 3

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INSTRUMENT#: 2014258531, O BK 22724
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DEPUTY CLERK: DJOHNSON Pat Frank, Clerk
of the Circuit Court Hillsborough County

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LUCAYA LAKE CLUB

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LUCAYA LAKE CLUB is made by OK RHODINE ROAD LLC, a Florida limited liability company (“Developer”) as of this 4th day of June, 2014.

ARTICLE I

INTRODUCTION AND DEFINITIONS

1. Introduction

a. Developer is the owner of the real property located in Hillsborough County, Florida more particularly described on Exhibit “A” attached hereto (the “Property”).

b. Developer hereby restricts the use of the Property and declares that the Property and all portions thereof (except to the extent specifically exempted herein) and all additions made in accordance with this Declaration, shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of this Declaration, which Developer is imposing for the benefit of all owners of the Property or portions thereof for the purpose and with the intent of preserving the value and maintaining the desirability of the Property.

c. Every Person (as defined herein) acquiring title to any portion of the Property shall be deemed to have agreed to all of the terms and provisions of this Declaration and shall be entitled to its benefits and subject to its obligations.

2. Definitions. Unless the context expressly requires otherwise, the words defined below whenever used in this Declaration and in the Governing Documents shall have the following meanings:

a. “ACOE” means the U.S. Army Corps of Engineers.

b. "Additional Property" means those lands, including those lands described on Exhibit "D" of this Declaration, together with any improvements thereon, which may be made subject to this Declaration by annexation pursuant to Article II hereof.

c. "Annual Maintenance Assessment" means the Association's annual maintenance assessment for each Lot as determined in accordance with the provisions of this Declaration.

d. "Association" means the Lucaya Lake Club Homeowners Association, Inc., a corporation not for profit organized and operated pursuant to Chapters 617 and 720, Florida Statutes, its successors and assigns.

e. "Board" or "Board of Directors" means the Association's Board of Directors.

f. "Builder" shall mean any person designated in writing as such by Developer who purchases Lots within the Property for the purpose of constructing Residential Units thereon for sale to Lot Owners.

g. "CDD" means the Spring Lake Community Development District, as authorized by Chapter 190, Florida Statutes, with respect to the Property and/or any Additional Property pursuant to the terms of this Declaration.

h. "Common Areas" means all real property or any interest in real property from time to time owned by the Association or designated for ownership by the Association for the common use and enjoyment of all Lot Owners, together with all improvements, fixtures, landscaping and tangible personal property now or hereafter situated thereon and all appurtenant easements. Common Areas may or may not include roads, roadways and rights-of-way in the Property, community parks, and ponds, lakes, marshes and wetlands within the Property.

i. "Common Docks" shall have the meaning set forth in Article III, Section 7.b.ii. of this Declaration.

j. "Common Maintenance Areas" means all real property and tangible personal property from time to time designated by this Declaration, the Association (with Developer's consent if prior to Turnover) or Developer, as a maintenance responsibility of the Association for the benefit of all Owners. Common Maintenance Areas may or may not be owned by the Association and may or may not be located within the Property. Common Maintenance Areas may include lands owned or controlled by the CDD.

k. "Conservation Areas" means those portions of the Property designated as conservation or preservation areas on any Plat, which areas may include, without limitation, certain jurisdictional wetlands, river buffer transitional habitats, live oak hammocks, and developable uplands which have been restricted to be used to promote habitat conservation and preservation and to protect environmental resources within the Development in accordance with, and subject to the terms of all permits, approvals, and entitlements for the Development, which set forth the permitted uses of those areas. To the extent that any Conservation Areas are owned or maintained by the Association, such

Conservation Areas shall be deemed to be Common Areas or Common Maintenance Areas, respectively, as applicable.

l. “County” means Hillsborough County, Florida.

m. “Declaration” means this Declaration of Covenants, Conditions and Restrictions, together with any amendments and supplements hereto.

n. “Design Review Committee” means the committee established under Article VIII hereof to review and approve or deny modifications, alterations, renovations or reconstruction of the exterior of Residential Units or Lots.

o. “Design Review Guidelines” means the architectural, design and aesthetic guidelines, standards, rules, procedures and criteria for Lucaya Lake Club, which may include the Lake Rules, which are promulgated and adopted by the Design Review Committee, from time to time, together with all modifications, amendments, alterations and supplements thereto.

p. “Developer” means OK Rhodine Road LLC, a Florida limited liability company, whose address is 8875 Hidden River Parkway, Suite 150, Tampa, FL 33637, its successors and assigns to whom the rights of the Developer hereunder are specifically assigned, in whole or in part, by instrument recorded in the Public Records. Developer may assign all or a portion of such rights in one or more assignments. In the event of a partial assignment, the assignee shall not be deemed the Developer unless expressly stated in the assignment, but may exercise such rights of Developer as are specifically assigned to it. Any assignment may be made on a non-exclusive basis.

q. “Development” means the residential development as described in the Zoning Ordinance. The Development shall include any Additional Property made subject to this Declaration in accordance with the provisions hereof.

r. “Governing Documents” collectively means this Declaration, the Association's Articles of Incorporation (the **“Articles”**) and the Association's Bylaws (the **“Bylaws”**), as the same may be amended from time to time. A copy of the initial Articles is attached as **Exhibit “B”** to this Declaration, and a copy of the initial Bylaws is attached as **Exhibit “C”** to this Declaration. The Articles and Bylaws may be amended as provided in such documents and it shall not be necessary to amend this Declaration in order to amend the Articles or Bylaws.

s. “Lake Rules” has the meaning set forth in Article III, Section 7.b.ii. of this Declaration.

t. “Law” means any statute, ordinance, rule, regulation, or order adopted or enforced by the United States of America, or any agency, officer, or instrumentality thereof, or by the State of Florida, or any agency, officer, municipality, or political subdivision thereof, from time to time applicable to the Property or to any activities on or about the Property.

u. "Lot" means any plot of land shown on any recorded Plat of the Property or portions thereof, which is intended as a building site for a Residential Unit, and excluding any areas designated as Common Areas or dedicated for utility sites or public use.

v. "Master Plan" means the conceptual plan for the development of the Development as determined by the Developer from time to time. All references to the Master Plan shall be references to the latest version thereof.

w. "Members" means the members of the Association as defined and described in Article IV of this Declaration.

x. "Mortgage" means any mortgage, deed of trust, or other instrument validly transferring any interest in any Lot, or creating a lien on any Lot, in either case as security for performance of an obligation. The term "Mortgage" does not include judgments, involuntary liens, or liens arising by operation of Law. "First Mortgage" means any Mortgage constituting a lien prior in dignity to all other Mortgages encumbering the same property.

y. "Mortgagee" means the Person(s) named as the obligee under any First Mortgage, or the successor in interest to any such Person, including the Federal National Mortgage Association, the Veterans Administration, the Federal Housing Authority and similar guarantors or insurers of First Mortgages.

z. "MSTU/MSBU" has the meaning set forth in Article V, Section 1.h., of this Declaration.

aa. "Neighborhood" means and refers to each portion of the Property in which Owners may have common interests other than those common to all Association Members, such as a common theme, entry feature, private roads, gates and gatehouses, development or neighborhood name, and/or common areas and facilities, which are not available for use by all Members, but only available for use by Members who own property within the Neighborhood. Neighborhoods may be designated by Plat or Neighborhood Supplement. It shall not be necessary for any portion of the Property to be designated as a Neighborhood except as required by law.

bb. "Neighborhood Assessment" means and refers to assessments levied against Lots in a particular Neighborhood, which benefit from a service, amenity or improvements provided by the Association.

cc. "Neighborhood Committee" means and refers to a committee of three (3) individuals who are owners or occupants of a Lot within a Neighborhood who shall advise the Board of Directors on matters concerning Neighborhood Assessments. Neighborhood Committees shall be appointed or elected as provided in the Bylaws. Notwithstanding anything to the contrary in this Declaration, no Neighborhood Committee shall be appointed or elected until Turnover.

dd. "Neighborhood Supplement" means and refers to a Supplement to this Declaration designating a Neighborhood, establishing Neighborhood Assessments and adding or deleting covenants, conditions, restrictions and easements for a Neighborhood.

ee. "Owner" or "Lot Owner" means the record owner, whether one or more Persons, of the fee simple title to any Lot, including Developer, Builders and contract sellers, but excluding contract buyers, any Person holding such fee simple title merely as security for the performance of an obligation, the Association, the CDD, and governmental authorities and utility companies that have received dedications or conveyances of rights-of-way, easements or utility sites. Developer is an Owner as to all portions of the Property owned by Developer.

ff. "Person" means any natural person or entity having legal capacity.

gg. "Plat" means any subdivision plat of all or any portion of the Property recorded in the Public Records of the County, and the recorded plat of any Additional Property made subject to the provisions of this Declaration pursuant to the provisions hereof, and any revisions or replats thereof and amendments thereto.

hh. "Property" means initially the real property located in Hillsborough County, Florida, described in Exhibit "A" attached to this Declaration, together with any Additional Property hereafter annexed to this Declaration pursuant to Article II hereof.

ii. "Public Records" means the Public Records of the County.

jj. "Rules" means any rules and regulations regarding the use of the Property, duly adopted by the Association in accordance with the Governing Documents, as the same may be amended from time to time.

kk. "Residential Unit" means any improvements on a Lot intended for use as a single-family residential dwelling unit, including, without limitation, any single-family attached or detached dwelling. Improvements shall constitute a Residential Unit at such time as construction of the dwelling unit is completed and a certificate of occupancy is issued therefor by the applicable governmental authorities.

ll. "Special Assessments" has the meaning set forth in Article VI, Section 6 of this Declaration.

mm. "Specific Assessments" has the meaning set forth in Article VI, Section 8 of this Declaration .

nn. "Start-Up Assessments" has the meaning set forth in Article VI, Section 4 of this Declaration.

oo. "Supplemental Declaration" means any instrument which extends the effect of this Declaration to Additional Property pursuant to Article II of this Declaration.

pp. "SWFWMD Permit" means any and all Southwest Florida Water Management District Permits applicable to the Property, as may be amended or modified from time to time.

qq. “Surface Water Management System” means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 40D-4, 40D-40, or 40D-42, Florida Administrative Code (“F.A.C.”). The Surface Water Management System may include, but is not limited to: inlets, littoral areas, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas, drainage easements, underdrains and filtration systems. The lands and facilities comprising the Surface Water Management System may be owned by the CDD.

rr. “Turnover” has the meaning set forth in Article IV, Section 3 of this Declaration.

ss. The “Work” means the initial development of all or any portion of the Property pursuant to the Master Plan, including the construction and installation of streets, utility systems, community facilities, buildings, and other improvements, and the sale, lease, or other disposition of the Property as improved or unimproved parcels, but does not include the construction of individual Residential Units by Persons other than Developer. Such term is to be broadly construed to include any and all activities, uses, structures, and improvements necessary, convenient, or desirable to accomplish such construction and disposition.

tt. “Working Capital Assessment” has the meaning set forth in Article VI, Section 5 of this Declaration.

uu. “Zoning Ordinance” means County Ordinance No. RZ 04-1593, as the same has been and may be amended from time to time.

ARTICLE II

PROPERTY RIGHTS AND COMMON AREAS

1. Property. The Property is and shall be improved, held, transferred and occupied subject to this Declaration. As of the date hereof, Developer intends to develop the Property described in Exhibit “A” attached hereto as the first phase of the Development. In addition, Developer may, in the future, but shall have no obligation, to annex and submit to the lands encumbered by this Declaration the lands described in Exhibit “D” (or any portion thereof) to this Declaration. If Developer elects to annex and submit Additional Property to the Property encumbered by this Declaration, then Developer shall follow the procedures set forth in Section 3 below. Until such time, only the Property described in Exhibit “A” to this Declaration shall be encumbered hereby, and this Declaration shall not be deemed an encumbrance against the lands Additional Property described in Exhibit “D”.

2. Additional Property. In addition to the Additional Property described on Exhibit “D” of this Declaration, Developer shall have the right, but not the obligation, to bring within the scope of this Declaration, any Additional Property lying in the vicinity of the Property at any time within twenty

(20) years from the date this Declaration is recorded in the Public Records, which annexation may be accomplished without the consent of the Association, the Owners, or any mortgagee or other lien holder. If Developer elects to annex and submit any such Additional Property to this Declaration, Developer shall follow the procedure set forth in Section 3 below.

3. Method of Annexation. Additions authorized under this Article II shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to Additional Property. Each Supplemental Declaration shall describe the real property to be annexed and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing property to this Declaration and extending the jurisdiction of the Association to the Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the real property being annexed or of the housing or development approaches being implemented. Such additional terms may also provide for additional property owners' associations having administrative responsibility and control over certain portions of the Property. From and after recordation of any Supplemental Declaration in the Public Records, the Additional Property described therein shall constitute part of the Property and shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

4. Other Extensions. The extension of the provisions of this Declaration to any lands other than as set forth above must be approved by at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose at which a quorum is present, and by Developer so long as Developer is a Member of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

5. Common Areas and Common Maintenance Areas.

a. Conveyance of Common Areas. The Developer will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept the title to, the Common Areas owned by Developer at such time as, in Developer's sole discretion, Developer deems appropriate. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions, and limitations of record, and easements for ingress, egress, drainage and public utilities in favor of the CDD, governmental entities or private parties as deemed appropriate by the Developer. Upon recordation of any deed or deeds conveying Common Areas to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by the Developer.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH COMMON AREA PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION,

ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS, EXCEPT AS SET FORTH HEREIN.

All costs and expenses of any conveyance of any property by Developer to the Association shall be paid for by the Association.

b. Right of the Developer to Designate and Withdraw Property as Common Area. Notwithstanding anything to the contrary contained in this Declaration or any Plat, the Developer shall have the right, in its sole discretion, to designate land, easements, use rights and personal property owned by the Developer as Common Areas provided only that such land shall be located within the Property or contiguous to the Property (for purposes of this subsection, property separated only by public or private roads, water bodies, or open space shall be deemed contiguous). For so long as the Developer shall own any portion of the Property and notwithstanding anything to the contrary contained in this Declaration or any Plat, the Developer may, at any time, withdraw, or cause to be withdrawn, land from the Common Areas in the Developer's sole discretion. The prior sentence notwithstanding, in the event such withdrawal of Common Area shall materially and adversely affect access or drainage to or from any Lot, the Developer shall not have the right to withdraw such Common Areas without the consent of the Owner of the Lot which is so affected. Addition of land to and withdrawal of land from the Common Areas shall be evidenced by recording a deed or Supplemental Declaration, as applicable, in the Public Records, which shall specifically reference such addition or withdrawal. Withdrawal of land from the Common Areas by the Developer shall terminate any and all easements and rights of use of the Owners in such land, unless otherwise expressly provided in such withdrawal instrument. No land owned by the Developer shall be deemed to be Common Areas unless such land is expressly referenced as such herein, or subsequently designated as such by the Developer pursuant to a Plat of such lands, a deed conveying such lands, or any interest therein, to the Association, or otherwise pursuant to this subsection, even if the Developer consents or acquiesces to the use of such land by the Owners. In the event any land, easements, use rights, or personal property owned by the Association shall be withdrawn from the Common Areas pursuant to this subsection, upon the Developer's written request, the Association shall promptly execute and deliver to the Developer any and all deeds, bills of sale, assignments or other conveyance documents as may be necessary or appropriate to confirm or effectuate the withdrawal of such Common Areas.

c. Use by Developer and Other Persons. Notwithstanding the transfer of ownership of the Common Areas to the Association, the Developer shall have the right to use and occupy, and to allow Builders to use and occupy, portions of the Common Area without payment of any rent or use fee for purposes of a sales and marketing center, special events, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs, until Developer and all Builders have sold all Lots within the Property, notwithstanding Turnover. Developer shall have the right to cause the Association to enter into a written agreement evidencing this right and no such agreement shall be deemed to be a violation of any fiduciary or other duty of the officers or directors of the Association authorizing or executing such written agreement. The Association shall have the right and authority to allow, by easement, license, rental agreement or otherwise, the use of Common Areas by Persons providing utility, telecommunications, security or

other services to the Development. The Developer and the Association shall have the right to allow the CDD to use any portion of the Common Area on such terms as the Developer or the Association deems appropriate. The Association shall also have the right and authority to allow school, civic charitable social groups, and other non-profit organizations to use the Common Areas as determined from time to time by the Board of Directors, provided such use does not unreasonably interfere with the Owners' use of the Common Areas.

6. Owner's Easements of Enjoyment. Every Owner of a Lot and his or her lessees have a nonexclusive right and easement of enjoyment in and to the Common Areas that is appurtenant to, and passes with, the title to every Lot subject to the easements and other property rights granted in this Article, and subject to the following:

a. Assessments. Assessments for maintenance, repair, replacement, and operation of the Common Areas and improvements and facilities, if any, situated upon the Common Areas as provided in this Declaration or other applicable recorded instruments.

b. Dedication. The right of the Owner of the Common Areas, with the consent of the Developer if not the Owner of the Common Areas, to dedicate or transfer all or portions of the Common Areas or interests therein to any public agency, authority, or utility. Any dedication or transfer made by Developer as part of the Work or prior to Turnover shall not require the approval of the Members or the Association. Any other dedication or transfer must be approved by at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose at which a quorum is present, and must be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

c. Developer. The rights of the Developer hereunder to add or withdraw land from the Common Areas and to occupy and use (and allow Builders and other third parties to use and occupy) portions of the Common Areas for a sales and marketing center, the placement of sales and construction trailers and equipment, vehicular parking, and the placement of sales signs.

d. Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce reasonable Rules governing the use of the Common Areas.

e. Governing Documents. The provisions of the Governing Documents and all matters shown on any Plat of all or part of the Property.

f. Easements. The right of the Developer and, following the conveyance of the Common Areas to the Association, the Board of Directors of the Association to grant easements for utilities or drainage across all or any part of the Common Areas, whether to the CDD, other governmental entities or private parties, as deemed advisable by the Developer or the Board of Directors, as applicable.

g. Requirements of Law. The provisions of applicable Laws and all construction, water quality, environmental protection and other permits issued in connection with the development of the Property.

h. General. Real estate taxes and special assessments levied by governmental authorities having jurisdiction over the Common Areas, and restrictions, limitations and easements of record.

7. General Association Easement; General Drainage Easement. All Lots are subject to the following perpetual non-exclusive easements:

a. The Association is hereby granted a perpetual, non-exclusive easement for ingress and egress upon, over and across each Lot for the performance of the Association's duties hereunder, provided that such easement will not encroach on any portion of the building pad on which a Residential Unit is constructed.

b. Each portion of the Property is hereby burdened with a perpetual, non-exclusive easement in favor of each other portion of the Property for the drainage of ground and surface waters into, over and throughout, the Surface Water Management System in the manner established by Developer as part of the Work.

8. Property Boundary Buffer. As part of the Work, Developer may construct privacy fence(s), wall(s) and/or landscaped buffer(s) across some of the Lots and/or portions of the Common Areas to separate the Property or portions thereof from adjoining portions of the Property, right-of-ways or other properties (as applicable, the "**Property Boundary Buffer**"). All Lots adjacent to any Property Boundary Buffer or upon which portions of the Property Boundary Buffer are located, are subject to an exclusive perpetual easement for the location of the Property Boundary Buffer. All such Lots are also subject to easements to the Association for the maintenance, repair and replacement of the Property Boundary Buffer and the landscaping associated therewith, which may be exercised by the Association if the Lot Owner fails to properly maintain the Property Boundary Buffer as hereinafter provided. Owners of Lots adjacent to any Property Boundary Buffer, or of Lots on which any portion of the Property Boundary Buffer are located, shall be obligated to maintain, at such Lot Owner's cost and expense, the interior of such Property Boundary Buffer facing such Owner's Lot, and the Association shall maintain the exterior of the Property Boundary Buffer, and replace the Property Boundary Buffer as and when required.

9. Plat Easements. Reference is made to the utilities, drainage, ingress and egress, non-access, and other easements shown on a Plat. The Developer shall have the unrestricted right without the approval or joinder of any other Person to designate the use and to alienate, release or otherwise assign the easements shown on a Plat unless such easements have been previously conveyed or dedicated. The easements may be used to construct, maintain and operate water mains, drainage ditches, sewer lines and other suitable installations for drainage and sewage disposal, maintain Conservation Areas, or for the installation, maintenance, transmission and use of electricity, gas, telephone, cable systems, reclaimed irrigation water or treated effluent and other utilities, whether or not the easements are shown on the Plat to be for drainage, utilities, or other purposes. The Owners of the Lots subject to easements shown on the Plat shall acquire no right, title or interest in any of the cables, conduits, pipes, mains, lines, or other equipment or facilities placed on, over or under the easement area. The Owner of a Lot subject to any easement shall not construct any improvements on the easement areas, nor alter the flow of drainage, nor landscape such areas with hedges, trees or other

landscape items that might interfere with the exercise of the easement rights. If any Owner constructs any improvements on such easement areas or landscapes such areas as aforesaid, the Owner of the Lot shall remove at the Owner's expense the improvements or landscape items upon written request of Developer, the Association or the grantee of the easement. If the Owner fails to promptly remove improvements or landscaping, the Developer, the Association or the grantee of the easement may enter on the Lot and remove the improvements or landscaping at the expense of the Owner, who shall reimburse the cost of removal within fifteen (15) days of demand. The party removing the improvements or landscaping shall not be liable for trespass, nor responsible for any damage caused by the removal and shall not be required to restore any portion of the Lot damaged by the removal.

10. Lake or Pond and Surface Water Management Easements. The Association and the CDD are hereby granted: (a) perpetual non-exclusive unobstructed drainage easements over and through the Surface Water Management System and the ponds, lakes, marshes and other wetlands situated in whole or in part on the Property, whether part of the Surface Water Management System or otherwise; (b) perpetual non-exclusive easements for access and maintenance, including an easement for ingress and egress over and across all areas of the Surface Water Management System and all streets, roadways, Common Areas, driveways and walkways, including the right to enter upon any portion of any Lot which is a part of, or adjacent to the Surface Water Management System or any pond, lake, marsh or wetland, whether part of the Surface Water Management System or otherwise, at any reasonable time and in a reasonable manner, for purposes of operating, maintaining and repairing the Surface Water Management System as required by this Declaration, any Plat, any instrument recorded in the Public Records, the SWFWMD Permit or by Law, as applicable, including, but not limited to, work within the retention areas, drainage structures, and drainage easements; and (c) perpetual non-exclusive easements over and across each Lot bordering on or encompassing any portion of the Surface Water Management System, or a pond, lake, marsh or wetland, whether part of the Surface Water Management System or otherwise, from the top of the embankment to the rear lot line (including any submerged portions of the Lot), for the installation, use, maintenance, repair and replacement of the Surface Water Management System.

11. All Rights and Easements Appurtenant. The benefit of all rights and easements granted by this Article constitute a permanent appurtenance to, and pass with, the title to every portion of the Property enjoying such benefit. Whenever any such right or easement is described as nonexclusive by this Article its benefit nevertheless is exclusive to the portions of the Property granted such benefit by this Article, unless this Article expressly grants such benefit to additional Persons. In no event does the benefit of any such easement extend to the general public.

12. Ownership Rights Limited to Those Enumerated. No transfer of title to any Lot passes any rights in and to the Common Areas, except as expressly enumerated in this Declaration. No provision in any deed or other instrument of conveyance of any interest in any Lot shall be construed as passing any right, title, and interest in the Common Areas, except as expressly provided in this Declaration. Any Owner may delegate his or her right of enjoyment and other rights in the Common Areas to any Persons from time to time lawfully occupying such Owner's Lot, subject to the Association's Rules and Article III, Section 13.b., below.

13. Platting and Subdivision Restrictions. Developer may from time to time, plat or replat all or any part of the Property owned by Developer, and may widen or extend any right-of-way shown

on a Plat or convert a Lot or other portions of the Property for use as a right-of-way or other uses, provided that Developer owns the lands where such changes occur. Developer may also establish covenants and restrictions and amendments thereto with respect to any such portion of the Property. No Owner, other than Developer, shall subdivide or change the boundary lines of any Lot or combine Lots without the prior written approval of (a) Developer, if prior to Turnover, or (b) the Board, if after Turnover. Any such action shall only be effective upon recording in the Public Records of a Plat or other instrument reflecting the subdivision or new boundaries of the affected Lots.

ARTICLE III

USE RESTRICTIONS

1. Residential Use. Each Lot and the buildings constructed therein shall be used for single family residential purposes only, and no group foster care homes, day care homes or community residential homes are permitted. Only one (1) single family dwelling may be constructed on each Lot. No trade, business, commercial activity or profession may be conducted in, on, or from any Lot. The foregoing does not prohibit a "home office" within a Residential Unit, provided that: (a) no work or service is conducted on the Lot that can be seen or heard outside of the Residential Unit; (b) there is not a material increase in traffic to and from the Lot; and (c) no one other than the Owner or lawful occupants of the Residential Unit shall regularly work at or visit the "home office" for business purposes. The letting, renting, or leasing of Residential Units for non-transient residential purposes shall not constitute a trade or business.

2. Architectural Standards.

a. Initial Construction. No building, fence, wall, mailbox, swimming pool, driveway or other permanent or semi-permanent fixtures or improvements, including landscaping, shall be installed or constructed on a Lot, nor may the Lot be cleared for construction of improvements or the installation of landscaping, except in accordance with plans and specifications, (including a site plan and landscape plan for the Lot), showing the nature, kind, height, color, materials, location and other pertinent information (including samples of materials when requested) about the proposed improvements, that have been approved in writing by the Developer or the Design Review Committee, as applicable, in accordance with the procedures described in Article VIII hereof.

b. Modifications of Exteriors. A Lot Owner may not cause or permit any alteration, modification, renovation or reconstruction to be made to the exterior of his or her Residential Unit or Lot including driveways and landscaped areas, nor make any additions to the exterior of his or her Residential Unit including the installation of window air conditioners, except in accordance with plans and specifications (including site plans and landscaping plans when applicable) showing the nature, kind, height, color, materials, location and other pertinent information (including material samples when requested) that have been approved by the Design Review Committee.

3. Minimum Square Footage. Residential Units shall have a minimum square footage of interior heated and air conditioned living area, exclusive of garages, porches and patios based on approximate Lot size, as set forth in the Design Review Guidelines.

4. Other Structures. Except as to items initially approved by the Developer, no sheds, tanks, storage buildings, clotheslines, basketball hoops or support structures, children's play structures, dog houses, gazebos, swimming pools, or structures of any type, whether similar or dissimilar to those herein enumerated and whether intended to be temporary or permanent, may be erected on a Lot, unless approved by the Design Review Committee in accordance with the procedures set forth in the Design Review Guidelines. Basketball hoops or support structures may not be attached to the Residential Unit and must be easily removed and stored within the Residential Unit, or otherwise out of view, when not in use. No shed or outbuilding of any kind shall be at any time used as a residence either temporarily or permanently. Prior to the start of construction of the Residential Unit, no trailer, mobile home, shed, or outbuildings shall be erected or permitted to remain on any Lot, nor shall any construction materials or other items be stored on the Lot, except as approved by Developer. Notwithstanding the foregoing any Owner may construct an access ramp for ingress and egress to the Residential Unit on its Lot, if a resident or occupant of the Residential Unit has a medical necessity or disability that requires a ramp for ingress and egress, in accordance with and subject to the conditions of Section 720.304(5), Florida Statutes. Neither Developer nor any Builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided such are in compliance with the appropriate governmental requirements, and further provided that any Builder first obtains Developer's written approval of such temporary dwelling, home or structure prior to installing or constructing same, such approval to be granted or denied by Developer in Developer's reasonable discretion. Such rights of the Developer and Builders shall survive Turnover and shall continue for so long as the Developer or any such Builders owns any Lots within the Property.

5. Landscaping. In connection with the initial construction of a Residential Unit on a Lot, complete landscaping plans for the Lot shall be prepared and submitted with the Lot site plan and the Residential Unit plans and specifications as part of the architectural approval process in accordance with the Design Review Guidelines. All landscaping plans shall include an automatic underground sprinkler system covering the entire Lot. Irrigation water for Lots shall be supplied by the County water system, and not by wells located on Lots; provided, however, that such prohibition shall not prohibit Developer from installing and maintaining wells within the Property. Site plans and landscaping plans shall be designed to preserve to the maximum practical extent existing trees. No trees may be removed by any Owner in violation of any Law. In any event, no tree or shrub plantings will be permitted in a location that will prevent the CDD's or the Association's use of access easements granted herein or on any Plat for the purpose of accessing the Conservation Areas. In addition, planting of nuisance exotic species of plants in or adjacent to the Conservation Areas is expressly prohibited.

6. Permits and Restrictions. The Property has been or will be developed in accordance with requirements of the SWFWMD Permit, and the Association, or any permittee or successor permittee under the SWFWMD Permit, has the right to assure that all terms and conditions thereof are enforced. The Association, or any permittee or successor permittee under the SWFWMD Permit, shall have the right to bring an action, at law or in equity, against a Lot Owner violating any terms or provision of the SWFWMD Permit. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the SWFWMD.

All Owners of Lots shall, by acceptance of title to a Lot, be deemed to have assumed the obligation to comply with the requirements of the SWFWMD Permit as such relate to the Lot. Except as required or permitted by the SWFWMD, no Owner of a Lot shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their Lot or adjacent areas which contains jurisdictional wetlands, uplands buffers, or conservation areas as established by the ACOE or SWFWMD, unless and until such activity is authorized by or exempt from the requirements of ACOE and SWFWMD. In the event that a Lot Owner violates the terms and conditions of the SWFWMD Permit and for any reason the Developer, the Association, or any permittee or successor permittee under the SWFWMD Permit, is cited therefor, the Lot Owner agrees to indemnify and hold the Developer, the Association, and any permittee or successor permittee under the SWFWMD Permit, harmless from all costs arising in connection therewith, including without limitation all costs and attorneys' fees as well as costs of curing such violation. Unless first approved by the Design Review Committee and SWFWMD, no Owner other than the Developer may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Developer or the Association from, on or across any Lot, Common Area, Common Maintenance Area or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Area.

The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD.

No Owner of a Lot or other property within the Development may construct or maintain any building, Residential Unit, or structure, or undertake or perform any activity in or to any portion of the Surface Water Management System, including, without limitation, the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the SWFWMD Permit and recorded Plat or Plats of the Development, unless prior approval is received from SWFWMD. Such prohibited activities shall include, without limitation, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water Management System.

Each Owner within the Development at the time of construction of a building, Residential Unit, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD.

7. Use and Maintenance of Ponds and Lakes.

a. Maintenance of Shoreline Areas. Each Owner of a Lot abutting a pond, lake, marsh or wetland, shall have the obligations set forth in Article VII, Section 1 of this Declaration with respect to the shoreline of the pond, lake, marsh or wetland abutting such Owner's Lot.

b. Conveyance of Water Bodies and Wetlands. Developer expressly reserves the right to convey to the Association or the CDD, or any other Person, fee simple title to the ponds, lakes, marshes and other wetlands, situated within the Property (excluding any portion thereof located within

an Owner's Lot), and to reserve unto Developer, or the Association, the right to grant to Owners of Lots abutting any pond or lake, an easement for purposes of constructing a dock, subject to any applicable Dock Permit (as defined below in this section), and/or to require a shared dock easement or agreement between Owners sharing a dock, as described in sub-subsection (ii)(4) below of this Section 7.b. Any such conveyance may, among other things, regulate, limit and/or restrict the rights of Owner's to use of the ponds, lakes, marshes or wetlands located within the Property. By acceptance of title to a Lot, each Lot Owner acknowledges that use of the ponds, lakes, marshes and other wetlands by any Owner, for any purpose, is not warranted or guaranteed. Furthermore, the owner of the ponds, lakes, marshes and other wetlands, from time to time, shall have the right to promulgate rules and regulations regarding the use thereof. Notwithstanding the foregoing, for the safety and welfare of all Owners and other Persons present within the Property, Developer hereby grants the following uses in, and restricts and limits each Owner's right to use the ponds and lakes in accordance with this sub-subsection.

i. Access by Owners. All Owners shall have the right of access to ponds or lakes within the Property, if at all, from Common Docks (as defined below). No Owner, other than the Owner of the particular Lot abutting a pond or lake, shall have any rights of access to the portions of the Property lying between the rear property line of any such Lot and the shoreline of any pond or lake.

ii. Docks and Boats. No Owner, other than Developer or its successor in title the lakes, shall have the right to apply for a permit to maintain a dock, ramp, boat launch, or pier within any pond or lake, nor to launch any boats or other watercraft from any portion of their Lot abutting any pond or lake, except as expressly permitted by this Declaration. Docks shall be constructed only on "Lake Lucaya," within the Property, which more particularly referred to as Tract "J" on the plat of Lucaya Lake Club Phase 1A, as hereafter may be recorded in the Public Records, and only as permitted by this Section 7. Developer, the Association or the CDD may apply for one (1) or more specific dock permits, and/or a master dock permit, governing the use, location and/or number of docks that may be constructed on Lake Lucaya (as applicable, a "**Dock Permit**"). Pursuant to the applicable Dock Permit: (A) Developer, the Association or the CDD, shall have the right to maintain one (1) or more common docks, ramps, boat launches or piers within Lake Lucaya to provide limited recreational access to Lake Lucaya by all Owners (herein referred to as "**Common Docks**"); (B) Developer, or the Design Review Committee, shall have the right (without obligation) to permit any Owner of a Lot abutting Lake Lucaya, to construct a dock adjacent to his or her Lot, subject to the requirements and limitations of the Design Review Guidelines, the Associations Rules or any Dock Permit. Any Common Docks shall be maintained either as Common Areas of the Association or property of the CDD, and such maintenance entity may promulgate rules and regulations, including signage, for use of the Common Docks, uses within Lake Lucaya, and personal docks and watercraft therein (herein referred to as the "**Lake Rules**," and which, in the case of the Association, may or may not be incorporated into the Association's Rules or the Design Review Guidelines, in whole or in part). In any event, the following general rules and regulations shall apply to all Owners' use of the ponds, lakes and any Common Docks located within the Property:

- (1) no use of Lake Lucaya or Common Docks will be allowed between sunset and sunrise for any purpose other than recreational fishing by Owners from designated fishing areas only, and no fishing shall be permitted from a canoe or kayak;

- (2) diving shall be prohibited from any Common Dock;
- (3) Except for any approved personal watercraft of the Owner of a Lot abutting Lake Lucaya, which may include motorized ski boats (but no jet skis or wave-runners), subject to the Lake Guidelines, Owners of Lots that do not abut Lake Lucaya may only launch canoes or kayaks from Common Docks, subject to applicable Lake Rules, and no type of watercraft shall be stored by any Person on the shore of any pond or lake, or on any Common Dock.
- (4) Owners of Lots abutting Lake Lucaya may be permitted to install a personal dock in Lake Lucaya only in accordance with and subject to: (a) any applicable Dock Permit and any Lake Rules, (b) plans and specifications required and approved by the Design Review Committee, which may require the use, cost and expense of any such dock to be shared with the adjoining Lot Owner pursuant to the Lake Rules or the Design Review Guidelines, and applicable cost-sharing and/or easement agreements between adjoining Lot Owners sharing any personal dock.
- (5) Owners of Lots abutting a pond or lake shall not construct any seawall or retaining wall along the boundary of their Lot or the pond, lake, marsh or wetland unless expressly permitted by the Design Review Committee.
- (6) Owners of Lots abutting Lake Lucaya shall be required to register any personal watercraft maintained by such Owner with the Association or the CDD, as may be required by the Design Review Guidelines and/or the Lake Rules, and may be required to pay an annual registration fee in connection therewith, in accordance with the Design Review Guidelines and/or the Lake Rules, from time to time.

c. Drainage and Irrigation Uses. No Owner, except Developer, shall have the right to pump or otherwise remove any water from any part of the Surface Water Management System for irrigation or any other use; however, Developer or the CDD may do so in compliance with the SWFWMD regulations. Nothing other than stormwater or irrigation waters may be discharged into the Surface Water Management System. Notwithstanding any provision of this Declaration to the contrary, Developer reserves a perpetual easement and right to drain water into the Surface Water Management System in compliance with the SWFWMD Permit and to use the water within the Surface Water Management System for irrigation or any other use permitted pursuant to applicable governmental regulations and subject to obtaining appropriate permits therefor. Developer also reserves the right, subject to the SWFWMD Permit, to alter the Surface Water Management System from time to time to enhance the Surface Water Management Systems' operation and effectiveness, including dredging, reconstruction of banks, reconfiguration of shorelines, installation and removal of drainage facilities, and similar activities.

d. WARNING. ALL OWNERS, GUESTS, TENANTS, LICENSEES, INVITEES, AND ANY AND ALL OTHERS CONCERNED (COLLECTIVELY, "USERS"), ARE HEREBY NOTIFIED OF THE POTENTIAL DANGERS ASSOCIATED WITH THE PONDS, LAKES, MARSHES AND WETLANDS LOCATED WITHIN THE PROPERTY. ANY PONDS OR LAKES WITHIN THE PROPERTY ARE ARTIFICIAL AND MAY CONTAIN STEEP SLOPES, SHARP DROPS AND CHANGES IN DEPTH, UNRELIABLE EMBANKMENTS, AND/OR OTHER POTENTIAL HAZARDS OR DANGERS, INCLUDING, WITHOUT LIMITATION, ALLIGATORS, SNAKES AND OTHER WILDLIFE. ALL USERS ARE HEREBY FORMALLY NOTIFIED AND CAUTIONED OF THE POTENTIAL DANGERS ASSOCIATED WITH THE PONDS, LAKES, MARSHES AND WETLANDS. NEITHER THE DEVELOPER, NOR THE ASSOCIATION, THE CDD, OR ANY BUILDER, ASSUMES ANY RESPONSIBILITY AS TO ANY PERSONAL INJURY OR DEATH THAT MAY ARISE IN CONNECTION WITH ANY PONDS, LAKES, MARSHES OR WETLANDS. ALL USERS ASSUME ALL RISKS AND ANY LIABILITY ASSOCIATED WITH ANY PERSONAL INJURY OR DEATH THAT MAY ARISE IN CONNECTION WITH ANY PONDS, LAKES, MARSHES OR WETLANDS.

Each Owner, by acceptance of title to a Lot, is deemed to have assumed all risks and liability associated with residing adjacent to, or near, any pond, lake, marsh or wetland, and is hereby deemed to have agreed to hold harmless the Developer, the Association, the CDD, and any Builder from any claims associated with the ponds, lakes, marshes and wetlands within or adjacent to the Development, and to assume all risks and any liability associated with any personal injury or death that may arise in connection with the ponds, lakes, marshes and wetlands within or adjacent to the Development with respect to themselves, family members, invitees, licensees, social guests, lessees, or any others affiliated with the Owner. Any Person entering upon or near or otherwise using any pond, lake, marsh or wetland shall be responsible for his or her own personal safety and shall assume all risks of personal injury or death relating to such entry or use. In particular, parents or caretakers of minors, or others which may require adult supervision or assistance, should exercise caution in connection with the ponds, lakes, marshes and wetlands within or adjacent to the Development. Developer, the Association and the CDD, shall not in any way be a guardian or insurer of safety in connection with the presence, entry upon, or use of any ponds, lakes, marshes or wetlands within or adjacent to the Property or in the Development, and shall not be held liable or responsible for any personal injury or death, property damage, or any other loss due to, arising out of, or related to use thereof for any purpose.

Because of the potential dangers, no Owner or his or her family members, invitees, licensees, social guests, lessees, or any others affiliated with the Owner shall have any right to utilize the ponds, lakes, marshes or wetlands for any recreational purposes, including, without limitation, swimming, fishing, boating, docks, or otherwise, except as expressly authorized by this Declaration, the Design Review Guidelines, the Association's Rules, the Lake Rules, the SWFWMD Permit, and/or any applicable County requirements, and subject to any prohibitions promulgated under any of the foregoing rules and regulations.

e. Disclaimer. Neither Developer, nor the Association or the CDD, makes any warranties, representations or guaranties regarding the ponds, lakes, marshes and wetlands within or adjacent to the Development: (i) as to the use or fitness of the ponds, lakes, marshes or wetlands for a particular purpose, (ii) that the use of any ponds, lakes, marshes or wetlands may or may not be

restricted or prohibited in the future, (iii) as to the water quality of any ponds, lakes, marshes or wetlands, (iv) that pond, lake, marsh or wetland levels will be maintained at any particular level, or that the elevation of such waters will remain the same, (v) that the view from any Lots abutting any ponds, lakes or wetlands will be maintained, remain unchanged or unobstructed, or (vi) that Common Docks will be provided or maintained, or that any personal watercraft will be approved, for use in any ponds or lakes. Neither Developer, nor the Association or the CDD, makes any assurance or assumes any responsibility as to personal injury or death that may arise from residing adjacent to a pond, lake, marsh or wetland within or adjacent to the Development.

f. Amendment of this Section. Notwithstanding any provision to the contrary in this Declaration, except for an amendment by the Developer prior to Turnover, this Section 7 shall only be amended by the approval of at least two-thirds (2/3) of the votes of those Members who are Owners of Lots abutting Lake Lucaya, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum of the voting Members who are Owners of Lots abutting Lake Lucaya are present, and by Developer so long as Developer is a Member of the Association.

8. Conservation Areas. The Development includes Conservation Areas as designated on Plats or conservation easements recorded against the Conservation Areas, as required by governmental or quasi-governmental authorities having jurisdiction over the Development. Each Owner, by acceptance of title to a Lot, acknowledges that such Conservation Areas have been created in compliance with applicable Law to provide for the perpetual restriction and maintenance of such areas to promote habitat preservation and to protect environmental resources within the Development. All such Conservation Areas are intended to be owned in fee simple by the CDD, and maintained by the CDD. Each Owner, by acceptance of title to a Lot, acknowledges that the CDD is required to, and will conduct certain maintenance activities within the Conservation Areas from time to time, and each Owner agrees not to impede the same. Each Owner, by acceptance of title to a Lot, acknowledges and agrees that the Conservation Areas may be utilized only in such manner as permitted by the conservation easements established by the Plats, by separate conservation easements recorded against the Conservation Areas, by applicable Law, or as permitted by this Declaration, and for no other purposes. The Conservation Areas may not be utilized for development of any building sites and must, to the extent practicable, be left in their natural state. No Owner shall clear any Conservation Area, dump any materials into any Conservation Area, plant any nuisance or exotic species in or adjacent to any Conservation Area, or otherwise modify its natural state. The Conservation Areas may (without obligation) be integrated by the Developer or the CDD into the Development for use as natural conservation and/or passive park areas, and may be utilized for nature trail, bicycle, jogging, or other pedestrian trails, natural-resource-based community recreation areas, or other passive recreational purposes as may be determined appropriate by the Developer or the CDD. The Developer reserves the right to provide for road and access crossings through Conservation Areas, and to otherwise make use of the Conservation Areas as permitted by applicable Law. Each Owner shall utilize Conservation Areas only in such manner as may be permitted from time to time by the Developer or the CDD, and in no other manner and for no other purpose. The CDD is hereby granted perpetual easements, across each Lot which abuts a Conservation Area or any portion of the Property adjacent to a Conservation Area, for ingress and egress to such Conservation Areas for the purposes of exercising any right or performing any obligation provided in this Declaration, the SWFWMD Permit or applicable County requirements and criteria.

9. Fences and Walls.

a. General. Except as to items initially approved by the Developer, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Design Review Committee. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening. Chain link or other forms of wire fences shall not be permitted. In any event, no fences or walls will be permitted within any Conservation Areas or in a location that will prevent the Developer's, the CDD's or the Association's use, as applicable, of access easements granted in this Declaration, by recorded instrument, or on any Plat for the purpose of accessing the Conservation Areas, any portion of the Surface Water Management System, or any ponds, lakes, marshes or wetlands, whether part of the Surface Water Management System or otherwise.

b. Property Boundary Buffer. Without the prior written approval of the Developer (or the Association, after Turnover), the Property Boundary Buffer, as described in Article II, Section 8 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property.

c. Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and those granted or reserved in this Declaration. No fence, wall, or other improvement that interferes with exercise of these easement rights may be constructed, installed or maintained in these easement areas except by the Developer. Any improvements or landscaping located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by Developer, the Association, or the grantee of the easement.

10. Setback Lines. To assure that structures, driveways and other improvements will be located with regard to adjacent residences and the topography of each Lot and to preserve trees, the Developer shall have the right to approve the location of all structures and other improvements initially constructed on all Lots, subject to compliance with applicable zoning requirements, including the Zoning Ordinance.

11. Parking Restrictions and Garages.

a. Parking. No vehicle, boat, mobile home, or trailer may be parked, stored, or repaired anywhere within the Property except that functional passenger automobiles, vans, motorcycles, and non-commercial trucks of one (1) ton capacity or less (collectively "**Permitted Vehicles**") may be parked in the garage or driveway of the Residential Unit, or in any approved parking areas on the Lot. Boats, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Residential Unit, or other such other areas as may be expressly permitted pursuant to Section 7 above, if at all. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by Developer. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. Streets within the Property shall not be regularly used for parking. The Association may enforce the foregoing restrictions in any lawful manner, including the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this

subsection prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within forty-eight (48) hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this subsection.

b. Garages. All Residential Units must be constructed with a garage, which shall contain at least two (2) standard size parking places usable for parking vehicles, except for Residential Units, which are townhomes, which shall be permitted to be constructed with a garage that contains one (1) standard size parking place usable for parking a vehicle. All garages must have electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. No garage shall be permanently enclosed or converted to another use.

c. Driveways. All improved Lots shall have a paved driveway constructed of a material approved by the Developer as part of the plans and specifications for the Residential Unit.

12. Antenna Systems. No antennas, masts, towers, poles, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any Residential Unit or Lot, except that one satellite dish of one (1) meter or less may be installed, subject to reasonable Architectural Criteria established by the Developer and reviewed by the Design Review Committee regarding location and screening which do not unreasonably interfere with signal reception.

13. Occupancy and Leasing Restrictions.

a. Occupancy. Each of the Residential Units shall be occupied only by the Owner or lessee of a Residential Unit, members of their family, their servants and nonpaying social guests. Entire (but not portions of) Residential Units may be rented provided the occupancy is only by the lessee and the members of their family, servants and nonpaying social guests.

b. Lease Requirements. All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenants, the lease commencement date and the term. A copy of the fully executed lease shall be delivered by the Owner to the Secretary of the Association within five (5) days of the full execution of such lease. Rentals of less than twelve (12) months in duration, or the operation of a rooming house, hostel or hotel, shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are prohibited. The tenants who are occupying a Residential Unit pursuant to a written lease shall be permitted to use the Common Areas during the lease term, provided that (i) the tenants comply with any and all policies, and Rules of the Association, and (ii) the Owner assigns to such tenant and relinquishes Owner's right to use the Common Areas during the lease term. Sub-leasing is strictly prohibited, and the tenant under any lease must be the occupant of the Residential Unit.

c. Compliance. All tenants shall be subject to the terms and conditions of the Governing Documents and the rules and regulations promulgated thereunder as though such tenant were an Owner. Each Owner agrees to cause his or her lessee, and the occupants, or persons living with Owner or with his or her lessee to comply with the Governing Documents and the Rules. Each Owner is responsible and liable for all violations and losses caused by such tenants or occupants, notwithstanding the fact that the occupants of the Residential Unit are also fully liable for any violation of the documents and regulations. In the event that a lessee or occupant violates a provision of the

Governing Documents or the Rules, the Board shall have the power to bring legal proceedings against the lessee to recover sums due for damages or injunctive relief, or for any other remedy available at law or equity. The Owner will be jointly and severally liable with the tenant to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of the Property or to pay any claim for personal injury, death or damage to property caused by the act or omission of the tenant. Special Assessments may be levied against the Lot for such amounts.

14. Animals. No animals, livestock, or poultry shall be raised, bred, or kept anywhere within the Property, except that common household pets may be kept by the occupants of each Residential Unit, provided such pets are not kept, bred or maintained for any commercial purpose and provided further that such pets are neither dangerous nor a nuisance to the residents of the Property. "Common household pets" means dogs, cats, domestic birds, and fish. Dogs must be kept on a leash or within enclosed areas at all times. The Association, in its Rules, may establish a maximum number of pets that may be kept on a Lot.

15. Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuels, garbage or trash, which have been approved for installation pursuant to Section 2 or 4 above, must be located inside of Residential Units or within side or rear yards and must be screened from view from adjacent Lots and the adjacent streets. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within a Lot, except inside the Residential Unit, or in refuse containers concealed from view. All trash, garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Residential Units, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

16. Utilities. All potable water and sewage facilities and service to the Property shall be supplied by the public water supply and sewage system installed by the County or by the Developer as part of the Work. Except for wells installed by Developer, no well of any kind shall be dug or drilled on the Property, including wells used to provide irrigation for the landscaping located on Lots. No septic tank may be constructed on any Lot, and no wastewater may be discharged on the open ground or into any pond, lake, marsh or wetland. All electricity service lateral lines and installations on a Lot shall be located underground, and shall be installed and maintained in accordance with the specifications of the electric utility provider installing same. All Lots shall contain irrigation systems that are located entirely underground, and such system on each Lot must be maintained by the Lot Owner in good and operable condition and repair at all times, and in compliance with applicable County requirements. The irrigation systems for the Lots shall not draw upon water from creeks, streams, ponds, lakes, retention or detention areas, or other bodies of water within the Development. In the event and to the extent that a reclaimed or similar irrigation system is installed by Developer within the Property, then each Owner shall be required to use the same for irrigation in lieu of potable water.

17. Renewable Resource Devices. 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 in accordance with the reasonable standards adopted from time to time by the Design Review Committee and with such Committee's approval. Such devices may not be installed on the portion of the roof of a Residential Unit facing the street. The standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

18. Outdoor Drying of Laundry. Outdoor drying of laundry or other items must be done in areas that are completely screened from view from adjacent Lots and streets.

19. Signs, Banners, Flags and Mailboxes. No sign of any kind shall be placed in the Common Area except by or with the approval of the Developer or the Board. No sign of any kind shall be displayed to public view within any Lot, except (a) customary address signs; (b) a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent, which complies with the requirements of the Design Review Committee, and (c) a sign no more than one (1) square foot in size provided by a contractor for security services located within ten (10) feet of any entrance to the Residential Unit on such Lot. All signs permitted by this subsection must be approved by the Developer (as to initial construction or address signs) or the Design Review Committee. One (1) flag of the United States of America may be displayed on each Lot in accordance with the Rules or the Design Review Guidelines. No banners or other flags may be displayed on a Lot, except as permitted by the Design Review Committee. The size, design and color of all mailboxes and the supporting structures must be approved by the Developer or the Design Review Committee and must comply with United States Postal Service regulations. Developer or the Design Review Committee may establish a uniform type of mailbox and supporting structure (including size, design and color) for use within the Property or a specific Neighborhood, in which event only such uniform mailboxes shall be permitted within such portion of the Property. It is the responsibility of the Owner of each Lot to purchase and maintain its mailbox in an "as new" condition, and replace it as necessary with a mailbox approved by the Design Review Committee. The Design Review Guidelines may provide for the supporting structure of mailboxes on certain Lots to be shared by and between adjacent Lot Owners ("**Shared Mailboxes**"). Maintenance, repair and replacement of any Shared Mailboxes shall be the joint and several responsibility of the Owners of the Lots sharing any such Shared Mailboxes. Each such Owner, and both Owners jointly and severally, shall be liable and responsible if, in connection with any such Owner's use and maintenance of, or failure to maintain, the Shared Mailboxes, the Owners, or any one of them, damages the Shared Mailboxes. The applicable Owners of any Shared Mailboxes shall share equally in the cost of any maintenance, repair or replacement of the Shared Mailboxes. Each Owner grants to the Owner of the adjacent Lot an easement to use, maintain, repair and replace the Shared Mailboxes between them, if applicable. The Association shall have the right (without obligation) to maintain, repair or replace any mailboxes in the event the applicable Lot Owner(s) fail to do so, and to assess such Owner(s) for the cost thereof as a Specific Assessment.

20. Window Treatments and Air Conditioners. No reflective foil, reflective glass or other reflective material shall be installed or maintained on any windows of a Residential Unit. The portion of drapes, blinds, and other window coverings visible from the outside of the Residential Unit shall be a solid (non-patterned) color. No window air conditioning units shall be permitted. All exterior components of air conditioning units shall be screened from view from adjacent Lots and streets by approved fences, walls or shrubbery, which shall be installed to minimize noise from the air conditioning unit.

21. Security Alarms. Security alarms audible outside of the Residential Unit must be connected to a monitoring service that is able to shut-off the alarm, or the security alarm must automatically shut-off after not more than fifteen (15) minutes.

22. Obnoxious or Offensive Activity. No activity or use shall be allowed upon the Property which is a source of annoyance, embarrassment or discomfort to Owners or their tenants or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Residential Unit or the Common Area, and all laws and regulations of applicable governmental bodies shall be observed. The Property shall be used, enjoyed and occupied in such manner as not to cause or produce any of the following effects discernible outside any Residential Unit; noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication by other Owners.

23. General Prohibitions and Indemnity. No activity is permitted, nor shall any object or substance be kept, stored, or emitted, within the Property in violation of Law. Each Owner shall defend, indemnify, and hold the Association and other Owners harmless against all loss from damage or waste caused by such Owner, or by any occupant of such Owner's property. Notwithstanding the foregoing, or any other provision of the Declaration to the contrary, an Owner's liability to the Association for unintentional acts or omissions is limited to the available proceeds of any insurance maintained by such Owner or the Association if, at the time of such act or omission, such Owner or the Association has reasonably adequate insurance in force. Collection of such proceeds is at the Association's risk. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of any unintentional act or omission for which such Owner is responsible under this section.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS

1. Membership. Every Owner of a Lot is a Member of the Association and is entitled to one (1) membership for each Lot owned. Each membership is appurtenant to the Lot upon which it is based and is transferred automatically by conveyance of title to the Lot whereupon the membership of the previous Owner automatically terminates. No Person other than an Owner of a Lot may be a Member of the Association, and a membership in the Association may not be transferred or encumbered except by the transfer of title of the Lot to which it is appurtenant.

2. Classification. The Association has two (2) classes of voting membership:

a. Class A. So long as there is Class B membership, Class A Members are all Lot Owners except Developer. Class A Members are entitled to one (1) vote for each Lot owned by the Lot Owner, except as herein provided regarding the Developer. Upon Turnover, Class A Members are all Lot Owners, including Developer so long as Developer is an Owner.

b. Class B. The Class B Member is Developer who is entitled to three (3) votes for each Lot and proposed Lot owned by Developer within the Property. The provisions of Article VI of the Declaration exempting portions of the Property owned by the Developer from the Association's assessments do not affect the calculation of the Class B Member's voting rights under this subsection. Developer's Class B membership will be converted to Class A membership upon Turnover.

3. Turnover of Association Control. Developer shall have the right to elect or appoint all members of the Board, until such time as Members, other than Developer, are entitled to elect at least one (1) member of the Board in accordance with the Bylaws, provided the Members exercise such right. Thereafter, Developer shall be entitled to appoint or elect at least a majority of the Board until Turnover. Owners, other than Developer, shall be entitled to elect at least a majority of the members of the Board of Directors when the earlier of the following events occurs ("Turnover"):

a. Three (3) months after ninety percent (90%) of the parcels in all phases of the Development that will ultimately be operated by the Association have been conveyed to Owners, other than Developer or Builders; or

b. When Developer, in its discretion, so determines and declares it in an instrument recorded in the Public Records; or

c. The occurrence of any event described in Section 720.307(1), Florida Statutes, or any successor provision thereto, which causes transition of control of the Association.

Upon Turnover, the Owners, other than Developer, shall be obligated to assume control of the Association, subject to Developer's rights set forth in this Declaration and in the Bylaws, which continue beyond Turnover. Notwithstanding Turnover, Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development that will ultimately be operated by the Association. After Turnover, Developer may exercise the right to vote any Developer-owned voting interests in the same manner as any other Owner, except for purposes of reacquiring control of the Association or selecting the majority of the members of the Board of Directors.

4. Co-Ownership. If more than one Person holds the record title to any Lot, all such Persons are Members but only one (1) vote may be cast with respect to such Lot, and no fractional votes are permitted. Before any meeting at which a vote is to be taken, each co-owner must file the name of the authorized voting co-owner with the Secretary of the Association to be entitled to vote at any such meeting, unless such co-owners have filed a general voting authority with the Secretary applicable to all votes until rescinded. Notwithstanding the foregoing, if title to any Lot is held by husband and wife, either co-owner is entitled to cast the vote for such Lot unless and until a written voting authority is filed with the Association designating a voting co-owner. If title is held by a corporation, the secretary of the corporation shall file with the Association a certificate designating the authorized voting representative of the corporation, which shall be effective until rescinded by the corporation.

5. Inspection and Copying of Records. The official records of the Association shall be maintained, and shall be made available to Owners for inspection or photocopying, in accordance with the procedures and requirements of Section 720.303, Florida Statutes, and any changes thereto.

6. Extraordinary Action. Certain provisions of this Declaration, the Bylaws, or the Articles may provide the approval of a super-majority of the Members for certain actions. In addition, any such action shall require the written approval of the Developer for so long as the Developer is a Member of the Association.

7. Amplification. The Developer and/or Members of the Association shall elect (or appoint, as applicable) the Board of Directors of the Association, who shall manage the affairs of the Association as set forth herein and in the Bylaws. The Board of Directors shall appoint officers of the Association to administer the operation of the Association. The provisions of this Article are amplified by the Association's Articles and Bylaws, but no such amplification shall alter or amend substantially any of the rights or obligations of the Owners set forth in this Article. Developer intends that the provisions of this Declaration and the Articles and Bylaws be interpreted and enforced to avoid inconsistencies or conflicting results. If any such conflict necessarily results, however, Developer intends that the provisions of this Declaration shall control anything to the contrary in the Articles or Bylaws, and that the provisions of the Articles shall control anything to the contrary in the Bylaws.

8. Voting. Notwithstanding anything to the contrary in the Governing Documents, any provision in the Articles, the Bylaws or this Declaration requiring a vote of the Membership, shall be deemed to require the vote of Members in good standing who are entitled to vote.

ARTICLE V

RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

1. The Common Areas and Common Maintenance Areas.

a. General. Subject to the rights of the Developer and the Owners, as set forth in this Declaration, the Association has exclusive management and control of the Common Areas, and all of its improvements, fixtures, furnishings, equipment, and other related personal property. The Association shall maintain the Common Areas in a safe, clean, attractive, sanitary and serviceable condition, and in good order and repair. The Association's duties with respect to the Common Areas commence upon substantial completion of each facility, whether or not title has been conveyed to the Association, and include the management, operation, maintenance, repair, replacement, and renewal of all improvements, equipment, and tangible personal property installed in the Common Areas (including, without limitation, as part of the Work), and any replacements or additions thereto made in accordance with the provisions of the Governing Documents. The cost of maintaining, repairing, and replacing any Common Areas shall be a common expense of the Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration.

The Association shall maintain the Common Maintenance Areas designated as such by the Developer, the Association or this Declaration in a safe, clean, attractive, sanitary, and serviceable

condition, and in good order and repair. The Association's duties with respect to each Common Maintenance Area commences upon designation of same as a Common Maintenance Area, and includes the management, operation, maintenance, repair, replacement, and renewal of all improvements, equipment, and tangible personal property installed in the Common Maintenance Areas (including, without limitation, as part of the Work), and any replacements or additions thereto made in accordance with the provisions of the Governing Documents. The cost of maintaining, repairing or replacing any Common Maintenance Areas shall be a common expense of the Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration.

b. Roadways. Developer has the right to cause all roadways within the Property to be maintained as private roadways with gated access to the Development or dedicated to the County or the CDD for public use and maintenance by the County or the CDD, as applicable. Any private roadways and rights-of-way within the Property shall be conveyed to the Association as Common Areas. Subject to obtaining any necessary permits therefor, the Developer may (without obligation) construct and install gates, gatehouses, guardhouses, and/or associated systems and facilities as the Developer deems appropriate for the Development. The same shall be Common Areas to be maintained by and at the common expense of the Association. Any gates, gatehouses, guardhouses and/or associated systems and facilities so installed may be modified or removed, from time to time, as deemed appropriate by the Developer and, after Turnover by the Association, to the extent permitted by law or any applicable permits. Notwithstanding such private roadways and gated access (if any), each Owner, by acceptance of title to a Lot, acknowledges that County Police have the right and may regulate and monitor speeding on such roadways and that public and private utility providers and emergency vehicles will have access to the Development and the right to use such roadways pursuant to each Plat, this Declaration, and in accordance with all laws. If gates, gatehouses or guardhouses are installed, the Association may, at its election, establish time periods during which such gates, gatehouses or guardhouses will remain open or manned, as applicable.

c. Water Body and Wetland Maintenance. The CDD shall maintain the ponds, lakes, marshes and wetlands that are a part of the Surface Water Management System in accordance with applicable permits and governmental requirements, notwithstanding that a portion of any pond, lake, marsh or wetland may be located within one (1) or more Lots. Subject to the rights of the Developer, the County, the Association, and other governmental authorities, the CDD shall maintain the water quality in good condition and control the growth and removal of nuisance plants, fungi, waterfowl and animals within the ponds, lakes, marshes and wetlands. The provisions of this subsection do not supersede the provisions of Article VII hereof that require Owners of Lots bordering on or encompassing ponds, lakes, marshes or wetlands to maintain the shoreline thereof adjacent to their property. The CDD shall also maintain those portions of the Property designated by applicable permits as conservation tracts, stormwater management tracts or similar designations, in accordance with all permit requirements, rules, and regulations promulgated by all local, state and federal authorities having jurisdiction over the Property.

d. Surface Water Management System. The CDD shall operate and maintain the Surface Water Management System in accordance with the permits issued by the Florida Department of Environmental Protection, the SWFWMD, and the ACOE and all regulations or conditions applicable thereto, except to the extent of each Lot Owner's maintenance obligations under Article VII. Maintenance of the Surface Water Management System(s) shall mean the exercise of practices which

allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SWFWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as by prior written approval of the SWFWMD. All maintenance obligations of the Surface Water Management System of the Association, if any, shall be performed as ordered by the Board of Directors of the Association, and the cost of such maintenance incurred by the Association pursuant to this subsection, shall be a common expense of the Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration. Any modification of the Common Areas that would adversely affect the Surface Water Management System must have the prior written approval of the SWFWMD.

e. Landscaped and Grassed Areas.

i. Unless conveyed or dedicated to the County or the CDD, the Association shall maintain, repair and replace all landscaping and grassed areas: (A) within all private rights-of-way within the Property and related utility easement areas leading to the Property; (B) at entranceways within the Property; (C) on or about lift station sites or other utility parcels within the Property; (D) in areas designated on a Plat or the Master Plan as landscaped buffer zones or landscaped areas; and (E) which have been designated as Common Maintenance Areas by the Developer, except such portions of the aforesaid areas to be maintained by Lot Owners under the provisions of Article VII hereof. The foregoing shall include all sprinkler systems, pumps and other related improvements installed by Developer in such areas.

ii. For so long as Developer owns any of the ponds, lakes and ground wells within the Property, Developer grants to the Association a revocable license to use the water drawn from the ponds, lakes or ground wells within the Property and supplied to the Association for the purpose of irrigating the above described landscaped areas, subject to applicable permits and the rights of the Developer. The Developer shall have the sole right to allocate the usage of the water among itself, the Association and others.

f. Fences and Walls. The Association shall maintain any fences and walls designated as Common Maintenance Areas by the Developer or the Association, including, without limitation, any fences or walls installed by Developer or the Association within or adjacent to any lift station tract shown on a Plat, regardless of whether such tract is owned by the Association.

g. Signage. The Association shall maintain signage within the Property identifying the Development.

h. Street Lights. Developer or the County may (without obligation) establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (sometimes referred to in this Declaration as "MSTU/MSBU"), to provide for construction, operation or maintenance of street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration or the MSTU/MSBU, or by the applicable governmental authority. In such event, the costs incurred by the MSTU/MSBU may be billed directly to the Owners or to the Association for subsequent assessment to the Owners and Lots. Unless a MSTU/MSBU is established for the purpose of maintaining and paying for street lights within the rights-of-way within the Property, the Association shall either (i) maintain, repair and replace such street lights installed by Developer as

part of the Work, and pay the electric charges for same, or (ii) contract with the County for the installation, maintenance, repair and replacement of such street lights, and pay the electric charges for same, and in either of such events, all costs and expenses incurred by the Association in connection therewith shall be a common expense of the Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration.

i. Insurance. The Association shall keep any insurable improvements located on the Common Areas or Common Maintenance Areas if the improvements are owned by the Association and/or if the Association has responsibility for repair or replacement of same, including fixtures and personal property of the Association, insured to the maximum insurable replacement value, as determined by the Board of Directors. The insurance shall provide coverage against loss or damage by fire or other hazards covered by a standard extended coverage endorsement and such other risks as from time to time are customarily covered with respect to improvements similar in construction, location and use, including vandalism and malicious mischief, and flood and water damage, if the Common Areas are at any time located in a federally designated flood area and flood insurance is available under the National Flood Insurance Program. The Association shall carry public liability insurance in amounts and with coverage as determined by the Board of Directors, but not less than \$1,000,000.00 for bodily injury and property damage for any single occurrence. To the extent from time to time available, the Association's insurance must provide for waiver of subrogation by the Association's insurer against any Owner because of unintentional acts or omissions. The Association may also carry such other types of insurance as the Board may deem appropriate, with such insureds, deductibles provisions and coverage types and amounts as shall be determined by the Board. Premiums for insurance carried by the Association shall be a common expense of the Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration. The Association may self-insure against any risk.

2. Services.

a. General. The Association may obtain and pay for the services of any Person (including the Developer or an affiliated entity of Developer) to manage its affairs to the extent it deems advisable and may contract for such other personnel as the Association determines are necessary, convenient, or desirable for the proper operation of the Common Areas, the Common Maintenance Areas, or the performance of the Association's responsibilities hereunder, whether such personnel are furnished or employed directly by the Association or by any Person with whom it contracts. The Association may obtain and pay for legal and accounting services necessary, convenient, or desirable in connection with the operation of the Property or the enforcement of the Governing Documents or the Association's Rules.

b. Connected Community. The Association has the right (without obligation) to enter into agreements or to assume agreements with the providers of intranet, Internet, television and radio telecommunications, and/or security services for the Lots, the Common Areas and the Common Maintenance Areas within the Property. The Association also has the right (without obligation) to lease or otherwise allow the occupancy of portions of the Common Areas by such service providers for the installation of equipment and operation of such services with or without the payment of consideration. The cost of such services is deemed to be a common expense to be collected, and paid for by the Lot Owners, in the manner prescribed by this Declaration. Each Owner by acceptance of

title to a Lot, subject to the terms of the Declaration, shall be deemed to have acknowledged the benefits to his or her Lot derived from any such agreement and to pay all charges thereunder applicable to his or her Lot; provided however, the Association shall not be responsible or liable for the performance or non-performance of such service providers, but shall use reasonably diligent efforts to enforce adequate performance under such agreement for the benefit of the Owners. If a bulk service contract is entered into, then the provision of additional premium cable services to each Lot shall be determined by each individual Owner, and the cost of such additional premium cable services shall be borne directly by such individual Owner. If any cable television service contract entered into does not provide for bulk services, then the scope and cost for cable services to be provided to each Lot shall be determined by each individual Owner, and the cost thereof shall be borne directly by such individual Owner. Further, to the extent that any easements for the installation and maintenance of cable television facilities are required over any Lot to provide cable television service to the Residential Unit to be constructed on such Lot, then the Builder of such Lot shall grant to the cable television service provider with whom the Developer or the Association has entered into a written agreement any such easements as are reasonably required by such cable television provider.

3. Rules. The Association has the right (without obligation) from time to time to adopt, alter, amend, rescind, and enforce reasonable Rules governing the use of the Property including, without limitation, the Lots, the Residential Units and the Common Areas, so long as such Rules are consistent with the rights and duties established by the Governing Documents. The validity of the Association's Rules and their enforcement shall be determined by a standard of reasonableness for the purpose of protecting the value and desirability of the Property as a residential community. The Rules shall be promulgated, and may be amended from time to time, by a majority vote of the Board of Directors. For so long as Developer owns any portion of the Property, no regulation, decision, amendment or other action that reasonably may have the effect of waiving, lessening, or otherwise interfering with the scope or enforcement of any Rules or restriction imposed on the Property by this Declaration will be valid without the prior written approval of the Developer. No Owner or other Person occupying any portion of the Property, or any invitee, shall violate the Association's Rules for the use of the Property and at all times shall do all things reasonably necessary to comply with the Rules. Wherever any provisions of this Article prohibit any activity, condition, or structure within the Property except as permitted by the Association's Rules, such restriction or prohibition is self-executing unless and until the Association issues Rules expressly permitting the same.

4. Implied Rights. The Association may exercise any right, power, or privilege given to it expressly by the Governing Documents and every other right, power, or privilege so granted or reasonably necessary, convenient, or desirable to effectuate the exercise of any right, power, or privilege so granted.

5. Access by Association. The Association has a right of entry on to all portions of the Property to the extent reasonably necessary to exercise any right granted or to discharge any duty imposed by the Governing Documents, or for any other purpose reasonably related to the Association's performance of any duty imposed, or exercise of any right granted, by the Governing Documents. Such right of entry must be exercised in a peaceful and reasonable manner at reasonable times and upon reasonable notice whenever circumstances permit, except in the event of an emergency and only then to the extent necessary to prevent personal injury or property damage. No Owner shall withhold consent arbitrarily to entry by the Association for the purpose of discharging any duty or right if such

entry is upon reasonable notice, at a reasonable time, and in a peaceful and reasonable manner. The Association's right of entry may be exercised by its agents, employees, contractors, and managers.

6. Maintenance Reserves. The Board may annually prepare a maintenance reserve budget which shall take into account the number and nature of replaceable assets, the useful life of each asset and the anticipated repair and replacement cost. If a maintenance reserve budget is established, the Board shall set the required maintenance reserve contribution, in an amount sufficient to permit meeting the projected needs of the Association, as shown on the maintenance reserve budget, with respect both to amount and timing of Annual Maintenance Assessments over the period of the budget. Any maintenance reserve contribution required shall be fixed by the Board and included within and distributed with the budget, as provided in Article VI, Section 3 of this Declaration.

IF MAINTENANCE RESERVES ARE ESTABLISHED, DEVELOPER SHALL BE UNDER NO OBLIGATION TO FUND OR PAY THE MAINTENANCE RESERVE CONTRIBUTIONS. NOTHING IN THIS SECTION OR THIS DECLARATION SHALL REQUIRE THE ASSOCIATION TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF MAINTENANCE RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTED WILL BE SUFFICIENT FOR CAPITAL REPLACEMENTS OR REPAIRS.

ARTICLE VI

COVENANTS FOR ASSESSMENTS

1. Creation of the Lien and Personal Obligation for the Assessments. Each Owner of a Lot by acceptance of title to such Lot, whether or not it shall be so expressed in any deed or other conveyance, including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association any assessments and other charges established and levied pursuant to the terms of this Declaration, including, without limitation, the Annual Maintenance Assessment, the Start-Up Assessment, the Working Capital Assessment and any Neighborhood Assessment, as applicable. Assessments shall be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the date due, at the highest lawful rate and costs of collection thereof, including reasonable attorneys' fees, shall be the personal obligation of the Owner of the Lot at the time the assessment was made. In addition, the assessments against Lots shall be secured by a lien in favor of the Association as set forth herein. No Owner of a Lot may waive, avoid or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or common services, or abandonment of his or her Lot.

2. Exempt Property. The following property shall be exempt from the assessments, charges and liens created herein: (a) Common Areas; (b) lands owned by Developer which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (c) lands dedicated to the County, the CDD, or other governmental authority, any utility company or the public; (d) Lots owned by Developer prior to Turnover; provided Developer has elected to assume the obligation to pay any operating expenses incurred by the Association that exceed the assessments receivable from other Members and other income of the Association; and (e) Lots owned by any designated Builders which are intended to be sold to homebuyers ("**Builder Lots**"), during the period of time that

Developer is exempt from payment of assessments pursuant to subsection (d) of this Section 2. No other land or improvements in the Property shall be exempt from these assessments, charges or liens. No Owner may waive, avoid or otherwise escape liability for the assessments by non-use of the Common Areas or common services, or abandonment of his or her Lot.

3. Annual Maintenance Assessments.

a. General. The Annual Maintenance Assessments levied by the Association must be used exclusively to promote the recreation, health, safety, and welfare of the Lot Owners, residents, and occupants of the Property, and for the operation, management, maintenance, repair, renewal and replacement of the Common Areas and the Common Maintenance Areas (including maintenance of adequate reserves), the payment of any cost sharing, lease, or other agreements to which the Association is a party, and for the performance of the Association's duties under the Governing Documents. The Annual Maintenance Assessment does not include the Neighborhood Assessment, if applicable. The Annual Maintenance Assessment shall be used to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Governing Documents and pursuant to Law, including the maintenance of adequate maintenance reserve accounts.

b. Amount. The Developer shall establish the initial Annual Maintenance Assessment in effect upon the recording of this Declaration. At least sixty (60) days prior to the end of each fiscal year, commencing with the fiscal year beginning January 1 immediately following the recording date of this Declaration, the Board shall prepare a budget of the estimated common expenses of the Association for the following fiscal year, which may include (without limitation), insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, and capital improvement budget items approved by the Board. The Board shall establish the amount of the Annual Maintenance Assessment for the following fiscal year to meet the projected financial needs of the Association as set forth in the budget for said fiscal year. The Board shall send a copy of the applicable budget, together with notice of the amount of the Annual Maintenance Assessments to be levied pursuant to such budget, to each Lot Owner at least thirty (30) days before the fiscal year begins. The Board shall determine the date of commencement, the amount of the assessments, and any payment schedule for each fiscal year. Unless later changed by the Board of Directors, the Annual Maintenance Assessments shall be paid in advance in four (4) equal quarterly installments. The Board of Directors' determination as to the amount of the Annual Maintenance Assessment and manner of collection shall be dispositive; provided, however, that the Annual Maintenance Assessment may not be increased by more than fifteen percent (15%) above the Annual Maintenance Assessment for the previous year unless approved by at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present. If the Board fails for any reason to determine a budget for any fiscal year, or if the increase in any Annual Maintenance Assessment in excess of fifteen percent (15%) above the previous year is not approved as required above, then the budget and assessments most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust assessments subject to the same requirements set forth above for the initial adoption of each annual budget. The Board shall prepare or cause to be prepared a roster of the Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member during normal business hours in accordance with Section 720.303, Florida Statutes.

c. Commencement of Annual Maintenance Assessment. The Annual Maintenance Assessment begins to accrue as to all Lots within the Property, excluding any portion of the Property expressly exempted in this Article, on the first day of the month following conveyance of the first Lot to an Owner other than Developer or a Builder. If the operation of this Declaration is extended to Additional Property, as provided herein, then the Annual Maintenance Assessment begins to accrue against all Lots within such Additional Property, excluding any portion of the Property expressly exempted by this Article, on the first day of the first month following the recording in the Public Records of a supplement or amendment to this Declaration extending the operation of the Declaration to such Additional Property. The first Annual Maintenance Assessment against all Lots shall be prorated according to the number of months then remaining in the fiscal year. The first Annual Maintenance Assessment against any parcel shall be prorated according to the number of months then remaining in the fiscal year.

4. Start-Up Assessment. At the closing of the sale of each Lot within the Property by a Builder to the first homebuyer of any Residential Unit, the homebuyer shall pay to the Association an initial contribution in the amount of \$250.00 (the "Start-Up Assessment"). After the one time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of such Lot shall not be required to pay the Start-Up Assessment. The Start-Up Assessment shall be in addition to, not in lieu of, the Annual Maintenance Assessment, Working Capital Assessment, any Neighborhood Assessment, Special Assessment or Specific Assessment, levied on the Residential Unit, and shall not be considered an advance payment of such assessments. The Developer shall have no obligation to fund or pay the Start-Up Assessment. Start-Up Assessments may be used by the Association to fund initial start-up expenses and all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Governing Documents and pursuant to Law expenses, including, without limitation, the maintenance of reserve accounts, and ongoing operating expenses and other expenses incurred by the Association, whether incurred prior to or after Turnover.

5. Working Capital Assessment. At the closing of each resale of each Lot in the Property by an Owner, other than a Builder, to a homebuyer, the homebuyer shall pay to the Association a working capital contribution in an amount equal to three (3) months of the Annual Maintenance Assessment then in effect (the "Working Capital Assessment"). The Working Capital Assessment shall be in addition to, not in lieu of, the Annual Maintenance Assessment, Start-Up Assessment, any Neighborhood Assessment, Special Assessment or Specific Assessment, levied on the Residential Unit, and shall not be considered an advance payment of such assessments. The Developer shall have no obligation to fund or pay the Working Capital Assessment. The Working Capital Assessment may be used by the Association to fund all general activities and expenses of the Association incurred in the administration of the powers and duties granted under the Governing Documents and pursuant to Law, including, without limitation, the maintenance of reserve accounts, and ongoing operating expenses and other expenses incurred by the Association, whether incurred prior to or after Turnover.

6. Special Assessments. The Association may levy special assessments in accordance with this section, payable in one or more installments, for the purpose of defraying, in whole or in part, any expense that is not reasonably expected to be incurred on a regular basis, including the cost of any purchase of additional real property for the use and benefit of Owners, or construction, reconstruction, renewal, repair, or replacement of a capital improvement upon the Common Areas or Common Maintenance Areas ("Special Assessments"). Prior to Turnover, any Special Assessment shall require

approval by the Developer, and at least a majority of the Members, other than Developer, present in person or by proxy, at a special meeting duly convened for such purpose, at which a quorum is present. After Turnover, any Special Assessment shall require approval by a majority of the votes of the Members, present in person or by proxy, at a duly convened special meeting of the Members, at which a quorum is present.

7. Property Taxes. The Association shall timely pay all real estate taxes, special assessments and other taxes, if any, levied on the Common Areas, and shall assess each Lot Owner for his or her proportionate amount thereof (in the same proportion as Annual Maintenance Assessments are assessed). At the Board's discretion, such assessment may be payable in a lump sum within thirty (30) days after notice or all or any portion thereof may be assessed as a part of the Annual Maintenance Assessment described above. Each year the Board shall determine after receiving notice of the amount of taxes due, whether such assessment shall be levied, and its amount.

8. Specific Assessments. Any indebtedness of an Owner to the Association arising under any provision of the Governing Documents may be assessed by the Association against the Owner's Lot and enforced as an assessment (a "Specific Assessment"), including, without limitation, any indemnity obligation, or any obligation by contract express or implied, and any financial obligation arising because of any act or omission of the Owner or any occupant of such Owner's Lot, including costs and expenses incurred by the Association by reason of any Owner's failure to properly maintain the exterior of his or her Lot and Residential Unit as herein provided.

9. Uniformity of Assessments. The Annual Maintenance Assessment and any Special Assessments assessed against all Lots within the Property shall be assessed uniformly in the amount determined in accordance with this Article VI, except as to any Lots owned by Developer and any Builder Lots during the period such Lots are exempt from assessments as provided in Section 2(d) of this Article VI. During the period of time that Developer is exempt from payment of assessments pursuant to Section 2(d) of this Article VI, Developer shall be obligated to fund such deficits only as they are actually incurred by the Association, and Developer shall be under no obligation to fund or pay any reserves. From and after Turnover, or prior to Turnover in the event that Developer elects not to be exempt from assessments pursuant to Section 2(d) of this Article VI (provided, in any event, Developer shall have no obligation to fund or pay the assessments described in Sections 4 and 5 of this Article VI), Developer and Builders shall pay the Annual Maintenance Assessment amount attributable to any Lots then owned by Developer or Builders, as applicable. This provision is not and shall not be construed as a guaranty or representation as to the level of assessments imposed under the provisions of this Article.

10. Neighborhood Assessments. In addition to the Annual Maintenance Assessments, it shall be the duty of the Board annually to prepare a separate budget covering the estimated expenses to be incurred by the Association for each Neighborhood on whose behalf such expenses are expected to be incurred during the coming year at least sixty (60) days prior to the beginning of each fiscal year. The Board shall be entitled to set such budget only to the extent that this Declaration, a Neighborhood Supplement or written agreement specifically authorizes the Board to assess certain costs as a Neighborhood Assessment, or if the Owners of Lots in such Neighborhood authorize same by a majority of the votes of the Members who are Owners of Lots in such Neighborhood, present in person or by proxy, at a meeting of the Members who are Owners of Lots in such Neighborhood, at which a

quorum is present. Such budget may include a start-up working capital assessment and/or a capital contribution establishing a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. Except for any portion of the Property exempted from assessments pursuant to Section 3 above, expenses incurred for the benefit of a particular Neighborhood shall be allocated equally among all Lots within the Neighborhood(s) benefited thereby and shall be levied as a Neighborhood Assessment irrespective of the benefit as to any particular Lot. The Board shall cause a copy of such budget, and notice of the amount of the Neighborhood Assessment to be levied on each Lot for the coming year, to be delivered to each Owner of a Lot in the benefited Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year. Such budget and assessment shall become effective upon adoption by the Board. In addition to Neighborhood Assessments based on the budget of expenses on behalf of a Neighborhood, the Board may levy Neighborhood Assessments to cover unanticipated or unbudgeted expenses benefiting the Neighborhood.

In the event the Board fails for any reason to determine the Neighborhood budget for any year, then and until such time as a Neighborhood budget shall have been determined as provided herein, the Neighborhood budget in effect for the immediately preceding year shall continue for the current year; provided, however, that upon the adoption of a new Neighborhood budget, the same shall be deemed retroactive to the beginning of the then current Neighborhood budget year and each affected Owner in the Neighborhood shall pay the increase, if any, in such Neighborhood Assessment from the beginning of the year at the time the next quarterly Neighborhood Assessment installment is due.

11. Certificate of Payment. The Association or any management company engaged by the Association to handle the day-to-day operations of the Association, shall furnish to any interested Person a certificate signed by an officer of the Association, or representative of the management company, setting forth whether assessments against specific lands have been paid and, if not, its unpaid balance. To defray its costs, the Association may impose a reasonable, uniform charge for issuing such certificates. A properly executed certificate of the Association or the management company, as applicable, as to the status of assessments is binding on the Association as of the date of issuance.

12. Lien for Assessments. All sums assessed to any Lot, together with interest, late charges, and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien against such Lot which is hereby reserved for the benefit of the Association and which shall be enforceable through appropriate legal proceedings.

13. Remedies of the Association.

a. Personal Obligation. Any assessment not paid within thirty (30) days after its due date shall be delinquent and shall bear interest from the due date, at the rate established from time to time by the Board of Directors, not to exceed the maximum lawful rate from time to time permitted under the laws of the State of Florida. The Board of Directors shall also have the right to impose a late fee against any Owner who is more than fifteen (15) days delinquent in the payment of any assessment, in an amount determined by the Board not to exceed the greater of (i) twenty five dollars (\$25.00), or (ii) five percent (5%) of the amount past due. The Association may bring an action at law against any Owner personally obligated to pay such assessment and/or may foreclose the lien against the Lot and any Residential Unit located thereon in accordance with subsection c. below. No Owner may waive, avoid or otherwise escape liability for the assessments provided for herein by non-use of the Common

Areas or common services, or abandonment of his or her Lot, or for any other reason except as determined by a court of competent jurisdiction. A suit to recover a money judgment for unpaid assessments may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien, or its priority.

b. Lien for Assessments. When any sums assessed to any Lot are delinquent, the Association may record a claim of lien against such Lot signed by an officer of the Association, in accordance with and subject to the provisions of Section 720.3085, Florida Statutes, or any successor provision. Each such assessment, together with interest, late charges, and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the Person who was the Owner of such Lot when the assessment fell due. The personal obligation for delinquent assessments does not pass to an Owner's successors in title, however, unless assumed expressly in writing.

c. Foreclosure. The Association's lien against Lots may be enforced by judicial foreclosure by the Association in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the Owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees, and any assessments against his or her property that become due during the period of foreclosure. All such costs and expenses and assessments are secured by the lien foreclosed. The Association has the right to bid at the legal sale to acquire the property foreclosed, or to acquire such property by deed or other proceeding or conveyance in lieu of foreclosure, and thereafter to hold, convey, lease, encumber, and otherwise deal with such property as an owner, but for purposes of resale only.

14. Homesteads. By acceptance of title to a Lot, the Owner of each Lot is deemed to acknowledge that the assessments established by this Article are for the direct benefit of any homestead thereon and that the Association's lien has priority over any such homestead.

15. Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. Sale or transfer of any portion of the Property does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage. Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures. No such sale or transfer relieves such portion of the Property from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee any assessments remaining unpaid for more than thirty (30) days and shall give such First Mortgagee thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the portion of the Property encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

16. Community Development District. The CDD was established for the purposes of financing certain Common Areas, community infrastructure, improvements and facilities, and/or the Surface Water Management System. In connection with the establishment of the CDD, assessments and fees may be assessed against the Lots or Common Areas, in addition to those created by this Declaration and levied by the Association. Each Owner shall pay to the CDD, or its designated representative, any assessments levied by the CDD. In addition to any other rights that the Developer may have pursuant to this Declaration, Developer shall have the right to convey or grant easements over any Common Area to the CDD or to subject the Property, or any portion thereof, to the documents establishing the CDD. Further, the Association has the right to enter into easements or agreements with the CDD with respect to the maintenance of any portion of the Property, or improvements constructed thereon or thereunder, in which the CDD has an interest.

ARTICLE VII

OBLIGATIONS OF OWNERS

1. Maintenance. In addition to any other express maintenance obligation of the Owners under this Declaration, each Owner at such Owner's expense, shall maintain in good order and repair and keep in a safe, clean, attractive and sanitary condition, all portions of his or her Lot, and the improvements located thereon, or adjacent thereto to the extent of the Property Boundary Buffer. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's Lot boundary and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation, edging, replacement of street trees, and repair and replacement of sidewalks abutting such Owner's Lot. Each Owner of a Lot abutting a pond, lake, marsh or wetland, shall have the following obligations with respect to the shoreline of the pond, lake, marsh or wetland, from the rear boundary of such Owner's Lot to the water line of such pond, lake marsh or wetland, as applicable: (i) to clean and keep such area free of litter and debris, (ii) to exercise and maintain appropriate erosion control methods (including rip-rap and plantings, if necessary, or as required by the SWFWMD Permit, the Association's Rules or the Design Review Guidelines, as applicable), and (iii) to maintain, irrigate, mow, weed, fertilize and conduct such other routine maintenance of the lawn, landscaping and landscape materials, in accordance with the SWFWMD Permit, the Rules of the Association or the Design Review Guidelines, as applicable, from time to time. If the area between the rear of an Owner's Lot and the water line of any pond, lake, marsh or wetland is required to be maintained in its natural condition with native plant material, then such Owner shall not plant any non-native landscaping or landscape materials in such area or remove or alter any native plant material from such area, unless permitted by the Design Review Committee, the SWFWMD Permit, and any applicable County requirements and criteria. All cleaning and maintenance by Owners of Lots abutting a pond, lake, marsh or wetland, required by this section, shall be conducted in accordance with and subject to the requirements and limitations set forth in the Design Review Guidelines, the Association's Rules, the SWFWMD Permit, and any applicable County requirements and criteria.

2. Casualty Damage. In the event of damage or destruction by fire or other casualty to the improvements on any portion of the Property, unless the improvements are completely destroyed, the Owner shall repair or rebuild such damaged or destroyed improvements in a good and workmanlike

manner, within a reasonable time not to exceed one year. In all cases, all debris must be removed and the parcel restored to an orderly condition as soon as possible, but not to exceed one hundred twenty (120) days after such damage or destruction.

ARTICLE VIII

ARCHITECTURAL CONTROL

1. Architectural Approval.

a. General. The Developer has reserved to itself and the Association, as provided in this Article, full authority to regulate the appearance of the exterior of the Lots and the Residential Units and all other structures and improvements constructed or installed in the Property to: (i) assure harmony of external design and location in relation to surrounding buildings and topography; (ii) protect and conserve the value and desirability of the Property as a residential community; (iii) maintain, to the extent reasonably practical, the exterior appearance of the improvements and landscaping located on the Property in substantially the same appearance and condition as existed at the completion of construction of the approved Residential Units, subject to normal wear and tear that cannot be avoided by normal maintenance; and (iv) maintain compatibility of external appearance among the improvements located on the Property. Except for all construction relating to the Work and items installed by Developer as part of the Work, the Developer's prior approval is required for any and all construction of any improvements of any nature whatsoever within the Property. The power to regulate includes the power to prohibit and require the removal (when constructed or modified without approval), of those exterior appearances, uses or activities inconsistent with the provisions of this Declaration, or contrary to the best interests of other Owners in maintaining the value and desirability of the Property as a residential community. The Developer, and following assignment to the Association pursuant to subsection b. below, the Association may adopt, rescind, and amend reasonable rules and regulations (the "**Architectural Criteria**") in connection with this subsection a., provided that such rules and regulations are consistent with the provisions of this Declaration.

b. Assignment to Association. The Developer hereby reserves the right of architectural approval of all initial Residential Units and related improvements on the Lots until the first to occur of: (i) completion of the initial Residential Unit on the last vacant Lot in the Property; or (ii) the effective date of an assignment of the architectural approval rights herein reserved from Developer to the Association. The Developer may assign, and the Association shall accept, all or some of the architectural approval rights herein reserved, as and when determined by Developer. The Developer shall not be required to assign such rights in advance of the time set forth in this subsection, notwithstanding Turnover.

c. Design Review Committee. The Developer, or the Association following assignment to the Association pursuant to subsection b. above, shall appoint a standing committee identified as the Design Review Committee, composed of three (3) or more persons who need not be Owners to review and approve or deny all initial or new improvements on any Lots and all alterations, additions, renovations or reconstruction of any improvements on a Lot previously approved by the Developer. The Design Review Committee does not have the authority to approve matters contrary to the provisions of this Declaration or the Architectural Criteria or to approve matters disapproved by the

Developer. Refusal to approve any new improvements or any alterations, additions or other modifications may be based on any grounds, including purely aesthetic ones, which in the sole discretion of the Design Review Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that temporary lights, flags and other decorations, customary for holidays, shall not require approval hereunder (but may be regulated as to quantity, nature, hours of operation, and how long they may remain in place pursuant to the Rules or the Design Review Guidelines). Because each situation is unique, in approving or disapproving requests submitted to it hereunder the Design Review Committee may vary its standards among the various portions of the Property to reflect differing characteristics. Accordingly, approval or disapproval of a request pertaining to one Lot shall not serve as precedent for a similar request from an Owner of another Lot where there are relevant characteristics distinguishing one from the other.

d. Miscellaneous. The Developer, or the Association (following assignment to the Association pursuant to subsection b. above), may establish fees to defray the costs associated with the architectural review process. No member of the Design Review Committee shall be entitled to compensation for services performed, except any professional advisor may be paid a reasonable fee approved by the Developer or the Board of Directors of the Association, plus any actual expenses incurred in the performance of their duties. All fees and an estimation of expenses shall be paid by the applicant for approval at the time the application is submitted as hereinafter provided.

2. Applications. All applications for architectural approval must be accompanied by detailed and complete plans and specifications, including a site plan showing existing trees, exterior elevations of structures, landscaping plan, floor plan, and samples of exterior finishes and colors, all of which shall be in such detail and shall contain such items as the Developer, the Association or the Design Review Committee, as applicable, shall reasonably require, and in accordance with the Design Review Guidelines. The Developer, the Association or the Design Review Committee, as applicable, shall respond to the applicant within thirty (30) days after receipt of the application either approving, disapproving for specific reasons, or requesting additional information. All approvals must be in writing. If, within thirty (30) days of receipt of any application for architectural approval, the Developer, the Association, or the Design Review Committee, as applicable, has not responded in writing to the applicant, then the subject application shall be deemed disapproved.

3. Limited Liability. In connection with all reviews, acceptances, inspections, permissions, consents or required approvals by or from the Developer or the Association or the Design Review Committee, neither the Developer, nor the Association, the Board of Directors, the Professional Advisor or members of the Design Review Committee, shall be liable to an Owner or to any other Person on account of any claim, liability, damage or expense suffered or incurred by or threatened against an Owner or such other Person arising out of or in any way related to the subject matter of any such reviews, inspections, consents or required approvals, whether granted or denied. Architectural approvals shall not be deemed to be a representation or opinion as to compliance with applicable zoning and building code requirements, or that the proposed improvements have been properly designed or constructed or that they are fit for their intended purpose.

ARTICLE IX

AMENDMENTS

1. By Developer. Prior to Turnover, Developer shall have the right to unilaterally amend this Declaration for any purpose, except as prohibited by applicable Law. Any amendment made by Developer pursuant to this section shall not require the joinder or consent of any Owner, the Association, the holder of any Mortgage, lien or other encumbrance affecting the Property, or any other Person.

2. By Association. This Declaration may be amended by the Association, from time to time, with the approval of at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present; provided, that prior to Turnover, any amendment of this Declaration by the Association shall require the prior written consent of Developer.

3. Relating to Surface Water Management System. Any amendment to this Declaration which affects the Surface Water Management System shall require the prior written approval of the SWFWMD.

4. Validity of Amendments. No amendment may remove, revoke, or modify any right or privilege of the Developer without the written consent of the Developer (or the assignee of any right or privilege of Developer affected by such amendment). If an Owner consents to any amendment to this Declaration, the Articles or the Bylaws, it will be conclusively presumed that such Owner has the authority to consent, and no contrary provision in any mortgage or contract between the Owner and a third party will affect the validity of such amendment. Any amendment to this Declaration will become effective upon recording unless a later effective date is specified in the amendment. A copy of any amendment to this Declaration shall be provided to the Owners within thirty (30) days after recording. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

5. Mortgagee Consent. Except to the extent specifically required by Section 720.306(1)(d)1, Florida Statutes, amendments to this Declaration shall not require the consent of any Mortgagee, and all amendments shall be valid against all Mortgagees regardless of their consent. Any Mortgagee that receives written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Board does not receive a written response from the Mortgagee within sixty (60) days of the date of the Board's request, provided such request is delivered to the Mortgagee in a manner permitted under Section 720.306(4), Florida Statutes.

ARTICLE X

COMPLIANCE AND ENFORCEMENT

1. Compliance. Every Owner, occupant, and visitor to a Lot shall comply with the Governing Documents and the Rules, and shall be subject to sanctions for violations as described in this Article. In addition, each Owner shall be responsible for, and may be sanctioned for, all violations of the Governing Documents or Rules, whether by such Owner or the occupants or visitors to such

Owner's Lot, and for any damage to the Common Areas or Common Maintenance Areas that such Owner, its occupants or visitors may cause.

2. Enforcement; Remedies for Non-Compliance. The Developer, the Association, and any affected Owner shall have the right to enforce the Governing Documents and the Rules by any appropriate proceeding at law or in equity. In addition, the Board may impose sanctions for violation of the Governing Documents or Rules, including, without limitation, those listed below and any others described elsewhere in the Governing Documents, the Rules, or applicable Law.

a. Sanctions Requiring Prior Notice and Hearing. After written notice and an opportunity for a hearing in accordance with procedures adopted by the Board, pursuant to Article V Section 2(c) of the Bylaws, the Board may:

i. impose reasonable monetary fines, not to exceed \$100.00 for a single violation or \$100.00 per day in the case of a continuing violation; provided, in the case of a continuing violation, only a single notice and opportunity for hearing is required. The Board may adopt a schedule of fines establishing a range of fines for particular types of violations, which range may vary depending on the nature of the violation. There is no limit on the aggregate amount of any fine for a continuing violation;

ii. suspend the right of any Owner and occupants of a Lot to use any Common Area (other than as required to provide vehicular and pedestrian access and utilities to the Lot which they own or occupy) for a reasonable period of time;

iii. suspend services the Association provides to the Lot if the Owner is more than ninety (90) days delinquent in paying any assessment or other charge owed the Association, which suspension may continue until such assessments or other charges have been paid in full; provided, nothing herein shall authorize the Board to suspend essential utilities (*i.e.*, electricity, natural gas, or water);

iv. exercise self-help or take action to abate any violation of the Governing Documents or Rules in a non-emergency situation (including removing personal property that violates the Governing Documents or Rules), except as to Common Areas as to which Section 2.b.ii. below shall control;

v. without liability to any Person, preclude any contractor, subcontractor, agent, employee, or other invitee of an Owner who causes damage to any property within the Property owned by others, or fails to comply with the terms and provisions of Article VIII and the Design Review Guidelines, from continuing or performing any further activities in the Property;

vi. levy Specific Assessments to cover costs the Association incurs in bringing a Lot into compliance with the requirements of the Governing Documents or Rules, or in repairing damage to any portion of the Common Area or Common Maintenance Area resulting from actions of any Owner or occupant of a Lot, their contractors, subcontractors, agents, employees, visitors or invitees; and

vii. record a notice of violation with respect to any Lot on which a violation exists.

If, after notice and an opportunity for a hearing, the violation continues or recurs within twelve (12) months after the date of such notice, the Board may impose any of the above sanctions without further notice or opportunity for another hearing.

b. Other Sanctions. The Board may take the following actions to obtain compliance with the Governing Documents or Rules without prior notice or a hearing, provided they are approved at a properly noticed Board meeting and, upon approval, the Owner (and occupant, if applicable) is notified by mail or hand delivery:

i. suspend the vote allocated to any Lot if the Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Association pursuant to Article VI, which suspension may continue until all of such Owner's monetary obligations to the Association are paid in full;

ii. suspend the right of any Owners and occupants of a Lot to use any Common Area (other than as required to provide vehicular and pedestrian access and utilities to the Lot which they own or occupy) if the Owner is more than ninety (90) days delinquent in paying any monetary obligation to the Association, which suspension may continue until all of such Owner's monetary obligations to the Association are paid in full;

iii. exercise self-help or take action to abate a violation on a Lot in any situation that requires prompt action to avoid potential injury or damage or unreasonable inconvenience to other persons or their property (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations);

iv. exercise self-help or take action to abate a violation on the Common Area under any circumstances;

v. require an Owner, at its own expense, to perform maintenance or to remove any structure or improvement on such Owner's Lot that is in violation of any requirements of the Governing Documents or Rules and to restore the property to its previous condition;

vi. enter the property and exercise self-help to remove or cure a violating condition if an Owner fails to take action pursuant to subsection 2.b.v. above within ten (10) days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

vii. bring suit at law for monetary damages or in equity to stop or prevent any violation, or both.

3. The Developer's Right to Impose Sanctions. In the event that the Association fails or refuses to take action or impose sanctions under this Article after notice from the Developer of a violation of the Governing Documents or Rules, the Developer shall have the right to levy monetary fines on behalf of the Association after notice and hearing (if required) in the same manner as the Association under Section 2 above. In addition, the Developer may exercise self-help or take action to abate a violation or bring suit at law or in equity in the same manner as the Association under this Section 3.

4. Attorneys' Fees. In any action to enforce the Governing Documents or any Rules against any Owner, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorneys' fees and court costs, reasonably incurred in such action. Notwithstanding the foregoing, in no event may such costs and expenses be recovered against the Association or Developer, unless otherwise required by Law. If the Association (or Developer, on behalf of the Association) is the prevailing party against any Owner, such costs and expenses, including reasonable attorneys' fees, may be assessed against the Owner's Lot, as provided in Article VI.

5. No Waiver. Failure by the Developer, the Association or any Owner to enforce any covenant, condition or restriction contained herein, in the other Governing Documents or in the Rules, or any delay in such enforcement, will not constitute a waiver of the right to do so at any time, nor shall such failure to enforce or delay in enforcement create any liability for the Developer or the Association to any Owner or any other Person.

6. Enforcement by SWFWMD or ACOE. Notwithstanding any other provisions contained elsewhere in this Declaration, SWFWMD and the ACOE shall have the rights and powers enumerated in this section. SWFWMD and the ACOE shall have the right to enforce, by a proceeding at law or in equity (including, without limitation, bringing a civil action for injunction and/or penalties), the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water Management System and/or jurisdictional lands subject to the regulation of SWFWMD and/or the ACOE. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by SWFWMD and/or the ACOE, as applicable.

ARTICLE XI

GENERAL PROVISIONS

1. Term and Renewal. The provisions of this Declaration shall run with and be binding on the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless Members representing at least two-thirds (2/3) of the total votes of the Association elect not to reimpose this Declaration as evidenced by an instrument executed by such Owners and recorded in the Public Records during the six (6) month-period immediately preceding the beginning of any renewal period.

2. Interpretation. Unless the context expressly requires otherwise, the use of the singular includes the plural and vice versa; the use of one gender includes all genders; the use of the terms "including" or "include" is without limitation; and the use of the terms "will", "must", and "should" have the same effect as the use of the term "shall". Wherever any time period is measured in days, if any such time period expires on a Saturday, Sunday, or national bank holiday, it shall be extended to the next succeeding calendar day that is not a Saturday, Sunday, or national bank holiday. The terms "Lot" and "Property" mean all or any portion applicable to the context and include any and all improvements, fixtures, trees, vegetation and other property from time to time situated thereon, and the

benefit of all appurtenant easements. This Declaration shall be construed liberally in favor of the party seeking to enforce its provisions to effectuate its purpose of protecting and enhancing the value, marketability, and desirability of the Property by providing a common plan for the development and enjoyment thereof. Headings and other textual divisions are for indexing purposes only and are not to be used to interpret, construe, apply or enforce any substantive provisions. The provisions of this section apply to the interpretation, construction, application, and enforcement of all the Governing Documents.

3. Reservation of Right to Release Restrictions. Subject to applicable zoning requirements, in each instance where a structure has been erected, or the construction thereof is substantially advanced, in such a manner that some portion of the structure encroaches upon any set-back or easement area or the Common Area, or otherwise violates this Declaration, Developer reserves for itself the right to release the portion of the Property from the encroachment and to grant an exception to the requirements of this Declaration without the consent or joinder of any Person irrespective of who owns the affected lands, so long as Developer, in the exercise of its sole discretion, determines that the release or exception will not materially and adversely affect the health and safety of Owners, the value of adjacent Lots and the overall appearance of the Property. Upon granting of an exception to an Owner, the exception granted shall be binding upon all subsequent Owners of the affected Lots.

4. Rights of First Mortgagees. Any First Mortgagee and insurers or guarantors of First Mortgages have the following rights:

a. Inspection. During normal business hours, and upon reasonable notice and in a reasonable manner, to inspect current copies of the Governing Documents and Regulations and the books, records, and financial statements of the Association; and

b. Financial Statements. Upon written request to the Secretary of the Association, to receive copies of the annual financial statements for the immediately preceding fiscal year of the Association, provided, however, the Association may make a reasonable, uniform charge to defray its cost incurred in providing such copies; and

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

d. Notices. By written notice to the Secretary of the Association, and upon payment to the Association of any reasonable, uniform annual fee that the Association from time to time may establish for the purpose of defraying its costs, any First Mortgagee, insurer, or guarantor of a First Mortgage shall be entitled to receive any notice that is required to be given to the Class A members of this Association under any provision of the Governing Documents. Additionally, any such First Mortgagee, insurer, or guarantor of a First Mortgage giving written notice to the Association shall be entitled to written notice of: (i) any condemnation or casualty loss affecting a material portion of the Property or any Lot encumbered by its First Mortgage; (ii) any 60-day delinquency in the payment of assessments or charges owed by the Owner of any Lot encumbered by its First Mortgage; (iii) lapse, cancellation or material modification of any insurance coverage or fidelity bond maintained by the

Association; and (iv) any proposed action requiring the consent of a specified percentage of mortgage holders.

5. Provisions Inoperative as to Initial Construction. Nothing contained in this Declaration shall be interpreted, or enforced to prevent Developer, or its contractors, subcontractors, agents, employees, successors or assigns from doing or performing on all or any part of the Property owned or controlled by Developer whatever it or they determine to be necessary, convenient, or desirable to complete the Work. The foregoing includes the right for Developer and any Person designated by Developer in writing to construct and use signs, construction trailers, or buildings, model units, design centers, and offices for sales and resales of Lots.

6. Security. Developer or the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than they otherwise might be.

NEITHER THE ASSOCIATION NOR DEVELOPER, SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN THE PROPERTY, HOWEVER, AND NEITHER THE ASSOCIATION, NOR THE DEVELOPER, SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS AND OCCUPANTS OF ANY LOT, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND DEVELOPER DO NOT REPRESENT OR WARRANT THAT (A) ANY FIRE PROTECTION SYSTEM, ELECTRONIC MONITORING SYSTEM, GATEHOUSE OR OTHER SECURITY SYSTEM DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY THE DEVELOPER OR THE DESIGN REVIEW COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, (B) THAT ANY FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL PREVENT LOSS BY FIRE, SMOKE, BURGLARY, THEFT, HOLD-UP, OR OTHERWISE, OR (C) THAT FIRE PROTECTION OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSE OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY LOT, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, AS APPLICABLE, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY LOT AND EACH TENANT, GUEST AND INVITEE OF ANY OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD OF DIRECTORS AND COMMITTEES, AND DEVELOPER, HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR ELECTRONIC MONITORING SYSTEMS, GATEHOUSES OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

7. Assignment. Developer may assign to any Person, including persons engaged in the business of constructing improvements on Lots for resale purposes, all or some of the rights, privileges and exemptions granted herein to Developer in connection with the ownership, use, or development of a portion of the Property. Any such assignment shall be non-exclusive unless otherwise noted, and shall be effective only for so long as such right, privilege or exemption would inure to the benefit of Developer.

8. Severability. Invalidation of any provision of the Governing Documents by judgment or court order will not affect any other provision, all of which will remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in the Governing Documents when necessary to avoid a finding of invalidity while effectuating Developer's intent of providing a comprehensive plan for the use, development, sale, and beneficial enjoyment of the Property.

9. Notices. Any notice required to be sent to any Owner, occupant or tenant of any Residential Unit, the Developer or the Association under the provisions of this Declaration shall be delivered by such means as required or permitted by the Bylaws, or applicable law.

[Signature page immediately follows.]


IN WITNESS WHEREOF, Developer has executed this Declaration the date first stated above.

OK RHODINE ROAD LLC,
a Florida limited liability company

By: 
James Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6th day of JUNE, 2014, by James Harvey, as Vice President of OK Rhodine Road LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.



Notary Public, State of Florida

BRYON T. LOPRESTE

Print Name

My Commission Expires: 01-27-16



JOINDER, CONSENT AND SUBORDINATION OF MORTGAGEE

The undersigned, as holder of those certain Second Mortgages dated July 23, 2013 and recorded July 24, 2013 in O.R. Book 22033, Page 233, O.R. Book 22033, Page 243, O.R. Book 22033, Page 258, and O.R. Book 22033, Page 276, all of the Public Records of Hillsborough County, Florida by OK RHODINE ROAD LLC, a Florida limited liability company, as Mortgagor, to NVR, INC., a Virginia corporation, as Mortgagee, (collectively, the "Second Mortgages"), which Second Mortgages encumber all or a portion of the property described on Exhibit "A" and Exhibit "D" of the attached Declaration of Covenants, Conditions and Restrictions for Lucaya Lake Club, (the "Declaration"), hereby joins in the execution of the Declaration to evidence its consent to the submission of any portion of the Property described on Exhibit "A" or Exhibit "D" of this Declaration, and hereby subordinates its interest under the Second Mortgages to the Declaration.

IN WITNESS WHEREOF, the undersigned has duly executed this Joinder, Consent and Subordination by and through its authorized representative this _____ day of _____, 2014.

WITNESSES:

Signed, sealed and delivered in the presence of:

Laura A. Richardson
Signature of Witness #1

LAURA A. RICHARDSON
Typed/Printed Name of Witness #1

Diane S. Gaudet
Signature of Witness #2

Diane S. Gaudet
Typed/Printed Name of Witness #2

MORTGAGEE:

NVR, INC.,
a Virginia corporation

By: [Signature]
Printed Name: Scott Korman
Its: GENERAL MANAGER / VP

Address:
11700 Plaza America Drive, Suite 500
Reston, Virginia 20910

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9 day of May, 2014, by Scott Korman VP of NVR, INC., a Virginia corporation. He is personally known to me or has produced _____ as identification.

Debra A. Clark
Notary Public, State of Florida
DEBRA A. CLARK
Print Name
My Commission Expires:



JOINDER AND CONSENT OF BUILDER

IN WITNESS WHEREOF, the undersigned, by and through its authorized representatives, hereby joins in execution of this Declaration of Covenants, Conditions and Restrictions for Lucaya Lake Club to evidence its joinder and consent hereto.

WITNESSES:

Signed, sealed and delivered
in the presence of:

Laura A. Richardson
Signature of Witness #1

LAURA A. RICHARDSON
Typed/Printed Name of Witness #1

Diane S. Gaudet
Signature of Witness #2

Diane S. Gaudet
Typed/Printed Name of Witness #2

BUILDER:

NVR, INC.
a Virginia corporation

By: [Signature]
Printed Name: Scott Kammann
Its: General Manager / VP

Address:
11700 Plaza America Drive, Suite 500
Reston, Virginia 20910

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9 day of May, 2014, by Scott Kammann as VP of NVR, INC., a Virginia corporation. He is personally known to me or has produced _____ as identification.

Debra A. Clark
Notary Public, State of Florida
DEBRA A. CLARK

Print Name
My Commission Expires:

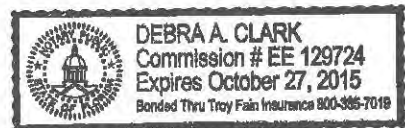


Exhibit A - The Property

DESCRIPTION: (EAST PARCEL)

A portion of Section 4, Township 31 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northwest corner of said Section 4; thence S.00°01'07"E., 51.23 feet along the Westerly boundary line of said Section 4 to the Southerly right-of-way line of Rhodine Road; thence S.89°48'35"E., 36.00 feet along said Southerly right-of-way line to the POINT OF BEGINNING; thence continue along Southerly right-of-way line S.89°48'35"E., 512.16 feet; thence S.00°11'25"W., 132.00 feet; thence S.08°05'35"W., 50.48 feet; thence S.00°11'25"W., 110.00 feet; thence S.89°48'35"E., 475.00 feet; thence S.00°11'25"W., 100.03 feet; thence S.00°03'16"W., 74.97 feet; thence S.00°11'25"W., 147.08 feet; thence S.88°37'27"E., 39.73 feet; thence S.87°04'34"E., 79.40 feet; thence S.87°45'17"E., 94.91 feet; thence S.88°29'23"E., 95.32 feet; thence S.85°25'05"E., 69.72 feet; thence S.76°20'31"E., 38.53 feet; thence S.37°59'31"E., 30.08 feet; thence S.14°56'35"E., 45.11 feet; thence S.02°00'33"E., 60.80 feet; thence S.02°35'06"E., 110.38 feet; thence S.09°00'08"E., 71.97 feet; thence S.31°56'51"E., 46.99 feet; thence S.51°53'52"E., 65.01 feet; thence S.80°11'47"E., 76.58 feet; thence N.86°29'20"E., 58.66 feet; thence N.53°53'45"E., 32.38 feet; thence N.38°15'38"E., 43.11 feet; thence N.31°58'48"E., 71.35 feet; thence N.32°35'33"E., 91.17 feet; thence N.45°10'39"E., 35.99 feet; thence N.72°36'26"E., 36.90 feet; thence N.81°37'18"E., 66.75 feet; thence N.81°56'20"E., 86.70 feet; thence N.65°08'15"E., 28.82 feet; thence N.33°06'19"E., 19.98 feet; thence N.11°53'39"E., 44.08 feet; thence N.03°02'20"E., 95.39 feet; thence N.04°13'44"E., 81.27 feet; thence N.12°03'13"E., 37.01 feet; thence N.25°08'35"E., 45.64 feet; thence N.38°14'50"E., 58.64 feet; thence N.58°03'03"E., 49.76 feet; thence N.84°17'18"E., 52.29 feet; thence N.88°51'25"E., 63.03 feet; thence N.89°48'51"E., 101.70 feet; thence S.86°34'03"E., 95.87 feet; thence S.71°59'58"E., 54.11 feet; thence S.48°07'42"E., 59.82 feet; thence S.27°26'02"E., 69.44 feet; thence S.21°38'01"E., 51.94 feet; thence S.22°57'41"E., 99.05 feet; thence S.22°10'20"E., 95.40 feet; thence S.22°52'51"E., 96.27 feet; thence S.22°25'26"E., 94.58 feet; thence S.23°02'23"E., 100.59 feet; thence S.23°14'30"E., 96.85 feet; thence S.21°44'36"E., 7.24 feet; thence S.23°16'42"E., 59.80 feet; thence S.31°54'42"E., 45.01 feet; thence S.12°29'51"E., 86.78 feet; thence S.10°45'37"E., 72.98 feet; thence S.08°10'40"E., 32.25 feet; thence S.00°11'30"E., 40.42 feet; thence S.03°00'09"W., 106.65 feet; thence S.00°35'29"W., 124.09 feet; thence S.00°08'23"E., 111.08 feet; thence S.00°46'36"W., 116.14 feet; thence S.00°23'28"W., 110.45 feet; thence S.00°12'03"W., 129.17 feet; thence S.01°14'01"W., 136.35 feet; thence S.20°12'38"W., 66.05 feet; thence S.48°45'35"W., 86.68 feet; thence S.79°58'47"W., 79.86 feet; thence N.89°43'00"W., 117.85 feet; thence N.89°44'07"W., 150.18 feet; thence N.89°36'09"W., 141.43 feet; thence N.89°17'20"W., 149.56 feet; thence N.89°18'57"W., 145.60 feet; thence N.79°50'55"W., 67.14 feet; thence N.75°38'50"W., 120.45 feet; thence N.82°00'52"W., 135.98 feet; thence N.89°37'23"W., 124.03 feet; thence S.82°04'26"W., 131.77 feet; thence S.72°17'03"W., 89.68 feet; thence S.71°16'56"W., 58.00 feet; thence N.89°42'02"W., 68.76 feet; thence N.59°50'18"W., 63.66 feet; thence N.12°20'46"W., 43.97 feet; thence N.33°19'51"E., 68.01 feet; thence N.58°28'08"E., 69.24 feet; thence N.70°30'44"E., 73.41 feet; thence N.73°37'50"E., 93.34 feet; thence N.64°53'55"E., 26.95 feet; thence N.05°22'23"E., 29.39 feet; thence N.02°48'15"W., 98.20 feet; thence N.04°02'14"E., 56.81 feet; thence N.20°27'01"E., 47.63 feet; thence N.23°41'39"E., 63.58 feet; thence N.24°45'58"E., 78.48 feet; thence N.05°30'45"E., 40.50 feet; thence N.37°04'03"W., 29.73 feet; thence N.83°26'21"W., 41.66 feet; thence S.89°00'03"W., 76.21 feet; thence S.89°36'41"W., 105.65 feet; thence S.88°32'23"W., 107.37 feet; thence S.84°49'14"W., 56.22 feet; thence S.64°35'12"W., 64.59 feet; thence S.44°58'01"W., 77.67 feet; thence S.43°11'46"W., 88.07 feet; thence S.28°01'40"W., 73.05 feet; thence S.18°10'16"W., 74.11 feet; thence S.16°19'11"W., 87.87 feet; thence S.20°49'51"W., 59.99 feet; thence S.55°41'37"W., 64.23 feet; thence S.70°28'09"W., 79.13 feet; thence S.61°21'14"W., 48.97 feet; thence S.54°44'08"W., 46.92 feet; thence S.00°05'59"W., 84.60 feet; thence N.89°54'01"W., 319.93 feet; thence N.00°01'19"W., 222.94

feet; thence N.66°05'56"E., 21.02 feet; thence N.23°54'04"W., 33.67 feet; thence N.06°37'40"W., 70.22 feet; thence N.01°25'14"E., 101.90 feet; thence N.00°38'57"E., 97.28 feet; thence N.00°02'45"W., 118.66 feet; thence N.00°08'16"W., 100.75 feet; thence N.01°26'56"E., 117.35 feet; thence N.01°08'23"E., 110.15 feet; thence N.00°06'58"E., 104.97 feet; thence S.89°58'41"W., 177.51 feet; thence N.00°01'19"W., 60.60 feet to the beginning of a curve concave to the Southwest having a radius of 60.00 feet; thence Northwesterly, 65.98 feet along said curve through a central angle of 63°00'21" (chord bears N.31°31'30"W, 62.70 feet) to the beginning of a reverse curve concave to the Northeast having a radius of 25.00 feet; thence Northwesterly, 17.77 feet along said curve through a central angle of 40°43'05" (chord bears N.42°40'07"W, 17.40 feet) to the beginning of a reverse curve concave to the South having a radius of 49.00 feet; thence Northwesterly, 85.21 feet along said curve through a central angle of 99°38'11" (chord bears N.72°07'40"W, 74.87 feet); thence S.58°03'14"W., 16.00 feet to the beginning of a curve concave to the Northeast having a radius of 35.00 feet; thence Northwesterly, 74.48 feet along said curve through a central angle of 121°55'27" (chord bears N.60°59'03"W, 61.20 feet); thence S.89°58'41"W., 6.90 feet to the Easterly right-of-way line of the right-of-way dedicated to Hillsborough County in Official Records Book 6299, Page 97 of the Public Records of Hillsborough County, Florida; thence N.00°01'07"W., 671.54 feet along said Easterly right-of-way line to the beginning of a non-tangent curve concave to the Southwest having a radius of 2126.00 feet; thence Northwesterly, 88.66 feet along said curve through a central angle of 02°23'22" (chord bears N.05°49'17"W, 88.65 feet) to the point of reverse curvature of a curve concave to the East, having a radius of 2040.00 feet; thence Northwesterly, 249.02 feet along said curve through a central angle of 06°59'39" (chord bears N.03°31'08"W, 248.87 feet); thence N.00°01'19"W., 53.00 feet to the beginning of a curve concave to the Southeast having a radius of 35.00 feet; thence Northeasterly, 43.96 feet along said curve through a central angle of 71°57'53" (chord bears N.35°57'37"E, 41.13 feet); thence N.00°01'07"W., 13.76 feet to the POINT OF BEGINNING.

Containing 107.35 Acres, more or less.

TOGETHER WITH the following:

DESCRIPTION: (WEST PARCEL)

A portion of Section 5, Township 31 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 5; thence S.00°01'07"E., 51.23 feet along the Easterly boundary line of said Section 5 to the Southerly right-of-way line of Rhodine Road; thence N.89°44'38"W., 36.00 feet along said Southerly right-of-way line to the Westerly right-of-way line of the right-of-way dedicated to Hillsborough County in Official records Book 6299, Page 97, of the Public Records of Hillsborough County, Florida and the POINT OF BEGINNING; thence S.00°01'07"E., 961.91 feet along said Westerly right-of-way line; thence N.89°48'35"W., 146.06 feet; thence S.00°11'25"W., 74.49 feet; thence N.89°48'35"W., 215.00 feet to the beginning of a curve concave to the Southwest having a radius of 9665.00 feet; thence Northwesterly, 250.18 feet along said curve through a central angle of 01°28'59" (chord bears N.87°41'56"W, 250.17 feet); thence N.00°11'25"E., 119.93 feet to the beginning of a curve concave to the Northeast having a radius of 2025.00 feet; thence Northwesterly, 19.67 feet along said curve through a central angle of 00°33'24" (chord bears N.83°48'11"W, 19.67 feet); thence N.00°01'19"W., 175.62 feet; thence S.89°48'35"E., 129.92 feet; thence N.00°11'25"E., 115.00 feet; thence N.89°48'35"W., 115.67 feet; thence N.00°15'22"E., 428.28 feet; thence N.89°44'38"W., 515.00 feet; thence S.00°15'22"W., 115.00 feet; thence S.89°44'38"E., 70.00 feet; thence S.00°15'22"W., 147.80 feet; thence N.89°48'35"W., 526.50 feet to the beginning of a curve concave to the North having a radius of 284.00 feet; thence Northwesterly, 14.86 feet along said curve through a central angle of 02°59'51" (chord bears N.88°18'40"W, 14.86 feet); thence N.00°15'22"E., 83.80 feet; thence S.89°44'31"W., 78.96 feet to the beginning of a curve concave to the South having a radius of 187.00

feet; thence Northwesterly, 356.97 feet along said curve through a central angle of $109^{\circ}22'21''$ (chord bears $N.80^{\circ}26'03''W$, 305.18 feet); thence $N.89^{\circ}31'05''W$, 34.68 feet; thence $N.00^{\circ}25'09''E$, 317.43 feet to said Southerly right-of-way line; thence $S.89^{\circ}44'38''E$, 2013.06 feet along said right-of-way line to the POINT OF BEGINNING.

Containing 24.31 Acres, more or less.

Exhibit B - Articles
[Attached on the following page]

**Electronic Articles of Incorporation
For**

N14000004595
FILED
May 09, 2014
Sec. Of State
tchang

LUCAYA LAKE CLUB HOMEOWNERS ASSOCIATION, INC.

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

Article I

The name of the corporation is:

LUCAYA LAKE CLUB HOMEOWNERS ASSOCIATION, INC.

Article II

The principal place of business address:

5680 W. CYPRESS STREET
SUITE A
TAMPA, FL. 33607

The mailing address of the corporation is:

5680 W. CYPRESS STREET
SUITE A
TAMPA, FL. 33607

Article III

The specific purpose for which this corporation is organized is:

THE CORPORATION IS A HOMEOWNERS ASSOCIATION, PER CHAPTER 720, FLORIDA STATUTES, WHICH WILL MAINTAIN CERTAIN COMMON AREAS FOR HOMEOWNERS IN THE LUCAYA LAKE CLUB DEVELOPMENT LOCATED IN HILLSBOROUGH COUNTY, FLORIDA.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

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

MERITUS ASSOCIATIONS
5680 W. CYPRESS STREET
SUITE A
TAMPA, FL. 33607

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

Registered Agent Signature: BRIAN K. LAMB

Article VI

The name and address of the incorporator is:

JAMES P. HARVEY
8875 HIDDEN RIVER PARKWAY
SUITE 150
TAMPA, FL 33637

Electronic Signature of Incorporator: JAMES P. HARVEY

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

Article VII

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

Title: P
DAVID LANGHOUT
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FL. 33637

Title: VP
GREG MEATH
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FL. 33637

Title: S
JAMES P HARVEY
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FL. 33637

Title: T
TROY SIMPSON
8875 HIDDEN RIVER PARKWAY, SUITE 150
TAMPA, FL. 33637

Article VIII

The effective date for this corporation shall be:

05/05/2014

Exhibit C - Bylaws
[Attached on the following page]

**BYLAWS OF
LUCAYA LAKE CLUB HOMEOWNERS ASSOCIATION, INC.**

ARTICLE I

NAME, PRINCIPAL OFFICE AND DEFINITIONS

1. Name. The name of the corporation is Lucaya Lake Club Homeowners Association, Inc. ("**Association**").
2. Principal Office. The Association's principal office shall be located in Florida. The Association may have such other offices, either within or outside Florida, as the Board may determine or as the Association's affairs require.
3. Definitions and Interpretation. All capitalized terms used herein that are not defined shall have the meaning set forth in the Declaration of Covenants, Conditions and Restrictions for Lucaya Lake Club, to be recorded by OK Rhodine Road LLC, a Florida limited liability company ("**Developer**"), in the public records of Hillsborough County, Florida, as such declaration may be amended from time to time ("**Declaration**"). Reference is made to the terms and provisions of the Declaration where necessary to interpret, construe, and clarify the provisions of these Bylaws. By adopting these Bylaws, the Association's directors intend them to be consistent with the provisions of the Association's Articles of Incorporation ("**Articles**") and with those of the Declaration.

ARTICLE II

MEMBERSHIP: MEETINGS, QUORUM, VOTING, PROXIES

1. Membership. The Association shall have two (2) classes of membership, Class A membership and Class B membership, as more fully set forth in the Declaration. The provisions of the Declaration pertaining to membership are incorporated herein by this reference. Members of the Association are referred to generally in these Bylaws as "**Members**."
2. Place of Meetings. The Association shall hold meetings at its principal office or at such other suitable place convenient to the Members as the Board may designate.
3. General. The Association shall hold its first meeting, whether a regular or special meeting, within one (1) year after the date of the Association's incorporation, on such date and at such time and place as the Board of Directors determines. The Board shall set the date and time of subsequent regular annual meetings.
4. Annual Meetings. The annual meeting of the Association shall be held each year during the month of October or November, on such date and at such time and place as the Board of Directors determines. Annual meetings may be conducted electronically (*i.e.*, via the Internet, intranet, or teleconference) if, and to the extent, permitted by law.

5. Special Meetings. Special membership meetings may be called at any time: (a) by the President; (b) by the Board of Directors; or (c) upon the written request of the Members in good standing who are entitled to cast at least ten percent (10%) of the total votes in the Association. Such meetings shall be held on such date and at such time and place as the Board of Directors determines.

6. Notice of Meetings. The President, the Secretary or the officer or other persons calling a meeting of the Members shall deliver or cause to be delivered to each Member a written notice stating the place, day, and hour of the meeting. Such notice must be given to all Members as shown upon the Association's books as of the date such notice is given, and must be given not less than fifteen (15) days nor more than forty-five (45) days in advance of such meeting. In the case of a special meeting or when otherwise required by Florida statute, the Declaration or these Bylaws, the purpose of the meeting shall also be stated in the notice. No business shall be conducted or transacted at a special meeting except as stated in the notice. Notices shall be delivered by such means as permitted under Article X, Section 4 of these Bylaws.

7. Special Notices. Any notice to nonmembers required by the Declaration may be given by personal delivery, U.S. mail (postage prepaid), or overnight carrier. Mailing or delivery of notice to any co-owner is effective upon all co-owners of such Lot, unless any co-owner has requested the Association in writing to give notice to such co-owner and furnished the Association with the address to which such notice may be given by mail.

8. Proof of Notice. The person or persons actually giving notice of any meeting shall execute an affidavit confirming compliance with the notice requirements for such meeting; and any such executed affidavit, attested by the Secretary, is conclusive as to the regularity of any notice with respect to any Person absent actual knowledge of any defect in notice.

9. Waiver of Notice. Waiver of notice of an Association meeting shall be deemed the equivalent of proper notice. Any Member may waive, in writing, notice of any Association meeting at any time before, at, or after such meeting; and neither the business transacted at, nor the purpose of, any regular or special meeting need be specified in any written waiver. A Member's attendance at any meeting constitutes a waiver by such Member of notice of the time, date and place thereof, and of all defects in notice, unless an objection on the basis of lack of proper notice is raised at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

10. Written Action. Any action required by the Declaration, the Articles, these Bylaws or Florida law to be taken at a meeting of the Members may be taken without a meeting, without prior notice, and without a vote if approved by Members representing at least the minimum number of votes in the Association necessary to authorize such action at a meeting, if all Members entitled to vote were present and voted. Such approval shall be evidenced by one (1) or more written consents specifically authorizing the proposed action, dated and signed by Members holding the requisite votes. The Association need not give prior notice before soliciting such consent; however, the Association must send written consent forms to all Members for action authorized pursuant to this Section to be valid. Members shall sign, date and deliver such consents to the Secretary within sixty (60) days after the Association's receipt of the earliest dated consent. The Secretary shall file (or cause to be filed) such consents with the Association's minutes, and the consents shall have the same

force and effect as a vote of the Members at a meeting. Within ten (10) days after receiving authorization for any action by written consent, the Secretary shall give written notice to all Members, summarizing the material features of the authorized action.

11. Certificate. An instrument signed by any executive officer of the Association, and attested by the Secretary, is conclusive that any required approval has been obtained in the manner provided in these Bylaws as to Persons without actual knowledge to the contrary.

12. Quorum. Except as these Bylaws or the Declaration otherwise provide, the presence of Members in good standing in person or by proxy and entitled to cast at least thirty percent (30%) of the votes of each class, if such action must be approved by both classes, or of the Class A Members, if such action must be approved only by Class A Members, shall constitute a quorum. If the required quorum is not forthcoming, the Members present shall have the power to adjourn the meeting, from time to time as provided in Section 13 below, until the required quorum shall be present or represented.

13. Adjournment. If any Association meeting cannot be held because a quorum is not present, the Members entitled to cast a majority of the votes present at such meeting may adjourn the meeting to a time at least five (5) but not more than thirty (30) days from the scheduled date of the original meeting, and notice of the adjourned meeting shall not be required if the time and place to which the meeting is adjourned are announced at the original meeting. With respect to any adjourned Association meeting, if those in attendance at the original meeting do not announce (at such original meeting) a time and place for reconvening the meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, the Board shall provide notice to the Members of the time and place for reconvening the meeting in the manner prescribed for regular meetings. At the reconvened meeting, if a quorum is present, any business may be transacted that might have been transacted at the meeting originally called. Members present at a duly called and convened meeting, with requisite quorum present, may continue to do business until adjournment, notwithstanding the departure of enough Members to leave less than a quorum, provided that any action taken must be approved by at least the minimum number of votes necessary to authorize such action.

14. Proxies. Subject to the limitations of Florida law, if a Member is entitled to cast a vote for his or her Lot on any matter, he or she may vote in person or by proxy. Every proxy shall be in writing, shall identify the Lot for which it is given, shall be dated and signed by the Member or the Member's duly authorized attorney-in-fact, and shall state the date, time and place of the meeting for which it is to be effective, and shall be filed with the Secretary prior to the meeting for which it is to be effective. No Person shall be permitted to hold more than five (5) proxies. A Member represented by a valid proxy at any meeting is "present" for all purposes. Unless the proxy specifically provides otherwise, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast. Every proxy shall be revocable, and shall terminate automatically upon: (a) conveyance of title to the Member's Lot for which the proxy was given; (b) the Secretary's receipt of written notice of revocation of the proxy; (c) the Secretary's receipt of written notice of the death or judicially declared incompetence of a Member who is an individual (a proxy is not revoked by incompetency or death until the Association receives such written notice); (d) the attendance of the Person granting the proxy at any meeting for which the proxy may otherwise be used; or (e) ninety (90) days from the date of granting, unless the proxy specifies a shorter period.

15. Membership List. A complete list of the Members entitled to vote at all meetings, and their respective addresses, must be kept on file at the Association's office, open to inspection by any Member. The list also must be produced at the time and place of the meeting for inspection by any Member at any time during the meeting.

16. Voting Requirements.

(a) Members shall have such voting rights as are expressly set forth in these Bylaws, the Articles or the Declaration, which provisions are specifically incorporated by this reference. Except where these Bylaws, the Articles or the Declaration establish different voting requirements or expressly require the approval of Developer or any other Person, the majority vote of those Members entitled to vote present in person or by proxy at a duly called and convened meeting at which a quorum is present, shall constitute the act of the membership. Only those Members shown as Members in good standing upon the Association's books are entitled to vote.

(b) Any of the following must be approved by two-thirds (2/3) of the total votes of each class of Members and by Developer for so long as Developer is a Member of the Association: (i) any mortgaging of the Association's property; (ii) any merger or consolidation of the Association; or (iii) any dissolution of the Association.

(c) Any purchase by the Association of additional lands to be owned by the Association for the benefit of Owners must be approved by two-thirds (2/3) of the votes of the Class A Members present in person or by proxy and voting at a duly called and convened meeting at which a quorum is present, and of Developer for so long as Developer is a Member of the Association.

17. Joinder in Minutes of Meeting. Members may join in the action of a meeting or any portion thereof by signing and concurring in the minutes or a selected portion thereof. Such joinder shall constitute the vote of such Members for the purpose of approval or disapproval of any matter and the presence of such Member for the purpose of establishing a quorum.

18. Conduct of Meetings. The President shall preside over all Association meetings, provided that in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the Association's minute books. At any meeting of the membership, a Member shall have the right to speak for at least three (3) minutes on any item properly before the meeting. The Board may adopt reasonable written rules governing the frequency, duration and other manner of Member statements consistent with Section 720.306(6), Florida Statutes.

ARTICLE III

BOARD OF DIRECTORS

1. Governing Body and Selection. The Board of Directors shall govern the Association's affairs. Each director shall have one (1) vote. Directors, other than Directors appointed or elected by Developer, shall be Members or residents of the Property. Directors must be at least eighteen (18)

years old. If an Owner is not an individual, any officer, director, partner, or any trust officer of such Owner shall be eligible to serve as a director unless a written notice to the Association signed by the Owner specifies otherwise. However, no Owner may have more than one (1) such representative on the Board at a time except in the case of directors elected or appointed by Developer. An Owner or resident of any Lot on which any assessments, fines, or other charges owed to the Association are more than ninety (90) days past due is not eligible to serve as a director. A person who has been convicted of a felony in Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction which would be considered a felony under Florida law, is not eligible to serve as a director unless his or her civil rights have been restored for at least five years as of the date on which such person seeks election to the Board. The validity of any Board action is not affected if it is later determined that a director was ineligible to serve.

2. Number of Directors; Term; Initial Directors. The Board of Directors shall consist of at least three (3), but not more than five (5) directors, provided that at all times there must be an odd number of directors. The term of office for all directors is one (1) year. Each director continues in office until a successor has been appointed or elected, as applicable, and qualified, unless the director sooner dies, resigns, is removed, or is incapacitated or otherwise unable to serve. Directors may serve any number of consecutive terms. The initial Board of Directors shall consist of the three (3) directors appointed by Developer, who shall serve until their successors have been appointed or elected as provided in this Article III.

3. Developer Representation.

(a) Until such time as Owners, other than Developer or Builders, are permitted to and actually elect (1) director pursuant to subsection (b) below, Developer has the right to appoint, elect and remove all of the directors.

(b) Within ninety (90) days after the date that fifty percent (50%) of the parcels in all phases of the Development that will ultimately be operated by the Association have been conveyed to Owners, other than Developer or Builders, the Board shall be increased to five (5) directors and the President shall call for an election by which the Members shall be entitled to elect one (1) of the five (5) directors. Developer shall be entitled to appoint, remove and replace the remaining four (4) directors until Turnover.

(c) Upon Turnover, the President shall call for an election by which the Members shall be entitled to elect four (4) of the five (5) directors, and Developer shall be entitled to appoint, remove and replace one (1) of the five (5) directors for so long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the Lots in all phases of the Development that will ultimately be operated by the Association.

4. Nomination. Prior to each election at which Owners (other than Developer or Builders) are entitled to elect any of the directors, the Board shall prescribe (and communicate to the Members) the opening date and the closing date of a reasonable filing period ("**Candidate Filing Period**") in which every eligible person who has an interest in serving as a director may file as a candidate for such director position. The Board may also appoint a Nominating Committee to make nominations for election of directors to the Board. A Nominating Committee, if appointed, shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members or

representatives of Members. Any Nominating Committee shall serve for a term of one (1) year or until its successors are appointed. In preparation for each election, the Nominating Committee, if appointed, shall meet and make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of directors positions to be filled at such election. Nomination for election to the Board of Directors may be made by the Nominating Committee from among Members or residents of the Property. Any Member may nominate himself or herself as a candidate by notice to the Nominating Committee (or to the Secretary if there is no Nominating Committee) within the Candidate Filing Period.

5. Election. Election to the Board of Directors shall be by secret written ballot. Each Member may cast as many votes as the Member has under the provisions of the Declaration, for each vacancy on which such Member is entitled to vote. If the number of candidates nominated is equal to or less than the number of positions to be filled, then those candidates shall be deemed elected without the necessity of a vote. If the number of candidates nominated exceeds the number of positions to be filled, an election shall be held, and the person receiving the largest number of votes cast by the Members (for each vacancy on which such Members are entitled to vote) is elected. Cumulative voting is not permitted. So long as required by Section 720.306(9), Florida Statutes, any election dispute between a Member and the Association shall be resolved by mandatory binding arbitration with the Division of Florida Condominiums, Timeshares, and Mobile Homes in the Department of Business and Professional Regulation. Any challenge to the election process must be commenced within sixty (60) days after the election results are announced.

6. Removal; Vacancies. Any director may be removed with or without cause, by written agreement signed, by written ballots cast without a membership meeting, or by a vote taken at a meeting, by a majority of the votes entitled to be cast for the election of such director. At any meeting at which a quorum is present, a majority of the directors may remove any director who has three (3) consecutive unexcused absences from Board meetings or who is more than thirty (30) days delinquent (or resides on a Lot owned by an Owner that is so delinquent) in the payment of any assessments or other charges due to the Association. The Board may appoint a successor to fill the vacancy for the remainder of the term. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Any effort by Members to recall or remove a director shall be conducted, and any vacancy thus created shall be filled, in accordance with the procedures set forth in Section 720.303(10), Florida Statutes. In the event of the death, disability, or resignation of a director, a majority of the remaining directors (or the sole remaining director, if only one) may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Members shall elect a successor for the remainder of the term. Alternatively, the Board may call for an election to fill the vacancy for the remainder of the term. Notwithstanding the foregoing, this Section 6 shall only apply to directors that are elected by the Owners, and shall not apply to directors that are elected or appointed by Developer. Only Developer may remove a director elected or appointed by Developer, and/or appoint a successor to fill any vacancy on the Board resulting from the death, resignation, removal or incapacitation of a director elected or appointed by Developer.

7. Standard of Care. The Board shall exercise its powers in a reasonable, fair and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents. In performing their duties, directors and officers shall act as fiduciaries and shall discharge their duties as directors or officers, and as members of any committee to which they are

appointed, in a manner that the director or officer reasonably believes in good faith to be in, or not opposed to, the best interests of the Association. An officer, director or manager of the Association may not solicit, offer to accept, or accept any good, services, or other thing of value for themselves or immediate family members from any person providing or proposing to provide goods or services to the Association, except to the extent that such officer, director, or manager has personally given consideration for such goods, services, or other thing of value; provide, however, that an officer, director or manager of the Association may accept such nominal gifts as specifically authorized by Section 720.3033, Florida Statutes.

8. Reliance. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others, unless the director has actual knowledge that reliance is unjustified.

9. Compensation. Directors, officers, or committee members may not directly receive any salary or compensation from the Association for the performance of their duties as a director, officer or committee member and may not in any other way benefit financially from service to the Association, except as specifically authorized by Section 720.303, Florida Statutes. The Association may reimburse any director or officer for expenses he or she incurs on the Association's behalf upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies he or she furnishes to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association; provided that such director or officer must make known his or her interest to the Board prior to entering into such contract, and any such contract shall be subject to the provisions of Section 10 below.

10. Conflict of Interest. Any contract or other transaction between the Association and any of its directors or officers, or with any entity in which a director or officer has a financial interest, must comply with the requirements of Section 617.0832, Florida Statutes and Chapter 720, Florida Statutes. Notwithstanding anything to the contrary contained herein, directors appointed by Developer may be employed by or otherwise transact business with Developer or its affiliates, and Developer may transact business with the Association or its contractors, subject to applicable law.

11. Liability and Indemnification.

(a) A director or officer of the Association shall be insulated from liability to the same extent that liability of directors of corporations is limited under Florida law and the Articles.

(b) The Association shall indemnify every officer, director, employee, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred in connection with any action, suit, or proceeding (including settlement of any suit or proceeding, if approved by the then Board) to which he or she may be a party by reason of being or having been an officer, director, employee, or committee member, if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe that such action was unlawful. The termination of any such action, suit, or proceeding by judgment, order, settlement, conviction, or a plea of nolo contendere or its equivalent shall not in and of itself create a presumption that the director did not act in good faith and in a manner he or she reasonably believed

to be in, or not opposed to, the best interest of the Association or that he or she had reasonable cause to believe that his or her conduct was unlawful.

(c) The right to indemnification provided herein shall not be exclusive of any other rights to which any present or former officer, director, employee, or committee member may be entitled.

(d) In accordance with the procedures and subject to the conditions and limitations of Florida law, the Board may authorize the Association to advance funds to pay for or reimburse the reasonable expenses incurred by a present or former officer, director, employee, or committee member in any proceeding to which he or she may be a party by reason of being or having been an officer, director, or committee member.

12. Board and Officer Certification. Within ninety (90) days after election or appointment to the Board, each director shall certify in writing to the Secretary of the Association that (a) he or she has read the Declaration, Articles, Bylaws, and Rules and policies of the Association, (b) he or she will work to uphold such documents and policies to the best of his or her ability; and (c) that he or she will faithfully discharge his or her fiduciary responsibilities to the Members. Alternatively, the director may provide a certificate of satisfactory completion, within one year prior to or ninety (90) days after the date of election or appointment, of an education curriculum meeting the requirements of Section 720.3033, Florida Statutes. A director who does not timely file the certification or education certificate shall be suspended from the Board until he or she complies with this requirement and the Board may temporarily fill the vacancy during the period of suspension. The Board shall retain a copy of each certification and educational certificate for a period of 5 years after the director's election; however, the failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

ARTICLE IV

BOARD OF DIRECTORS' MEETINGS

1. Organizational Meeting. The Board shall hold an organizational meeting within ten (10) days following each annual Association meeting, at such place and time as the Board may designate.
2. Regular Meetings. The Board of Directors shall conduct regular meetings at such place and time as the Board may designate, but the Board shall meet at least four (4) times each fiscal year, with at least one (1) meeting per quarter.
3. Special Meetings. Special Board meetings must be held when called by the President, or by any two directors.
4. Petition by Members. If Members entitled to cast at least twenty percent (20%) of the total votes in the Association petition the Board in writing to address a particular item of business at a Board meeting, the Board shall place the petitioned agenda item of business on its agenda at its next regular Board meeting or at a special Board meeting, which shall be held within sixty (60) days after receipt of the petition. Other than addressing the petitioned item at the meeting, the Board is not obligated to take any other action required by the petition.

5. Open to Members. All meetings of the Board must be open to all Members, except for: (a) meetings of the Board held for discussing personnel matters; (b) meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege; and (c) such other matters, if any, as Section 720.303, Florida Statutes, may permit to be held in executive session.

6. Notice and Quorum.

(a) Notice; Waiver of Notice.

(i) Notice to Directors. Notices of Board meetings shall specify the place and time of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The Board shall give notice to each director by: (1) personal delivery; (2) first class mail, postage prepaid; (3) telephone (either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director); or (4) facsimile, electronic mail or other electronic communication device, with confirmation of transmission. All such notices shall be given at the director's telephone number, fax number, electronic mail address, or sent to the director's address as shown on the Associations records. Notices sent by first class mail shall be deposited into a United States mailbox at least seven (7) business days before the time set forth meeting. Except for emergency meetings, notices given by personal delivery, telephone, or other device shall be delivered or transmitted at least 72 hours before the time set for the meeting. A director's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the director at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

(ii) Notice to Members. Except for emergency meetings, notice of all Board meetings shall be mailed or delivered to each Member at least seven (7) days before the meeting, or, in the alternative, shall be posted in a conspicuous place within the Property at least forty-eight (48) hours in advance of the meeting. Assessments may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Written notice of any meeting at which special assessments will be considered or at which amendments to rules regarding use of Lots will be considered must be mailed, delivered, or electronically transmitted to each Member and posted conspicuously on the Property not less than fourteen (14) days before the meeting. Notice may be transmitted electronically only to those Members who have consented in writing to receive notice by electronic means, and then only in a manner authorized by law. A Member's presence at any meeting constitutes a waiver of notice of such meeting and of any and all objections to the place or time of such meeting, or the manner in which it has been called or convened, unless the Member at the beginning of the meeting objects to the transaction of business because the meeting is improperly called or convened.

(iii) Waiver of Notice. Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (1) a quorum is present, and (2) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or

an approval of the minutes. The waiver of notice or consent need not specify the meeting's purpose. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.

(iv) Assessments. Notice of any meeting at which assessments are to be established shall state that fact and the nature of the assessment.

(b) Participation by Telephone. Members of the Board or any committee designated by the Board may participate in Board or committee meetings by means of telephone or other electronic means, through which all person participating in the meeting can hear each other. Participation in this manner shall constitute presence at the meeting for all purposes.

(c) Quorum. At all Board meetings, a majority of the directors shall constitute a quorum for all purposes, and the votes of a majority of the directors present at a meeting at which a quorum is present shall constitute the act of the Board, unless Florida law, these Bylaws, the Declaration or the Articles specifically provide otherwise. A meeting at which a quorum is initially present may continue, notwithstanding the withdrawal of one or more directors, if at least a majority of the required quorum for that meeting approves any action taken. If the Board cannot hold a meeting because a quorum is not present, a majority of the directors present at such meeting may adjourn the meeting to a time not less than five (5) nor more than thirty (30) days from the date of the original meeting. At the reconvened meeting, if a quorum is present, any business that might have been transacted at the meeting originally called may be transacted without further notice.

7. Conduct of Meetings. The President shall preside over all Board meetings, provided that in the President's absence, the Vice President or another Board designee shall preside. The Secretary shall ensure that minutes of the meetings are kept and that all resolutions adopted and all other transactions occurring at such meetings are recorded in the minute books. At any Board meeting that is required to be open to the Members, Members shall have the right to speak for at least three (3) minutes on any item placed on the agenda by petition of the Members pursuant to Section 4 above, provided the Member submits a written request to speak on such matter prior to the Board meeting, or signs a sign-up sheet, if one has been provided. The Board may adopt reasonable written rules expanding the right of Members to speak, and governing the frequency, duration, and other manner of Member statements consistent with Section 720.303(2), Florida Statutes, which rules may include a sign-up sheet for Members wishing to speak.

8. Adjournment. A majority of the directors present at any meeting duly called, regardless of whether a quorum exists, may adjourn the meeting to another time and place, but notice of such adjourned meeting must be given to the directors not present at the time of adjournment.

9. Voting. Any director present at a Board Meeting at which action on any matter is taken is presumed to have assented to such action unless the director votes against the action, or abstains from voting because of an asserted conflict of interest. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. A vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

10. Action Without a Meeting. Any Board action taken or to be taken at a Board meeting may be taken without a meeting if a written consent to such action is signed by all directors and filed in the minutes of the Board. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE V

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers.

(a) The Board shall have all of the powers necessary to administer the Association's affairs, perform the Association's responsibilities, and exercise the Association's rights as set forth in the Governing Documents and as provided by law. The Board may do or cause to be done on the Association's behalf all acts and things except those that the Governing Documents or Florida law require to be done and exercised exclusively by the membership.

(b) The Board may employ for the Association professional management agents at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate such powers as are necessary to perform the manager's assigned duties but shall not delegate policy-making authority or ultimate responsibility for those duties set forth in this Article V, Section 2 below. The Board may employ Developer or its affiliate as managing agent or manager. The Board may delegate to one of its members the authority to act on its behalf on all matters relating to the duties of the managing agent or manager that might arise between Board meetings.

(c) The Board shall have the power to adopt, and amend from time to time, procedures for the Association's imposition of sanctions for violation of the Governing Documents.

2. Duties. The Board is responsible to see to the performance of all duties of the Association as set forth in the Declaration, except to the extent specifically assigned to others. Such duties shall include, without limitation:

(a) preparing and adopting, in accordance with the Declaration, an annual budget;

(b) levying and collecting assessments from the Owners;

(c) providing for the operation, care, upkeep and maintenance of the Common Areas and Common Maintenance Areas;

(d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and, where appropriate, providing for compensation of such personnel and for the purchase of necessary equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(e) opening bank accounts on the Association's behalf and designating the signatories required;

(f) depositing all funds received on the Association's behalf in a bank depository which the Board shall approve, and using such funds to operate the Association; however, in the Board's business judgment any reserve funds may be deposited in depositories other than banks;

(g) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Areas and Common Maintenance Areas in accordance with the Governing Documents, and Chapter 720, Florida Statutes;

(h) enforcing by legal means the provisions of the Governing Documents and bringing any proceedings that may be instituted on behalf of or against the Owners concerning the Association; however, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;

(i) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

(j) paying the cost of all services rendered to the Association;

(k) keeping a detailed accounting of the Association's receipts and expenditures;

(l) making available to any prospective purchaser of a Lot, any Owner, and the holders, insurers, and guarantors of any Mortgage on any Lot, current copies of the Governing Documents and all other books, records, and financial statements of the Association as provided in Article X, Section 3 of these Bylaws;

(m) indemnifying a director, officer, employee, or committee member or former director, officer, employee, or committee member to the extent such indemnity is required by these Bylaws; and

(n) maintaining, and retaining for the time periods required, the "official records" of the Association, as provided in Section 720.303(4), Florida Statutes.

ARTICLE VI

OFFICERS

1. Enumeration. The Association's officers are a President, Vice President, Secretary, and Treasurer. The President and Secretary shall be elected from among the Board members; other officers may, but need not, be Board members. The Board may appoint such other officers, including one or more Assistant Secretaries and Assistant Treasurers, as it shall deem desirable, such officers to have such authority and perform such duties as the Board prescribes. Any two or more offices may be held by the same person, except the offices of President and Secretary.

2. Election and Term of Office. The initial officers of the Association shall be elected by the Board at its organizational meeting or by unanimous written consent in lieu thereof and shall serve until the Association's second annual meeting. Thereafter, the Board shall elect the Association's officers at the first Board meeting following each annual meeting of the Association or by unanimous

written consent in lieu thereof, to serve until their successors are elected. After Turnover, officers may not hold the same office for more than two (2) consecutive terms.

3. Removal and Vacancies. The Board may remove any officer, by a vote of at least a majority of the directors, whenever in its judgment the Association's best interests will be served and may fill any vacancy in any office arising because of death, resignation, removal, or otherwise for the unexpired portion of the term.

4. Resignation. Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Such resignation shall take effect on the date of the receipt of such notice or at a later time specified therein. Unless the resignation specifies, acceptance of such resignation shall not be necessary to make it effective.

5. Powers and Duties. The Association's officers shall have such powers and duties as generally pertain to their respective offices, as well as such powers and duties as the Board may specifically confer or impose. The President shall be the Association's chief executive officer. The Treasurer shall have primary responsibility for preparing the Association's budgets as provided for in the Declaration, and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both. The Secretary shall prepare or supervise the preparation of meeting minutes as required by Florida law.

ARTICLE VII

COMMITTEES

1. Permanent Committees. The Board shall appoint a Design Review Committee, as provided in the Declaration.

2. Other Committees. The Board, from time to time, may appoint and dissolve such other committees as the Board deems necessary or appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Committees shall exercise only such authority as granted by Board resolution provided the Board may, in the exercise of its reasonable discretion, elect not to follow a committee's advice on any matter. Committees may not act without specific Board authority and may not bind the Association contractually or financially. Committee members may serve no more than two (2) consecutive 2-year terms on the same committee.

3. Neighborhood Committee. To the extent that a Neighborhood Supplement is recorded designating a portion of the Property as a Neighborhood then, after Turnover, an initial Neighborhood Committee shall be appointed by the Board from among the owners or occupants of Lots in the Neighborhood. A Neighborhood Committee shall be operated in the manner set forth herein, unless otherwise provided for in the Neighborhood Supplement. Unless otherwise provided in the Neighborhood Supplement, members of a Neighborhood Committee shall serve a 2-year term. After the initial Neighborhood Committee (appointed by the Board) serves the initial 2-year term, Members owning a Lot within the Neighborhood shall elect the members of the Neighborhood Committee. At any election of a Neighborhood Committee, only one (1) vote may be cast for each Lot in the Neighborhood and the three (3) candidates with the highest number of votes of the owners of Lots in the Neighborhood, present in person or by proxy, at a meeting duly

convened for such purpose, shall be elected as members of the Neighborhood Committee. Any such Neighborhood Committee shall be created for the purpose of advising the Board of Directors on matters concerning Neighborhood Assessments.

ARTICLE VIII

DEVELOPER'S RIGHT TO DISAPPROVE

1. Developer's Right to Disapprove.

(a) For so long as Developer is a Member, the Association shall give Developer written notice of all meetings of the Members, the Board, and committees and any actions that any of them propose to take by written consent in lieu of a meeting. The Association shall give such notice by certified mail, return receipt requested, or by personal delivery at the address Developer has registered with the Association. Such notice shall comply as to Board meetings with Article IV, Section 6 of these Bylaws, and shall, except in the case of regular Board meetings pursuant to these Bylaws, set forth with reasonably particularity the agenda to be followed at such meeting. At any such meeting, the Association shall give Developer the opportunity to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program that would be subject to the right of disapproval set forth herein.

(b) So long as Developer holds any Lot for sale in the ordinary course of business, Developer shall have a right to disapprove any action, policy, or program of the Association, the Board, and any committee that, in Developer's sole judgment, would tend to impair rights of Developer or Builders under the Declaration or these Bylaws, interfere with development or construction of any portion of the Property, or diminish the level of services the Association provides. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein until and unless the requirements of this Section have been met. Developer, its representatives, or its agents shall make its concerns, thoughts, and suggestions known to the Board and/or the members of the subject committee. Developer, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within ten (10) days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within ten (10) days following receipt of written notice of the proposed action. Developer may use this right to disapprove to block proposed actions but shall not use it to require any action or counteraction of any committee, the Board, or the Association. Developer shall not use its right to disapprove to reduce the level of services that the Association is obligated to provide or to prevent capital repairs or any expenditure required to comply with applicable laws and regulations

ARTICLE IX

ACCOUNTS AND REPORTS

1. Accounting Standards. The Board shall follow the following accounting standards unless the Board specifically determines otherwise by a resolution duly adopted and permitted under Florida law:

(a) accounting and controls should conform to generally accepted accounting principles;
and

(b) the Association's cash accounts shall not be commingled with any other accounts, and during the period that Developer has the right to appoint or elect at least a majority of the Board of Directors, operating accounts shall not be commingled with reserve accounts.

2. Financial Reporting. The Association shall be responsible for preparing, providing and filing such financial reports and other reports as may be required by Chapter 720, Florida Statutes, subject to the terms thereof.

ARTICLE X

MISCELLANEOUS

1. Fiscal Year. The Association's fiscal year shall be the calendar year unless the Board establishes a different fiscal year.

2. Conflicts. If there are conflicts among the provisions of Florida law, the Articles, the Declaration, and these Bylaws, the provisions of Florida law, the Declaration, the Articles, and these Bylaws (in that order) shall prevail.

3. Books and Records.

(a) Turnover of Books and Records. Within ninety (90) days after Turnover, Developer shall deliver to the Association all property and other items required by Section 720.307, Florida Statutes.

(b) Inspection by Members and Mortgagees. Except to the extent that Florida law permits the Association to restrict access to certain types of records, the Association's official records shall be maintained within the State of Florida for at least seven (7) years and shall be made available for inspection and copying by any holder, insurer, or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing, at any reasonable time and for a purpose reasonably related to his or her interest in a Lot. The Board shall provide for such inspection to take place within forty-five (45) miles of the Property or within the County in which the Association is located, within ten (10) business days after receipt of a written request for access submitted to the Association by certified mail, return receipt requested. The Board may comply with this Section by making the records available to a Member electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed on request. A Member or the Member's authorized representative may use a portable scanning device or similar technology to make an electronic copy of records which the Member would otherwise be entitled to copy hereunder. Notwithstanding the above, the Association records listed in Section 720.303(5), Florida Statutes, subsections (c)1. through (c)7. (inclusive), shall not be made available for inspection or copying.

(c) Rules for Inspection. The Board may adopt reasonable written rules governing the frequency, time, location, notice, scope, and manner of inspections but may not require that an

Owner state or demonstrate any proper purpose for the inspection or state any reason for the inspection, and may not limit an Owner's right to inspect records to less than one 8-hour business day per month. The Association shall maintain an adequate number of copies of the recorded governing documents to ensure availability to Members and prospective Members. The Board may establish fees to cover the costs of having personnel retrieve and copy the official records, subject to the limitations of Section 720.303, Florida Statutes.

(d) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all Association books, records, and documents and the physical properties owned or controlled by the Association. A director's right of inspection includes the right to make a copy of relevant documents at the Association's expense.

(e) Additional Information. Neither the Association nor any authorized agent thereof shall be required to provide a prospective purchaser or lienholder with information about the Property or the Association except as required by Section 720.301, *et. seq.*, Florida Statutes. If, upon request of the current Owner, the Association elects to provide information which is not required by law to be provided or disclosed, it may charge a reasonable fee to the current Owner for providing good faith responses to requests for such information, such fee not to exceed the amount set forth in Section 720.303, Florida Statutes, as it may be amended, plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with such response.

4. Notices.

(a) Form of Notice and Method of Delivery. Except as otherwise provided in the Declaration or these Bylaws or by Florida law, all notices, demands, bills, statements, or other communications under the Declaration or these Bylaws shall be in writing and may be delivered in person, by United States mail (postage prepaid), by overnight carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by facsimile or electronic mail with delivery confirmation.

(b) Delivery Address. Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the address, facsimile number, or e-mail address (as applicable) that the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member;

(ii) if to the Association, the Board, or a committee of either, at the address, facsimile number, or e-mail address of the principal office of the Association or its managing agent or at such other address as the Association shall designate by notice in writing to the Members pursuant to this Section; or

(iii) if to Developer, at Developer's principal address as it appears on the Department of State's records, or at such other address as Developer shall designate by notice in writing to the Association pursuant to this Section.

(c) Effective Date. Notice sent in accordance with Article X Section 4(a) and (b) shall be deemed to have been duly given and effective:

(i) if sent by United States mail, when deposited with the United States Postal Service, correctly addressed, with first class or higher priority postage prepaid;

(ii) if delivered personally or by private carrier, when actually delivered to the address of the intended recipient, as evidenced by the signature of the person at such address who accepts such delivery; or

(iii) if sent by facsimile or electronic mail, upon transmission, as evidenced by a printed delivery confirmation.

5. Amendment.

(a) Prior to Turnover, Developer shall have the right to unilaterally amend these Bylaws for any purpose, except as prohibited by applicable Law. From and after Turnover, these Bylaws may be amended only with the approval of at least two-thirds (2/3) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present, and the written consent of Developer for so long as Developer is a Member.

(b) Notwithstanding (a) above, after Turnover, no amendment to these Bylaws which purports to change the quorum requirement or percentage of votes necessary to take action under a specific clause shall be effective unless approved by at least that fraction or percentage of votes that would be required for action to be taken under that clause. A copy of any amendment shall be provided to the Owners within thirty (30) days after same is executed and all necessary consents (if any) are obtained.

(c) No amendment may remove, revoke, or modify any right or privilege of Developer without the written consent of Developer, or the assignee of such right or privilege.

[Attestation follows]

LUCAYA LAKE CLUB HOMEOWNERS ASSOCIATION, INC.

ATTESTATION

IN WITNESS WHEREOF, the undersigned has signed this document for the purpose of authenticating it as the Bylaws of Lucaya Lake Club Homeowners Association, Inc., a Florida corporation not for profit, as adopted by its Board of Directors, this 9th day of May, 2014.

**LUCAYA LAKE CLUB
HOMEOWNERS ASSOCIATION, INC.,**
a Florida corporation not for profit

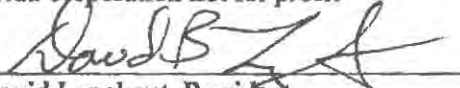
By: 
David Langhout, President

Exhibit D - Potential Lands to be Annexed

The East 1/2 of the Northwest 1/4; LESS the West 340.92 feet thereof; AND the West 1/2 of the Northeast 1/4; LESS the North 50.00 feet thereof for road right-of-way, lying in Section 4, Township 31 South, Range 20 East, Hillsborough County, Florida.

AND

The West 1/2 of the Northwest 1/4; and the West 340.92 feet of the East 1/2 of the Northwest 1/4; LESS the North 50.00 feet and the West 36.00 feet thereof for road right-of-way, lying in Section 4, Township 31 South, Range 20 East, Hillsborough County, Florida.

AND

The North 1/2 of the Northeast 1/4; and the East 506.00 feet of the Northeast 1/4 of the Northwest 1/4; LESS the North 50.00 feet and the East 36.00 feet for road right-of-way, lying in Section 5, Township 31 South, Range 20 East, Hillsborough County, Florida.

Less and except that portion of the above-described Potential Lands to be Annexed, which are hereby submitted to this Declaration and more particularly described on Exhibit A of this Declaration.

Prepared by and return to:

Jessica Paz Mahoney, Esq.
FELDMAN & MAHONEY, P.A.
2240 Belleair Road
Suite 210
Clearwater, FL 33764

INSTRUMENT #: 2021141356
03/22/2021 at 03:13:12 PM
Deputy Clerk: SMARGESON
Cindy Stuart, Clerk of the Circuit
Court Hillsborough County

Recording cross reference:
O.R. Book 22724, Page 491
O.R. Book 25218, Page 1059

**SECOND AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS FOR
LUCAYA LAKE CLUB**

THIS SECOND AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR LUCAYA LAKE CLUB (“Amendment”) is made on March 22, 2021, by **OK RHODINE ROAD LLC**, a Florida limited liability company (“**Developer**”) with reference to the following facts:

WITNESSETH:

WHEREAS, Developer is the “Developer” under that certain Declaration of Covenants, Conditions, and Restrictions for Lucaya Lake Club, recorded in Official Records Book 22724, Page 491, et seq., of the Public Records of Hillsborough County, Florida (as supplemented and amended, collectively, the “**Declaration**”); and

WHEREAS, pursuant to Article IX, Section 1 of the Declaration, prior to Turnover, Developer shall have the right to unilaterally amend the Declaration for any purpose, except as prohibited by applicable law, without the joinder or consent of any other party; and

WHEREAS, as of the date of this Amendment, Turnover has not occurred, and Developer desires to amend the Declaration, as more specifically set forth in this Amendment.

NOW, THEREFORE, Developer hereby amends the Declaration in the following respect and declares that all of the Property shall be held, sold and conveyed subject to the terms and conditions of the Declaration, as amended hereby (Words in the text which are lined through () indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text.):

1. Governing Documents; Bylaws. Pursuant to Article X, Section 5(b) of the Bylaws, the Developer adopted the First Amendment to the Bylaws as of January 15, 2021. Attached to this Amendment as **Schedule 1** is a copy of the First Amendment to the Bylaws, which is hereby added to **Exhibit C** of the Declaration and constitutes part **Exhibit C** of the Declaration.

2. Neighborhood Committee. Article I, Section 2.cc. of the Declaration is hereby amended as follows:

“Neighborhood Committee” means and refers to a committee of at least three (3) individuals who are owners Owners ~~or occupants~~ of a Lot within a Neighborhood who shall advise the Board of Directors on matters concerning Neighborhood Assessments. Neighborhood Committees shall have an odd number of members and shall be appointed or elected as provided in the Bylaws. Notwithstanding anything to the contrary in this Declaration, no Neighborhood Committee shall be appointed or elected until Turnover.

3. Other Extensions. Article II, Section 4 of the Declaration is hereby amended as follows:

Other Extensions. The extension of the provisions of this Declaration to any lands other than as set forth above must be approved by at least ~~two-thirds (2/3)~~ fifty-one percent (51%) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose at which a quorum is present, and by Developer so long as Developer is a Member of the Association. Such extension shall become effective upon recording an amendment to this Declaration, executed by the Association and the Owners of all interests in lands to which the provisions of this Declaration are extended with the formalities from time to time required for a deed under the laws of the State of Florida.

4. Dedication. Article II, Section 6.b. of the Declaration is hereby amended as follows:

Dedication. The right of the Owner of the Common Areas, with the consent of the Developer if not the Owner of the Common Areas, to dedicate or transfer all or portions of the Common Areas or interests therein to any public agency, authority, or utility. Any dedication or transfer made by Developer as part of the Work or prior to Turnover shall not require the approval of the Members or the Association. The park (the “Park”) identified as Tract D, Lucaya Lake Club Phase 1, according to the plat thereof recorded in Plat Book 123, Page 124, of the Public Records, may transferred, dedicated and otherwise conveyed by the Association to the CDD with the approval of the Board and the approval of Board of Supervisions of the CDD and such transfer, dedication and conveyance of the Park shall not require approval of the Developer or the Members. Any other dedication or transfer must be approved by at least ~~two-thirds (2/3)~~ fifty-one percent (51%) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose at which a quorum is present, and must be evidenced by a recorded certificate of the Association executed by the Association with the formalities from time to time required for a deed under the laws of the State of Florida.

5. Property Boundary Buffer. Article II, Section 8 of the Declaration is hereby amended as follows:

Property Boundary Buffer. As part of the Work, Developer or a Builder may construct privacy fence(s), wall(s) and/or landscaped buffer(s) across some of the Lots, ~~and/or~~ on portions of the Common Areas and/or on property owned by the CDD, to separate

the Property or portions thereof from adjoining portions of the Property, right-of-ways or other properties (as applicable, collectively, the "**Property Boundary Buffer**").

- a. Perimeter Property Boundary Buffer. The CDD owns the PVC fence, pre-cast concrete wall and associated landscape buffer improvements constituting the Property Boundary Buffer located around the outer perimeter of the Development (collectively, the "**Perimeter Property Boundary Buffer**").
- b. Interior Property Boundary Buffer. The Association owns the PVC privacy fences installed by the Builder along the back of the following Lots: (i) Lots 1 through 18 (along the side of Lot 18), Block I, Lots 1 through 31, Block K, Lots 1 through 15, Block L and Lots 1 through 10, Block M, Lucaya Lake Club Phase 3, according to the plat thereof recorded in Plat Book 131, Page 262 of the Public Records; (ii) Lots 17 through 29, Block L, Lots 30 through 40, Block M, Lots 1 through 10, Block R, Lots 16 through 24, Block R and Lots 1 through 7, Block S, Lucaya Lake Club Phase 4A, according to the plat thereof recorded in Plat Book 134, Page 261 of the Public Records; (iii) Lot 16, Block L, Lots 13 through 29, Block M, Lots 13 through 18, Block S, Lucaya Lake Club Phase 4C recorded in Plat Book 135, Page 1 of the Public Records; and (iv) Lots 55 through 78, Lucaya Lake Club Townhomes Phase 2B, according to the plat thereof recorded in Plat Book 133, Page 272 of the Public Records (collectively, the "**Interior Property Boundary Buffer**").
- c. Maintenance of Property Boundary Buffer. Lot Owners and/or the Association shall maintain, repair and replace the Property Boundary Buffer as required by this section, except for the portion of the Perimeter Property Boundary Buffer maintained by the CDD, as expressly provided below in subsection e. below. Owners of Lots adjacent to any tract containing the Property Boundary Buffer, or of Lots on which any portion of the Property Boundary Buffer is located, shall be obligated to maintain, at such Lot Owner's cost and expense, the interior of such Property Boundary Buffer facing such Owner's Lot, and the Association shall maintain the exterior of the Perimeter Property Boundary Buffer; and replace the Property Boundary Buffer as required. If any Lot Owner fails to maintain any portion of the Property Boundary Buffer that it is required to maintain, then the Association shall have the right to perform such maintenance at the Owner's expense. All such costs shall be charged to the Owner as a Specific Assessment. If both the Owner and the Association fail to maintain any portion of the Perimeter Property Boundary Buffer, then the CDD shall have the right (without obligation) to maintain such portions of the Perimeter Property Boundary Buffer at the Association's expense. All such Association expenses shall be charged to the Owner as a Specific Assessment, if resulting from Owner's failure to perform its maintenance obligations set forth herein.
- d. Easements for Improvements and Maintenance. All Lots adjacent to any Property Boundary Buffer or upon which portions of the Property Boundary Buffer are located, are subject to an exclusive perpetual easement for the location of the Property Boundary Buffer. All such Lots are also subject to

easements to the Association and the CDD (with respect to the Perimeter Property Boundary Buffer) for the maintenance, repair and replacement of the Property Boundary Buffer and the landscaping associated therewith including the landscaped portion thereof (if any), which may be exercised by the Association or the CDD (as applicable) as provided in this section. ~~if the Lot Owner fails to properly maintain the Property Boundary Buffer as hereinafter provided. Owners of Lots adjacent to any Property Boundary Buffer, or of Lots on which any portion of the Property Boundary Buffer are located, shall be obligated to maintain, at such Lot Owner's cost and expense, the interior of such Property Boundary Buffer facing such Owner's Lot, and the Association shall maintain the exterior of the Property Boundary Buffer, and replace the Property Boundary Buffer as required.~~

- e. CDD Maintenance. Notwithstanding anything to the contrary in this section, Owners and the Association shall not be required to maintain any portion of the Perimeter Property Boundary Buffer comprised of the pre-cast concrete wall and associated landscaping exterior to the pre-cast concrete wall from Lots along Rhodine Road or Summerfield Boulevard, or which is located entirely within a tract owned by the CDD if such tract does not abut Lots or Common Area. No Owner may physically attach anything to any wall or fence owned by the CDD. No Owner may physically place any landscaping, fence, or any other structure on property owned by the CDD without the CDD's prior written consent, which consent at the CDD's sole discretion may take the form of a revocable license agreement. Planting of any vines or vegetation that will grow onto the CDD's pre-cast concrete wall or vinyl fence is prohibited.

6. Residential Use. Article III, Section 1 of the Declaration is hereby amended as follows:

Residential Use. Each Lot and the buildings constructed therein shall be used for single family residential purposes only, and no group foster care homes, day care homes or community residential homes are permitted. Only one (1) single family dwelling may be constructed on each Lot. No trade, business, commercial activity or profession may be conducted in, on, or from any Lot. The foregoing does not prohibit a "home office" within a Residential Unit, provided that: (a) no work or service that is conducted on the Lot ~~that~~ can be seen or heard outside of the Residential Unit; (b) there is not a material increase in traffic to and from the Lot; and (c) no one other than the Owner or lawful occupants of the Residential Unit shall regularly work at or visit the "home office" for business purposes. The letting, renting, or leasing of Residential Units for non-transient residential purposes shall not constitute a trade or business.

7. Conveyance of Waterbodies and Wetlands. Article III, Section 7.b of the Declaration is hereby amended as follows:

Conveyance of Water Bodies and Wetlands. Developer expressly reserves the right to convey to the Association or the CDD, or any other Person, fee simple title to the ponds, lakes, marshes and other wetlands, situated within the Property (excluding any portion thereof located within an Owner's Lot), and ~~to~~ reserves unto Developer, and its successors

in title to the ponds, lakes, marshes and other wetlands or the Association, the right to grant to Owners of Lots abutting any pond or lake, an easement for purposes of constructing a dock, subject to any applicable Dock Permit (as defined below in this section), and/or to require a shared dock easement or agreement between Owners sharing a dock, as described in sub-subsection (ii)(4) below of this Section 7.b. Dock placement and design must comply with the Lake Lucaya Master Dock Plan and must be approved by the Design Review Committee and the CDD. Construction may not commence until written approval is received from the CDD. Any such conveyance may, among other things, regulate, limit and/or restrict the rights of Owner's to use of the ponds, lakes, marshes or wetlands located within the Property. In addition to the covenants and restrictions in this Section 7, the Developer established that certain Declaration of Dock Easement, Covenants and Restrictions for Lake Lucaya, Hillsborough County, Florida, recorded in O.R. Book 24168, Page 794, together with joinder thereto recorded in O.R. Book 24292, Page 290, supplement thereto recorded in O.R. Book 24459, Page 1947, joinder thereto recorded in O.R. Book 24498, Page 1314, joinder thereto recorded in O.R. Book 24498, Page 1316, corrective supplemental declaration thereto recorded in O.R. Book 24512, Page 388, joinder thereto recorded in O.R. Book 24512, Page 394, joinder thereto recorded in O.R. Book 24615, Page 812, supplement thereto recorded in O.R. Book 25586, Page 137, and supplement thereto recorded in O.R. Book 26846, Page 568, all of the Public Records, By acceptance of title to a Lot, each Lot Owner acknowledges that use of the ponds, lakes, marshes and other wetlands by any Owner, for any purpose, is not warranted or guaranteed. Furthermore, the owner of the ponds, lakes, marshes and other wetlands, from time to time, shall have the right to promulgate rules and regulations regarding the use thereof. Notwithstanding the foregoing, for the safety and welfare of all Owners and other Persons present within the Property, Developer hereby grants the following uses in, and restricts and limits each Owner's right to use the ponds and lakes in accordance with this sub-subsection.

8. Use of Ponds and Lakes; Docks and Boats.

(a) Article III, Section 7.b.ii.(3) of the Declaration is hereby amended as follows:

Except for any approved personal watercraft motorized boats of the Owner of a Lot abutting Lake Lucaya, which may include no motorized watercraft, including all personal watercraft (as hereinafter defined) are permitted on Lake Lucaya ski boats but no jet skis or wave runners), subject to the Lake Guidelines. Owners of Lots that do not abut Lake Lucaya may only launch canoes or kayaks from Common Docks, subject to applicable Lake Rules, and no type of watercraft shall be stored by any Person on the shore of any pond or lake, or on any Common Dock. As used herein, "personal watercraft" means a vessel less than sixteen (16) feet in length, which uses an inboard motor powering a water jet pump as its primary source of motive power and which is designed to be operated by a person sitting, standing, or kneeling on the vessel, rather than in the conventional manner of sitting or standing inside the vessel.

(b) Article III, Section 7.b.ii.(5) of the Declaration is hereby amended as follows:

Owners of Lots abutting a pond or lake shall not construct any seawall or retaining wall

along the boundary of their Lot or the pond, lake, marsh or wetland unless expressly ~~permitted~~ approved by the Design Review Committee with written approval first obtained from the CDD, SWFWMD and any other appropriate government agencies prior to the commencement of the project. The CDD owns the lake, pond, lake, marsh or wetland banks between the privately-owned lots and Common Areas to the waterline. No alterations to the banks or shore are allowed other than approved docks on Lake Lucaya or the builder-installed turf and irrigation systems. All alterations/repairs to the lake, pond, lake, marsh or wetland banks must have the written approval of the CDD and required permits prior to commencing work.

(c) Article III, Section 7.b.ii.(6) of the Declaration is hereby amended as follows:

Owners of Lots abutting Lake Lucaya shall be required to register any ~~personal~~ watercraft maintained by such Owner with the Association or the CDD, as may be required by the Design Review Guidelines and/or the Lake Rules, and may be required to pay an annual registration fee in connection therewith, in accordance with the Design Review Guidelines and/or the Lake Rules, from time to time. All other Owners must register canoes and kayaks in accordance with this paragraph.

(d) Article III, Section 7.b.ii.e. of the Declaration is hereby amended as follows:

Disclaimer. Neither Developer, nor the Association or the CDD, makes any warranties, representations or guaranties regarding the ponds, lakes, marshes and wetlands within or adjacent to the Development: (i) as to the use or fitness of the ponds, lakes, marshes or wetlands for a particular purpose, (ii) that the use of any ponds, lakes, marshes or wetlands may or may not be restricted or prohibited in the future, (iii) as to the water quality of any ponds, lakes, marshes or wetlands, (iv) that pond, lake, marsh or wetland levels will be maintained at any particular level, or that the elevation of such waters will remain the same, (v) that the view from any Lots abutting any ponds, lakes or wetlands will be maintained, remain unchanged or unobstructed, or (vi) that Common Docks will be provided or maintained, or that any ~~personal~~ watercraft will be approved, for use in any ponds or lakes. Neither Developer, nor the Association or the CDD, makes any assurance or assumes any responsibility as to personal injury or death that may arise from residing adjacent to a pond, lake, marsh or wetland within or adjacent to the Development.

(e) Article III, Section 7.f. of the Declaration is hereby amended as follows:

Amendment of this Section. Notwithstanding any provision to the contrary in this Declaration, except for an amendment by the Developer prior to Turnover, this Section 7 shall only be amended by the approval of at least ~~two-thirds (2/3)~~ fifty-one percent (51%) of the votes of those Members who are Owners of Lots abutting Lake Lucaya, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum of the voting Members who are Owners of Lots abutting Lake Lucaya are present, and by Developer so long as Developer is a Member of the Association.

9. Fences and Walls.

(a) Article III, Section 9.a. of the Declaration is hereby amended as follows:

General. Except as to items initially approved by the Developer, no fences or walls of any kind shall be placed or installed on the Property without the written approval of the Design Review Committee, and CDD, as applicable, for the Perimeter Property Boundary Buffer or if placement or installation is proposed on property owned by the CDD. The foregoing includes the right to regulate the size, location, style and color of all fences and walls, and to require styles and colors compatible with other fences and improvements. Hedges or dense vegetation are encouraged as a preferred method for privacy screening, subject to approval as required by Article VIII of this Declaration. Chain link or other forms of wire fences shall not be permitted. In any event, no fences or walls will be permitted within any Conservation Areas or in a location that will prevent the Developer's, the CDD's or the Association's use, as applicable, of access easements granted in this Declaration, by recorded instrument, or on any Plat for the purpose of accessing the Conservation Areas, any portion of the Surface Water Management System, or any ponds, lakes, marshes or wetlands, whether part of the Surface Water Management System or otherwise.

(b) Article III, Section 9.b. of the Declaration is hereby amended as follows:

Property Boundary Buffer. Without the prior written approval of the Developer (or the Association, after Turnover) and the CDD, the Perimeter Property Boundary Buffer, as described in Article II, Section 8 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property. Without the prior written approval of the Developer (or the Association, after Turnover), the Interior Property Boundary Buffer, as described in Article II, Section 8 hereof, may not be removed, altered or modified in any manner whatsoever nor used for any purpose except to provide privacy to the Property.

(c) Article III, Section 9.c. of the Declaration is hereby amended as follows:

Preservation of Easement Rights. Specific reference is made to the easements shown on the Plat and those granted or reserved in this Declaration. No fence, wall, or other improvement that interferes with exercise of these easement rights may be constructed, installed or maintained in these easement areas except by the Developer. Any improvements or landscaping, other than improvements and/or landscaping constituting the Property Boundary Buffer, located in these easement areas are subject to removal at the expense of the Owner of the Lot when requested by Developer, the Association, the CDD, or the grantee of the easement.

10. Parking Restrictions and Garages.

(a) Parking. Article III, Section 11.a. of the Declaration is hereby re-worded for clarification purposes, and amended as follows:

Parking. With the exception of functional passenger automobiles, vans, motorcycles, and non-commercial trucks of one (1) ton capacity or less (collectively "Permitted Vehicles"), which may be parked in the garage or driveway of the Residential Unit, or in any approved parking areas on the Lot, No no vehicle, boat watercraft, mobile home, or trailer may be parked, stored, or repaired anywhere within the Property. except that functional passenger automobiles, vans, motorcycles, and non-commercial trucks of one (1) ton capacity or less may be parked in the garage or driveway of the Residential Unit, or in any approved parking areas on the Lot. Boats, trailers, motor homes, recreational vehicles and other vehicles that are not Permitted Vehicles may be regularly parked only in the garage of a Residential Unit, or other such other areas as may be expressly permitted pursuant to Section 7 above, if at all. No parking places may be constructed on any Lot, except as constructed in accordance with plans and specifications approved by Developer, or as may be approved by the Design Review Committee after the Developer no longer reserves the right of architectural approval as provided in Article VIII, Section 1.b. of this Declaration. Commercial vehicles or any Permitted Vehicles with advertising thereon shall not be parked within public view on a regular basis. Streets within the Property shall not be regularly used for parking. The Association may enforce the foregoing restrictions in any lawful manner, including the adoption of Rules and the imposition of reasonable, uniform fines for willful or repeated violations. Nothing in this subsection prohibits the emergency repair or servicing of Permitted Vehicles, so long as such repair or servicing is completed within forty-eight (48) hours, or the occasional parking of vehicles by delivery personnel or guests of Owners in a manner not complying with this subsection.

- (b) Garages. Article III, Section 11.b. of the Declaration is hereby amended for clarification purposes as follows:

Garages. All Residential Units must be constructed with a garage, which shall contain at least two (2) standard sized parking places usable for parking vehicles, except for Residential Units, which that are townhomes, which shall be permitted to be constructed with a garage that contains one (1) standard size parking place usable for parking a vehicle. All garages must have electric door openers which shall be maintained in a useful condition and shall be kept closed when not in use. No garage shall be permanently enclosed or converted to another use.

- (c) Driveways. Article III, Section 11.c. of the Declaration is hereby amended as follows:

Driveways. All improved Lots shall have a paved driveway constructed of a material approved by the Developer as part of the plans and specifications for the Residential Unit, or as may be approved by the Design Review Committee after the Developer no longer reserves the right of architectural approval as provided in Article VIII, Section 1.b. of this Declaration.

11. Antenna Systems. Article III, Section 12 of the Declaration is hereby amended as follows:

Antenna Systems. No antennas, masts, towers, poles, aerials, satellite dishes, or similar appurtenances shall be erected, constructed, or maintained on the exterior of any

Residential Unit or Lot, except that one satellite dish of one (1) meter or less may be installed, subject to reasonable Architectural Criteria ~~established by the Developer~~ and reviewed by the Design Review Committee regarding location and screening which do not unreasonably interfere with signal reception.

12. Lease Requirements. Article III, Section 13.b. of the Declaration is hereby amended as follows:

Lease Requirements. All rentals of Residential Units shall be documented by a written lease which shall set forth, among other things, the address of the Residential Unit, the name(s) of the tenants, the lease commencement date, and the term. A copy of the fully executed lease shall be delivered by the Owner to the Secretary of the Association within five (5) business days of the full execution of such lease. Rentals of less than twelve (12) months in duration, or the operation of a rooming house, hostel, or hotel, shall be deemed to be a commercial use for purposes of enforcement of this Declaration, and are prohibited. The tenants who are occupying a Residential Unit pursuant to a written lease shall be permitted to use the Common Areas during the lease term, provided that (i) the tenants comply with any and all policies, and Rules of the Association, and (ii) the Owner assigns to such tenant and relinquishes Owner's right to use the Common Areas during the lease term. Sub-leasing is strictly prohibited, and the tenant under any lease must be the occupant of the Residential Unit.

13. Storage of Fuel Tanks, Garbage and Trash Receptacles Article III, Section 15 of the Declaration is hereby amended as follows:

Storage of Fuel Tanks, Garbage and Trash Receptacles. All above ground tanks, cylinders or containers for the storage of liquefied petroleum, gas or other fuels, garbage or trash, which have been approved for installation pursuant to Section 2 or 4 above, must be located inside of Residential Units or within side or rear yards and must be screened from view from adjacent Lots and the adjacent streets. Except for regular collection and disposal, no rubbish, trash, garbage, or other waste material or accumulations shall be kept, stored, or permitted anywhere within a Lot, except inside the Residential Unit, or in refuse containers concealed from view. All trash, garbage and refuse shall be placed for pickup not earlier than the evening preceding pickup, and all containers for garbage and refuse shall be returned no later than the evening of pickup to their normal, hidden location. Except for normal construction debris on any Lot during the course of construction of the Residential Units, no ~~weeds~~ landscaping waste, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of the Property.

14. Renewable Resource Devices. Article III, Section 17 of the Declaration is hereby amended as follows:

Renewable Resource Devices. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels, rain collection devices); provided, however, such devices shall be installed only in accordance with the reasonable standards adopted from time to time by the Design Review Committee and with such Committee's approval. Such devices may not be

installed on the portion of the roof of a Residential Unit facing the street. The standards shall be reasonably calculated to maintain the aesthetic integrity of the Property without making the cost of the aforesaid devices prohibitively expensive.

15. Signs, Banners, Flags and Mailboxes. Article III, Section 19 of the Declaration is hereby amended as follows:

Signs, Banners, Flags, and Mailboxes. No sign of any kind shall be placed in the Common Area except by or with the approval of the Developer or the Board. No sign of any kind shall be displayed to public view within any Lot, except (a) customary address signs; (b) a lawn sign of not more than four (4) square feet in size advertising a Lot for sale or rent, which complies with the requirements of the Design Review Committee, and (c) a sign no more than one (1) square foot in size provided by a contractor for security services located within ten (10) feet of any entrance to the Residential Unit on such Lot. All signs permitted by this subsection must be approved by the Developer (as to initial construction or address signs) or the Design Review Committee. One (1) flag of the United States of America may be displayed on each Lot in accordance with the Rules or the Design Review Guidelines. No banners or other flags may be displayed on a Lot, except as permitted by the Design Review Committee. ~~The size, design and color of all mailboxes and the supporting structures must be approved by the Developer or the Design Review Committee and must comply with United States Postal Service regulations. Developer or the Design Review Committee may establish a uniform type of mailbox and supporting structure (including size, design and color) for use within the Property or a specific Neighborhood, in which event only such uniform mailboxes shall be permitted within such portion of the Property. It is the responsibility of the Owner of each Lot to purchase and maintain its mailbox in an "as new" condition, and replace it as necessary with a mailbox approved by the Design Review Committee. The Design Review Guidelines may provide for the supporting structure of mailboxes on certain Lots to be shared by and between adjacent Lot Owners ("Shared Mailboxes"). Maintenance, repair and replacement of any Shared Mailboxes shall be the joint and several responsibility of the Owners of the Lots sharing any such Shared Mailboxes. Each such Owner, and both Owners jointly and severally, shall be liable and responsible if, in connection with any such Owner's use and maintenance of, or failure to maintain, the Shared Mailboxes, the Owners, or any one of them, damages the Shared Mailboxes. The applicable Owners of any Shared Mailboxes shall share equally in the cost of any maintenance, repair or replacement of the Shared Mailboxes. Each Owner grants to the Owner of the adjacent Lot an easement to use, maintain, repair and replace the Shared Mailboxes between them, if applicable. The Association shall have the right (without obligation) to maintain, repair or replace any mailboxes in the event the applicable Lot Owner(s) fail to do so, and to assess such Owner(s) for the cost thereof as a Specific Assessment.~~ As part of the Work, the Developer constructed communal mailbox kiosks within the Property as required by the County and the United States Postal Service (the "Mailbox Kiosks"). The Association shall maintain the Mailbox Kiosks in accordance with the standards for Common Area set forth in Article V, Section 1.a. of this Declaration, which shall be a common expense of the Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration.

16. Article V, Section 1.e.ii. of the Declaration is amended and restated as follows:

For so long as Developer owns any of the ponds, lakes and ground wells within the Property, Developer grants to the Association a revocable license to use the water drawn from the ponds, lakes or ground wells within the Property and supplied to the Association for the purpose of irrigating the above described landscaped areas, subject to applicable permits and the rights of the Developer. ~~The Developer shall have the sole right to allocate the usage of the water among itself, the Association and others.~~

17. Annual Maintenance Assessment Amount. Article VI, Section 3.b. of the Declaration is hereby amended as follows:

Amount. The Developer shall establish the initial Annual Maintenance Assessment in effect upon the recording of this Declaration. At least sixty (60) days prior to the end of each fiscal year, commencing with the fiscal year beginning January 1 immediately following the recording date of this Declaration, the Board shall prepare a budget of the estimated common expenses of the Association for the following fiscal year, which may include (without limitation), insurance, utilities, taxes, professional fees, repairs, reserves, maintenance and other operating expenses, and capital improvement budget items approved by the Board. The Board shall establish the amount of the Annual Maintenance Assessment for the following fiscal year to meet the projected financial needs of the Association as set forth in the budget for said fiscal year. The Board shall send a copy of the applicable budget, together with notice of the amount of the Annual Maintenance Assessments to be levied pursuant to such budget, to each Lot Owner at least thirty (30) days before the fiscal year begins. The Board shall determine the date of commencement, the amount of the assessments, and any payment schedule for each fiscal year. Unless later changed by the Board of Directors, the Annual Maintenance Assessments shall be paid in advance in four (4) equal quarterly installments. The Board of Directors' determination as to the amount of the Annual Maintenance Assessment and manner of collection shall be dispositive; provided, however, that the Annual Maintenance Assessment may not be increased by more than fifteen percent (15%) above the Annual Maintenance Assessment for the previous year unless approved by at least ~~two-thirds (2/3)~~ fifty-one percent (51%) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present. If the Board fails for any reason to determine a budget for any fiscal year, or if the increase in any Annual Maintenance Assessment in excess of fifteen percent (15%) above the previous year is not approved as required above, then the budget and assessments most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust assessments subject to the same requirements set forth above for the initial adoption of each annual budget. The Board shall prepare or cause to be prepared a roster of the Owners and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Member during normal business hours in accordance with Section 720.303, Florida Statutes.

18. Subordination of Lien. Article V, Section 15 of the Declaration is hereby amended as follows:

Subordination of Lien. The lien for the assessments provided in this Article is subordinate to the lien of any First Mortgage, unless the Association's lien was recorded prior to the recording of the Mortgage. ~~Sale or transfer of any portion of the Property does not affect the assessment lien, except that the sale or transfer pursuant to a First Mortgage foreclosure or any proceeding or conveyance in lieu thereof, extinguishes the assessment lien as to payment that became due before such sale or transfer, unless such assessment was secured by a claim of lien for assessments that is recorded prior to recording of said First Mortgage.~~ The lien for assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide First Mortgage held by a lender, in which event, the acquirer of title, its successors and assigns, shall be liable for assessments which became due prior to such sale or transfer to the extent provided in Section 720.3085, Florida Statutes (2019). Any assessment extinguished by the foreclosure of a First Mortgage or conveyance in lieu thereof, shall be deemed to be an expense of the Association collectible from all Owners (including the foreclosing First Mortgagee) in accordance with the Association's normal assessment procedures; provided, however, nothing herein contained shall be construed as releasing the party liable for any delinquent assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. No such sale or transfer relieves such portion of the Property from liability for assessments thereafter becoming due, or from the Association's lien. The Association shall report to any First Mortgagee any assessments remaining unpaid for more than thirty (30) days and shall give such First Mortgagee thirty (30) days in which to cure such delinquency before instituting foreclosure proceedings, provided the First Mortgagee has given the Association written notice of its mortgage, designating by a proper legal description the portion of the Property encumbered and stating the address to which notices shall be given. Nothing herein shall be construed to impose on the First Mortgagee any duty to collect assessments.

19. Maintenance. Article VII, Section 1 is hereby amended as follows:

Maintenance. In addition to any other express maintenance obligation of the Owners under this Declaration, each Owner at such Owner's expense, shall maintain in good order and repair and keep in a safe, clean, attractive and sanitary condition, all portions of his or her Lot, and the improvements located thereon, or adjacent thereto, to and including the extent interior of the Property Boundary Buffer. Each Owner of a Lot on which improvements have been constructed shall maintain the lawn and other landscaped areas located in the public right-of-way or Common Areas, if any, between such Owner's Lot boundary and the paved portion of the street in a neat and attractive condition. Landscape maintenance shall include regular lawn mowing, fertilizing, pest control, irrigation, edging, replacement of street trees, and repair and/or replacement of sidewalks abutting such Owner's Lot. Each Owner of a Lot abutting Lake Lucaya (also known as Tract "J," according to the plat of Lucaya Lake Club, as recorded in Plat Book 123, Pages 124 through 135, inclusive, of the Public Records of Hillsborough County, Florida) a pond, lake, marsh or wetland, shall have the following obligations

with respect to the shoreline of Lake Lucaya ~~the pond, lake, marsh or wetland~~, from the rear or sideyard boundary of such Owner's Lot to the water line of such pond, lake marsh or wetland, as applicable: (i) to clean and keep such area free of litter and debris, (ii) to exercise and maintain appropriate erosion control methods (including rip-rap and plantings, if necessary, or as required by the SWFWMD Permit, CDD, the Association's Rules and/or the Design Review Guidelines, as applicable), and (iii) to maintain, irrigate, mow, weed, ~~fertilize~~ and conduct such other routine maintenance of the lawn, landscaping and landscape materials, in accordance with the SWFWMD Permit, the Rules of the Association and/or the Design Review Guidelines, as applicable, from time to time (collectively, the "Shoreline Maintenance Obligations"). ~~If the area between the rear of an Owner's Lot and the water line of is required to be maintained in its natural condition with native plant material, then such~~ If any portion of the shoreline of a pond, lake, marsh or wetland lies within a Lot, then the Owner of such Lot shall have the Shoreline Maintenance Obligations with respect to the portion of the shoreline of the pond, lake, marsh or wetland with lies within such Owner's Lot. Owners shall not plant any non-native landscaping or landscape materials, ~~in such area~~ or remove or alter any native plant material, ~~from such area~~ the shoreline of any pond, lake, marsh or wetland, unless permitted by the Design Review Committee, CDD, the SWFWMD Permit, and any applicable County requirements and criteria. All cleaning and maintenance by Owners of Lots ~~abutting a pond, lake, marsh or wetland~~, required by this section, shall be conducted in accordance with and subject to the requirements and limitations set forth in the Design Review Guidelines, the Association's Rules, CDD, the SWFWMD Permit, and any applicable County requirements and criteria.

20. Design Review Committee. Article VIII, Section 1.c. of the Declaration is hereby amended as follows:

Design Review Committee. The Developer, or the Association following assignment to the Association pursuant to subsection b. above, shall appoint a standing committee identified as the Design Review Committee, composed at least of three (3) or more odd number of persons ~~who need not be Owners~~ to review and approve or deny all initial or new improvements on any Lots and all alterations, additions, renovations or reconstruction of any improvements on a Lot previously approved by the Developer. The persons appointed to the Design Review Committee by the Developer need not be Owners. Following assignment to the Association pursuant to subsection b. above, the individuals appointed to the Design Review Committee shall be Owners or spouses of Owners, or non-Owners who are licensed architects or professional engineers. The Design Review Committee does not have the authority to approve matters contrary to the provisions of this Declaration or the Architectural Criteria or to approve matters disapproved by the Developer. Refusal to approve any new improvements or any alterations, additions or other modifications may be based on any grounds, including purely aesthetic ones, which in the sole discretion of the Design Review Committee are deemed sufficient. Any change in the exterior appearance of any building, wall, fence or other structure or improvements, and any change in the appearance of landscaping, shall be deemed an alteration requiring approval; provided, however, that temporary lights, flags and other decorations, customary for holidays, shall not require approval hereunder (but may be regulated as to quantity, nature, hours of operation, and how long they may remain in place pursuant to the Rules or the Design Review Guidelines).

Because each situation is unique, in approving or disapproving requests submitted to it hereunder the Design Review Committee may vary its standards among the various portions of the Property to reflect differing characteristics. Accordingly, approval or disapproval of a request pertaining to one Lot shall not serve as precedent for a similar request from an Owner of another Lot where there are relevant characteristics distinguishing one from the other.

21. Amendments. Article IX, Section 2 of the Declaration is hereby amended as follows:

By Association. This Declaration may be amended by the Association, from time to time, with the approval of at least ~~two-thirds (2/3)~~ fifty-one percent (51%) of the votes of the Members, present in person or by proxy, at a meeting duly convened for such purpose, at which a quorum is present; provided, that prior to Turnover, any amendment of this Declaration by the Association shall require the prior written consent of Developer.

22. Other Sanctions. Article X, Section 2.b.vi. of the Declaration is hereby amended as follows:

enter the property and exercise self-help to remove or cure a violating condition if an Owner fails to take action pursuant to subsection 2.b.v. above within ~~ten (10)~~ fourteen (14) business days after receipt of written notice to do so, and any such entry shall not be deemed a trespass; or

23. Term and Renewal. Article XI, Section 1 of the Declaration is hereby amended as follows:

Term and Renewal. The provisions of this Declaration shall run with and be binding on the Property, and all other lands to which it may hereafter be extended as provided herein, and shall be binding on all Persons having any right, title, or interest therein, their respective heirs, successors, and assigns and shall inure to the benefit of and be enforceable by the Developer, the Association or any Owner, their respective heirs, successors, and assigns, for a period of thirty (30) years from the date this Declaration is recorded, whereupon these provisions shall be extended automatically for successive renewal periods of ten (10) years each, unless Members representing at least ~~two-thirds (2/3)~~ fifty-one percent (51%) of the total votes of the Association elect not to reimpose this Declaration as evidenced by an instrument executed by such Owners and recorded in the Public Records during the six (6) month-period immediately preceding the beginning of any renewal period.

24. Capitalized Terms; Effect of Amendment. Any capitalized terms used in this Amendment, which are not defined herein, shall have the meanings ascribed to them in the Declaration. Except as expressly modified by this Amendment, the Declaration shall remain unmodified and unamended, and Declarant hereby ratifies and reaffirms the same.

[Signature page follows.]

IN WITNESS WHEREOF, Developer has executed this Amendment the date first stated above.

WITNESSES:


DEVELOPER:



Signature of Witness #1

JARED LYBERT

Typed/Printed Name of Witness #1

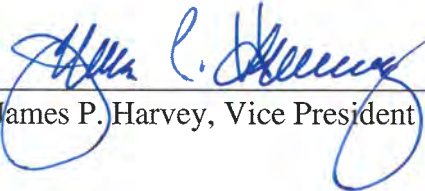


Signature of Witness #2

BRYON T. LoPRESTE

Typed/Printed Name of Witness #2


OK RHODINE ROAD LLC,
a Florida limited liability company

By: 

James P. Harvey, Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

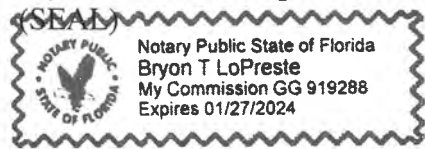
The foregoing instrument was acknowledged before me, by means of [] physical presence or [] online notarization, this 17th day of March, 2021, by James P. Harvey, as Vice President of OK Rhodine Road LLC, a Florida limited liability company, on behalf of the company. He is personally known to me.



Notary Public, State of Florida

BRYON T. LoPRESTE

Print Name
My Commission Expires: 01-27-24



Schedule 1 to Second Amendment
Copy of the First Amendment to Bylaws
[Attached on the following page.]

FIRST AMENDMENT TO THE BYLAWS

OF

LUCAYA LAKE CLUB HOMEOWNERS ASSOCIATION, INC.

Pursuant to Article X, Section 5(a), of the Bylaws of Lucaya Lake Club Homeowners Association, Inc., a Florida not for profit corporation, dated as of May 9, 2014 (the “Bylaws”), the undersigned, as the Developer, does hereby amend the Bylaws prior to Turnover as follows (words in the text which are lined through (——) indicate deletions from the present text; words in the text which are double-underlined indicate additions to the present text).

1. Article II, Section 12 of the Bylaws is hereby amended as follow:

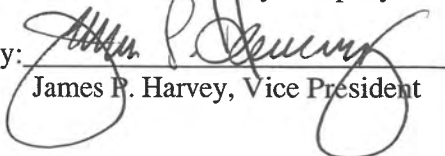
Quorum. Except as these Bylaws or the Declaration otherwise provide, the presence of Members in good standing in person or by proxy and entitled to cast at least ~~thirty percent (30%)~~ twenty-five percent (25%) of (a) the votes of each class, if such action must be approved by both classes, or (b) the Class A Members, if such action must be approved only by Class A Members, shall constitute a quorum. If the required quorum is not forthcoming, the Members present shall have the power to adjourn the meeting, from time to time as provided in Section 13 below, until the required quorum shall be present or represented.

Capitalized terms used in this amendment, which are not otherwise defined herein, shall have the meaning ascribed such terms in the Bylaws.

The foregoing is hereby adopted as the First Amendment to the Bylaws of Lucaya Lake Club Homeowners Association, Inc., a Florida not for profit corporation, effective as of January 15, 2021.

DEVELOPER:

OK RHODINE ROAD LLC,
a Florida limited liability company

By: 
James P. Harvey, Vice President

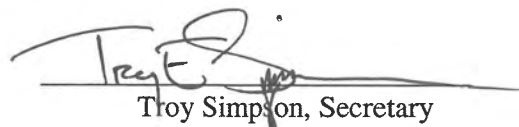
I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of Lucaya Lake Club Homeowners Association, Inc. a Florida not for profit corporation; and

That the foregoing amendment to the Bylaws constitutes the First Amendment to the Bylaws, as adopted by the Developer, prior to Turnover on January 15, 2021.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association on January 15, 2021.

[SEAL]


Troy Simpson, Secretary

Consideration: \$10.00
Documentary Stamps Paid: \$.70

INSTRUMENT#: 2016235955, O BK 24168
PG 794-801 06/17/2016 at 03:47:51 PM, DOC
TAX PD(F.S.201.02) \$0.70 DEPUTY CLERK:
PWATSON Pat Frank, Clerk of the Circuit
Court Hillsborough County

Prepared by and when
Recorded return to:

Jessica Paz Mahoney, Esq.
Feldman & Mahoney, P.A.
2240 Belleair Road, Suite 210
Clearwater, Florida 33764

Cross-reference: O.R. Book 22724, Page 491

**DECLARATION OF DOCK EASEMENT, COVENANTS
AND RESTRICTIONS FOR
LUCAYA LAKE
HILLSBOROUGH COUNTY, FLORIDA**

THIS DECLARATION OF DOCK EASEMENT, COVENANTS AND RESTRICTIONS (the “**Dock Easement Declaration**”) is made, executed, granted, imposed and declared this 14th day of June, 2016 by **OK RHODINE ROAD LLC**, a Florida limited liability company (“**Declarant**”) to and in favor of the Owners (as that term is defined below) of the Benefitted Lots (as defined below).

RECITALS

A. The term “**Benefitted Lot**” or “**Benefitted Lots**,” used in this Dock Easement Declaration, means the Lot or Lots described on Exhibit “A” attached hereto and incorporated herein by reference, or hereafter supplemented into this Dock Easement Declaration pursuant to Article IV below, which are located in the residential community commonly known as Lucaya Lake Club (the “**Community**”). The term “**Owner**” or “**Owners**,” used in this Dock Easement Declaration, means the first and each subsequent, fee simple record owner of a Benefitted Lot, other than the Declarant, Developer (as defined below) or a Builder.

B. The term “**Developer**” shall refer to Declarant, or any successor “Developer,” as defined in the Declaration of Covenants, Conditions and Restrictions for Lucaya Lake Club, recorded in O.R. Book 22724, Page 491, of the Public Records of Hillsborough County, Florida (as amended and supplemented from time to time, collectively, the “**Declaration**”).

C. Declarant is the fee simple record owner of **TRACT “J”**, LUCAYA LAKE CLUB PHASE 1A, per plat thereof recorded in Plat Book 123, Pages 124 through 135, inclusive, of the Public Records of Hillsborough County, Florida (the “**Lake**”).

D. Declarant, as Developer under the Declaration, has the right to grant and/or require Owners to enter into, easements concerning their personal dock or a shared dock, pursuant to Article III, Section 7 of the Declaration, the Lake Rules and the Design Guidelines.

E. The term “**Dock Structure**” used herein with respect to an individual dock (as described in Article III below) shall refer to a dock and related improvements constructed in the Lake consisting of, without limitation, a deck/walking surface (*i.e.*, boardwalk) on pilings and/or floatation devices, railings, roof over deck, outer boat lift pilings and boat lift, and related improvements, which is located adjacent to the rear boundary line of the Benefitted Lot, and which is subject to approval by the Design Review Committee in accordance with Article III, Section 7 of the Declaration. The term “**Dock Structure**” used herein with respect to a dock that includes a Shared Boardwalk (as defined below) shall refer to such Shared Boardwalk and any related Exclusive Improvements (as defined below) constructed in the Lake consisting of, without limitation, pilings and/or floatation devices, railings, roof over deck, outer boat lift pilings and boat lift, and related improvements, which is located adjacent to the rear boundary line of the Benefitted Lot, and which is subject to approval by the Design Review Committee in accordance with Article III, Section 7 of the Declaration.

F. Pursuant to Article III, Section 7 of the Declaration, the use, cost and expense of any personal dock to be shared by adjoining Lot Owners shall be shared pursuant to the Lake Rules or the Design Review Guidelines, and the Design Review Committee may require cost-sharing and/or easement agreements between adjoining Lot Owners sharing any personal dock.

G. This Dock Easement Declaration is made for the purpose of establishing such easements and agreements for shared responsibility, as described in these Recitals and as required by the Declaration.

H. Unless otherwise expressly defined herein capitalized terms used in this Dock Easement Declaration shall have the same meaning ascribed to those terms in the Declaration.

ARTICLE I **EASEMENT FOR DOCK STRUCTURE**

For \$10.00 and other valuable consideration, the receipt of which is hereby acknowledged, Declarant does hereby give, grant and convey to the Owner(s) of the Benefitted Lot(s) a perpetual non-exclusive easement (each, a “**Dock Easement**”) to own, maintain, repair and replace the Dock Structure adjacent to the Benefitted Lot at the location in the Lake where the Dock Structure is originally installed. The Dock Easement granted by this Article is on and over that portion of the Lake lying immediately under the Dock Structure in its originally installed location, and includes the right to own, maintain, repair and replace pilings on the bottom of the Lake at the locations where the original pilings supporting the Dock Structure are installed (the “**Dock Easement Area**”). Declarant shall have the right (but not the obligation) to record in the public records a notice (a “**Notice of Dock Easement Area**”) describing (by metes and bounds description or by means of a sketch) the Dock Easement Area, in order to provide future purchasers of the Benefitted Lot record notice of the Dock Easement Area covered by this Dock Easement. No party other than Declarant shall be required to join in, or consent to, the Notice of Dock Easement Area in order to make it effective and binding on the Owner or any mortgagee of the Benefitted Lot. The Dock Easement granted by this Article I shall be confined to each Dock Easement Area.

ARTICLE II
EASEMENT FOR OTHER DOCK ENCROACHMENTS

The Dock Structures may inadvertently encroach slightly into a Dock Easement Area serving an adjoining Lot. If such an encroachment exists as a result of a Dock Structure, any such encroaching structure shall also automatically have and is hereby granted an easement for such encroachment so long as it exists. In the event that any encroaching Dock Structure must be replaced in the future, the replacement Dock Structure shall have an easement for an encroachment of the same degree and size as the original encroaching Dock Structure. The easement for the encroachments of Dock Structures granted in this Article II shall be appurtenant to and run with the Dock Easement to which it pertains.

ARTICLE III
COVENANTS AND RESTRICTIONS

Some Dock Structures in the Community include a Shared Boardwalk adjacent to, and intended to serve, two (2) Benefitted Lots, and some Dock Structures are individual Dock Structures adjacent to, and intended to serve, only one Benefitted Lot.

1. Individual Dock Structure. If the Dock Structure is an individual dock structure adjacent to, and intended to serve, only one Benefitted Lot, then the Owner of such Dock Structure shall construct, maintain and repair the Dock Structure in good condition and repair, at such Owner's sole cost and expense, and if necessary shall replace the Dock Structure from time to time, in accordance with, and subject to, the specifications approved by the Design Review Committee as required by the Declaration.

2. Dock Structure With Shared Boardwalk.

(a) Construction. The Owners of adjacent Benefitted Lots on which a shared boardwalk ("**Shared Boardwalk**") is permitted, shall construct and install (or cause to be constructed and installed), at their pro rata cost and expense the Shared Boardwalk, as described in this Section 2. The Owner of either Benefitted Lot on which a Shared Boardwalk is approved by the Design Review Committee, shall have the right to construct the Shared Boardwalk (herein, the "**Constructing Owner**"). The Constructing Owner shall provide the Design Review Committee with copies of the final invoices for the actual costs incurred by the Constructing Owner in permitting, obtaining architectural approval, and constructing the Shared Boardwalk (the "**Boardwalk Construction Costs**"). Thereafter, if the Owner who did not construct the Shared Boardwalk (herein, the "**Non-Constructing Owner**") desires to utilize such Shared Boardwalk, then the Non-Constructing Owner shall reimburse the Constructing Owner in the amount of fifty percent (50%) of the Boardwalk Construction Costs, prior to the Non-Constructing Owner's use of the Shared Boardwalk. Payment of the Non-Constructing Owner's share of the Boardwalk Construction Costs may be a condition to the Development Review Committee's approval of any Exclusive Improvements for such Non-Constructing Owner. The Non-Constructing Owner of a Shared Boardwalk, its family, guests, occupants and invitees, are strictly prohibited from utilizing the Shared Boardwalk, and from constructing any Exclusive Improvements to serve the Non-Constructing Owner's Lot, unless and until the Non-

Constructing Owner has paid the Constructing Owner for the Non-Constructing Owner's pro rata share of the Boardwalk Construction Costs.

(b) Maintenance. After the Shared Boardwalk is completed, the Owners of the Benefitted Lots served by the Shared Boardwalk shall maintain, repair and replace the Shared Boardwalk in good condition and repair, at the Owners' pro rata cost and expense (*i.e.*, fifty percent (50%) of the actual cost incurred). Either Owner (herein, the "**Maintaining Owner**") shall have the right to undertake reasonable maintenance, repair or replacement of the Shared Boardwalk, from time to time. Thereafter, the Benefitted Owner who did not perform the maintenance, repair or replacement (herein, the "**Non-Maintaining Owner**") shall reimburse the Maintaining Owner for the Non-Maintaining Owner's pro rata share of the maintenance, repair and replacement costs and expenses, within fifteen (15) days after the Non-Maintaining Owner's receipt of an invoice for such costs and expenses.

(c) Election of Use; Deemed Election. A Benefitted Owner who is a Non-Constructing Owner, may elect not to have the right to use the Shared Boardwalk and shared Dock Structure, by not using and not reimbursing the Constructing Owner for the Non-Constructing Owner's share of the Boardwalk Construction Costs. In such event, the Non-Constructing Owner shall have no obligation to maintain, or share the cost of maintaining, the Shared Boardwalk as described in subsection (b) above; provided the Non-Constructing Owner, its family, guests and invitees, has never used the Shared Boardwalk. Upon a Non-Constructing Owner's payment of its share of the Boardwalk Construction Costs, or use of the Shared Boardwalk by such Owner, its family, guests and invitees, then such Non-Constructing Owner shall be deemed to have elected to use the Shared Boardwalk and agreed to share in the costs therefor as described in subsections (a) and (b) above. The Non-Constructing Owner shall be required to make payments, in accordance with subsections (a) and (b) above, incurred from and after the Non-Constructing Owner's election to use the Shared Boardwalk.

(d) Lien for Non-Payment. If any Owner fails to make a payment required by this Section 2, then the Owner to whom the payment was due shall have all rights and remedies in the enforcement of this Dock Easement Declaration, including the right to file a claim of lien against the defaulting Owner's Benefitted Lot for non-payment of the sums due under this Dock Easement Declaration, and the right to foreclose such claim of lien in accordance with applicable Florida law. As described in Article V below, the Association is a third-party beneficiary of this Dock Easement Declaration, which is made pursuant to the requirements of Article III, Section 7 of the Declaration, and the Association shall have the right to enforce the terms of this Dock Easement Declaration to the same extent as each Owner, Developer and Declarant as provided herein, including the right to file a claim of lien against a defaulting Owner's Benefitted Lot in the event of non-payment of any sums due under this Dock Easement Declaration, and to foreclose such lien for the benefit of the Owner to which such sums are due hereunder.

(e) Exclusive Improvements. The Owner of each Benefitted Lot for which a Shared Boardwalk has been approved by the Design Review Committee and the Shared Boardwalk constructed as described in subsection (a) above, may construct and install, at such Owner's sole cost and expense, the portion of the Dock Structure, which is perpendicular to the Shared Boardwalk and intended to serve only the applicable Benefitted Owner (the "**Exclusive**

Improvements"); provided, such Owner has paid its pro rata share of the Boardwalk Construction Costs and subject to the Design Review Committee's approval of such Exclusive Improvements, as required by the Declaration.

3. Indemnification. The Owner of the Benefitted Lot, by taking title to the Benefitted Lot, agrees to and shall indemnify and hold harmless Declarant, Developer, the Association, the CDD, and their officers, directors, partners, members, shareholders, employees, agents and affiliates of every tier, and each affiliate's officers, directors, agents and employees (all of the foregoing collectively, the "**Indemnified Parties**"), from and against any claims, losses or liabilities arising out of or related to the use of the Dock Structure by any party. The Owner's obligation to indemnify the Indemnified Parties shall include, without limitation: (a) claims arising out of accidents occurring on the Dock Structure or as a result of a person falling or jumping from the Dock Structure; (b) claims arising out of the utilization of the Dock Structure to tie up or hoist a watercraft; (c) claims arising out of watercraft or persons running into the Dock Structure; and (d) claims arising out of Owner's, its family, guests, contractors and subcontractors, and employees dumping of any debris in the Lake.

ARTICLE IV SUPPLEMENTS

Declarant hereby reserves the right to add Lots abutting the Lake as "Benefitted Lots" under this Dock Easement Declaration, from time to time, by recording a supplemental declaration hereto in the Public Records of Hillsborough County, Florida.

ARTICLE V ENFORCEMENT

In the enforcement of this Dock Easement Declaration, each Owner, Developer and Declarant shall have the right to seek any available remedies at law or in equity, including, without limitation, the right to record a claim of lien against any Benefitted Lot for non-payment as described in Article II, Section 2(d) of this Dock Easement Declaration. The Association is a third-party beneficiary of this Dock Easement Declaration, which is made pursuant to the requirements of Article III, Section 7 of the Declaration, and the Association shall have the right to enforce the terms of this Dock Easement Declaration to the same extent as each Owner, Developer and Declarant as provided herein.

ARTICLE VI DOCK APPROVAL

This Dock Easement Declaration and the rights granted to Owners hereunder does not in and of itself constitute approval of any Dock Structure. All Dock Structures in the Community are subject to approval by the Design Review Committee in accordance with Article III, Section 7 of the Declaration.

ARTICLE VII
MISCELLANEOUS

Article, section and paragraph captions are for reference only, and shall not be considered in interpreting the contents of any Article, section or paragraph, nor shall they be deemed to limit the scope of any Article or paragraph. In any legal or arbitration proceeding arising out of or related to this Dock Easement Declaration, the prevailing party shall be entitled to recover its attorneys' fees and costs incurred in connection with such proceeding. This Dock Easement Declaration shall constitute covenants and restrictions running with the land, appurtenant to each Benefitted Lot and burdening each Dock Easement Area. Except for a Notice of Dock Easement Area or by Declarant as described in Article V, this Declaration of Dock Easement may not be amended except in writing signed by the fee simple owner of the Benefitted Lot and the fee simple owner of the Lake.

(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the Declarant has executed this Dock Easement Declaration.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: GREG MEATH

[Signature]
Print Name: BRYON T. LOPRESTE

DECLARANT:

OK RHODINE ROAD LLC,
a Florida limited liability company

By: [Signature]
James Harvey, Vice President
Address:
8875 Hidden River Parkway
Suite 150
Tampa, Florida 33637

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on JUNE 14, 2016, by James Harvey, Vice President of OK RHODINE ROAD LLC, a Florida limited liability company, on behalf of said company, who /✓/ is personally known to me or /___/ produced _____ as identification.

[Signature]
Notary Public
Print Name: BRYON T. LOPRESTE
My Commission Expires: 01.27.20

(AFFIX NOTARY SEAL)

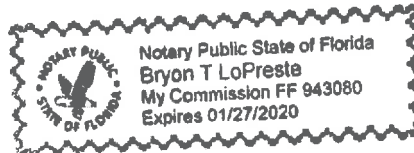


Exhibit "A"
Benefitted Lot(s)

Lots 1 through 7, inclusive, Block J, Lucaya Lake Club Phase 1A, per plat thereof recorded in Plat Book 123, Pages 124 through 135, inclusive, of the Public Records of Hillsborough County, Florida.

Lots 8 through 19, Block J, Lucaya Lake Club Phase 1C, per plat thereof recorded in Plat Book 123, Pages 209 through 213, inclusive, of the Public Records of Hillsborough County, Florida.

Lots 20 through 28, inclusive, Block J, Lucaya Lake Club Phase 2C, per plat thereof recorded in Plat Book 126, Pages 284 through 287, inclusive, of the Public Records of Hillsborough County, Florida.

Prepared by and when
recorded mail to:

Jessica Paz Mahoney, Esq.
Feldman & Mahoney, P.A.
2240 Belleair Road, Suite 210
Clearwater, FL 33764

Recording cross-reference:
O.R. Book 24168, Page 794

**SUPPLEMENTAL DECLARATION
OF DOCK EASEMENT, COVENANTS
AND RESTRICTIONS FOR
LUCAYA LAKE
(Phase 3)**

This Supplemental Declaration of Dock Easement, Covenants and Restrictions for Lucaya Lake (“**Supplemental Declaration**”) is made as of February 27, 2018 by OK RHODINE ROAD LLC, a Florida limited liability company (“**Declarant**”), with reference to the following facts:

A. Capitalized terms used in this Supplemental Declaration which are not defined herein shall have the meaning ascribed such terms in that certain Declaration of Dock Easement, Covenants and Restrictions for Lucaya Lake, which was recorded on June 17, 2016, in O.R. Book 24168, Page 794, of the Public Records of Hillsborough County, Florida (as amended and supplemented from time to time, collectively, the “**Dock Easement Declaration**”).

B. Pursuant to Article IV of the Dock Easement Declaration, Declarant desires to supplement the Dock Easement Declaration by submitting Benefitted Lots thereto.

NOW, THEREFORE, Declarant hereby declares that the lots described on **Exhibit “A”** of this Supplemental Declaration constitute Benefitted Lots under the Dock Easement Declaration, and shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of the Dock Easement Declaration.

[Remainder of page left blank. Signature page follows.]

IN WITNESS WHEREOF, this Supplemental Declaration was executed as of the date below-written.

Witnesses:

[Handwritten signature of Amanda Evans]

Printed Name: AMANDA EVANS

[Handwritten signature of Bryon T. LoPreste]

Printed Name: Bryon T. LoPreste

DECLARANT:

OK RHODINE ROAD LLC,
a Florida limited liability company

By: *[Handwritten signature of James Harvey]*
James Harvey, Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 27th day of February, 2018, by James Harvey, as Vice President OK Rhodine Road LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

[Handwritten signature of Bryon T. LoPreste]

Notary Public, State of Florida

Bryon T. LoPreste

Printed Name

My Commission Expires: 01-27-20

(Notary Seal)

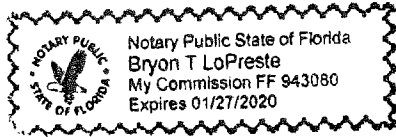


EXHIBIT "A"

(Additional Benefitted Lots)

Lots 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59 and 60, **LUCAYA LAKE CLUB PHASE 3**, per plat thereof recorded in Plat Book 131, Pages 262 through 270, inclusive, of the Public Records of Hillsborough County, Florida.

Prepared by and when
recorded mail to:

INSTRUMENT#: 2019337013, O BK 26846
PG 568-570 08/06/2019 at 02:07:35 PM,
DEPUTY CLERK: THUBBARD Pat Frank, Clerk
of the Circuit Court Hillsborough County

Jessica Paz Mahoney, Esq.
Feldman & Mahoney, P.A.
2240 Belleair Road, Suite 210
Clearwater, FL 33764

Recording cross-reference:
O.R. Book 24168, Page 794

**SUPPLEMENTAL DECLARATION
OF DOCK EASEMENT, COVENANTS
AND RESTRICTIONS FOR
LUCAYA LAKE**
(Phase 4D)

This Supplemental Declaration of Dock Easement, Covenants and Restrictions for Lucaya Lake (“**Supplemental Declaration**”) is made as of August 5, 2019 by OK RHODINE ROAD LLC, a Florida limited liability company (“**Declarant**”), with reference to the following facts:

A. Capitalized terms used in this Supplemental Declaration which are not defined herein shall have the meaning ascribed such terms in that certain Declaration of Dock Easement, Covenants and Restrictions for Lucaya Lake, which was recorded on June 17, 2016, in O.R. Book 24168, Page 794, of the Public Records of Hillsborough County, Florida (as amended and supplemented from time to time, collectively, the “**Dock Easement Declaration**”).

B. Pursuant to Article IV of the Dock Easement Declaration, Declarant desires to supplement the Dock Easement Declaration by submitting Benefitted Lots thereto.

NOW, THEREFORE, Declarant hereby declares that the lots described on Exhibit “A” of this Supplemental Declaration constitute Benefitted Lots under the Dock Easement Declaration, and shall be held, occupied, sold and transferred subject to the easements, restrictions and covenants of the Dock Easement Declaration.

[Remainder of page left blank. Signature page follows.]

IN WITNESS WHEREOF, this Supplemental Declaration was executed as of the date below-written.

Witnesses:

[Signature]
Printed Name: David Trubton
[Signature]
Printed Name: JAREO LYBERT

DECLARANT:

OK RHODINE ROAD LLC,
a Florida limited liability company

By: [Signature]
James P. Harvey, Vice President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 5th day of AUGUST, 2019, by James P. Harvey, as Vice President OK Rhodine Road LLC, a Florida limited liability company, on behalf of the company. He // is personally known to me or // has produced _____ as identification.

[Signature]
Notary Public, State of Florida
BRYON T. LOPRESTE
Printed Name
My Commission Expires: 01/27/20

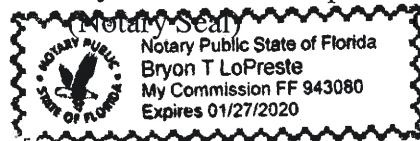


EXHIBIT "A"

(Additional Benefitted Lots)

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83 and 84, described on that certain plat of **LUCAYA LAKE CLUB PHASE 4D**, per plat thereof recorded in Plat Book 135, Pages 20 through 25, inclusive, of the Public Records of Hillsborough County, Florida.

LUCAYA LAKE CLUB BOAT DOCK APPLICATION

Boat dock applications will first be reviewed by the HOA Design Review Committee. If the application is not complete, the owner will be notified in writing of the additional requirements. If the application satisfies the requirements of the HOA, it will be forwarded to the Spring Lake CDD for approval by the CDD Engineer.

The process is as follows:

1. Submit your application along with the \$25 processing fee in the form of a check or money order made payable to Meritus. Your application should be accompanied by the appropriate back-up information including, but not limited to:

Copy of the lot survey with the proposed alteration(s) drawn on it
Detail description of alteration including professional construction drawings that follow the Lucaya Lake Club Master Dock Plan.
Materials Description / Specs
Contractor information
Pictures
Other pertinent information as required

Spring Lake CDD will need to receive a check for \$170 for the first submission.

Should there be issues with the submission each additional resubmission would also require an additional check of \$170.

Once the CDD approves then the HOA having already approved my issue needed notices to the homeowner to proceed.

How long does the homeowner have to complete the project after approved?

It is recommended that you review the Declaration of Covenants, Conditions and Restrictions provided for a complete description of your responsibilities regarding Architectural Review requirements and submittals.

Please mail your completed application to our office at 2005 Pan Am Cir. Suite 300 Tampa, Florida 33607. Pursuant to the Declaration of Covenants, Conditions and Restrictions of your Homeowners' Association, your application process may take **thirty (30) to forty-five (45) days. Please plan accordingly.**

If approval is granted, it is not to be construed to include approval of any County or City Code Requirements. A building permit from the appropriate building department is needed on most property alterations and/or improvements. It shall be the sole responsibility of the owner to determine whether a permit is required. The Association and/or the Architectural Review Board shall have no liability or obligation to determine whether such improvement, alteration or addition complies with any applicable law, rule, regulation, code or ordinance.

HOMEOWNER'S ASSOCIATION: _____

OWNER'S NAME: _____ DATE: _____

OWNER'S NAME: _____ DATE: _____

ADDRESS: _____

PHONE: _____ WORK: _____

MOBILE: _____ EMAIL: _____

DESCRIBE ALTERATION IN DETAIL:

1. Alteration Type(s): _____

(Example: Pool Installation, fence install, screen enclosure, landscape alteration, house painting, etc.)

2. Type of Material(s) Used: _____

(Example: PVC fencing, stone pavers, aluminum framing, red fountain grass, exterior paint, etc.)

3. Color(s) of Materials Used: _____

(Provide sample of color.)

4. Details of Alteration(s): _____

(If more space is required, please attach another sheet to this form)

As a condition precedent to granting approval of any request for a change, alteration, or addition to an existing basic structure, the applicant, their hires and assigns thereto, hereby assume sole responsibility for the repair, maintenance or replacement of any such change, alteration, or addition. IT IS UNDERSTOOD AND AGREED THAT MY HOMEOWNERS' ASSOCIATION AND COMMUNITY ASSOCIATION MANAGEMENT SERVICES, LLC (CAMS) ARE NOT REQUIRED TO TAKE ANY ACTION TO REPAIR, REPLACE OR MAINTAIN ANY SUCH APPROVED CHANGE, ALTERATION, ADDITION, OR ANY STRUCTURE AND OTHER PROPERTY. THE HOMEOWNER AND ITS ASSIGNS ASSUME ALL RESPONSIBILITY AND COST FOR ANY ADDITION, CHANGE AND ITS FUTURE UPKEEP AND MAINTENANCE. I agree not to commence with any change, alteration, additions and/or improvements to the dwelling/lot as stated above until the Association or the Architectural Review Board notifies me in writing of their decision. I further acknowledge that I am responsible for removing and restoring any alteration not approved by the Association or the Architectural Review Board to its original state.

OWNER'S SIGNATURE: _____ DATE: _____

OWNER'S SIGNATURE: _____ DATE: _____

For Office Use Only

ACTION TAKEN
By the Association/Architectural Review Board:

Date: _____

Approved

Not Approved

Conditions of Approval: _____ 118



Boat Registration Application Form

Applicant Name:

Date:

Address:

Your boat registration application will be reviewed by the Licensed Community Association Manager using the HOA Lake Use Rules containing information to ensure the boat registration application meets the Lake Use Rules requirements and process.

The following items must be included in your application:





1. Vessel Manufacturer's documentation;
2. Vessels length _____;
3. Vessels draft _____;
4. Evidence of liability insurance coverage for the motorized vessel with at least \$300,000 combined single limit, or \$100,000 / \$300,000 / \$100,000 split limits with the expiration date;
5. Noise level must be less than 85 decibels;
6. Photo of the vessel on all sides;
7. If vessel is registered with Florida State, provide registration and Florida vessel number. If the boat is used more than Lake Lucaya, then Florida Vessel Registration is required.

Please see the Lake Use Rules for the requirements to understand the regulations and standards that apply to the vessel owner while operating the vessel on the lake. The items mentioned must be provided before any additional review can begin by the Lucaya Lake Community Association Manager (LCAM). It is important to understand once the LCAM has reviewed the information for your vessel registration. The LCAM will make a recommendation for approval to the HOA Board Members. The individual HOA Board Members will review each registration application packet and makes the final approval. No vessel is allowed to use Lucaya Lake before a registration has been approved and place on the vessel.

Thank you
HOA Lucaya Lake Board

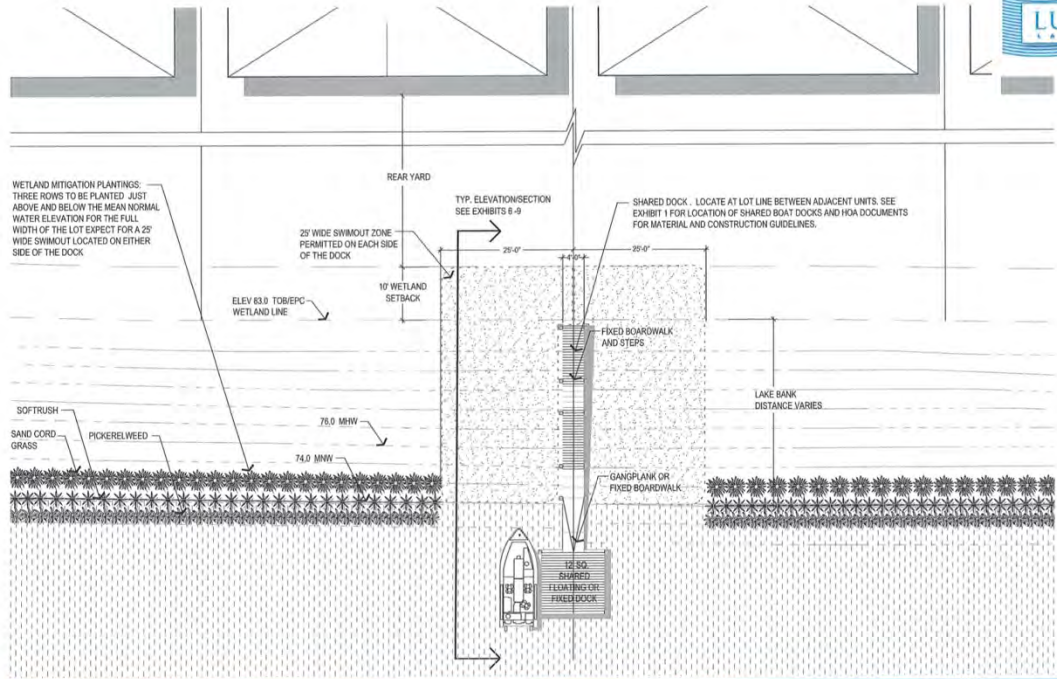


LEGEND

-  Typical Pairs of Lots With Shared Docks
-  Typical Pairs of Lots With Shared Docks
-  Typical Lot With with Individual Dock
-  Location of Detailed Dock Plans and Cross Sections. See Exhibits 2-7.

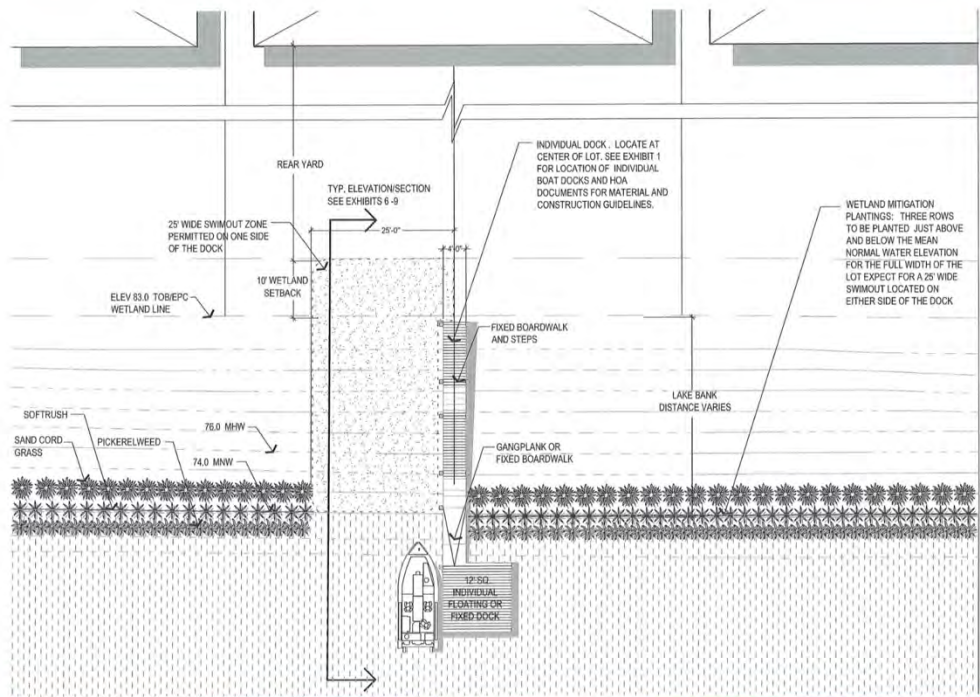
OK RHODLINE RD, LLC
TAMPA, FLORIDA
REVISED: JUNE 24, 2020

EXHIBIT 1
MASTER DOCK PLAN KEY MAP



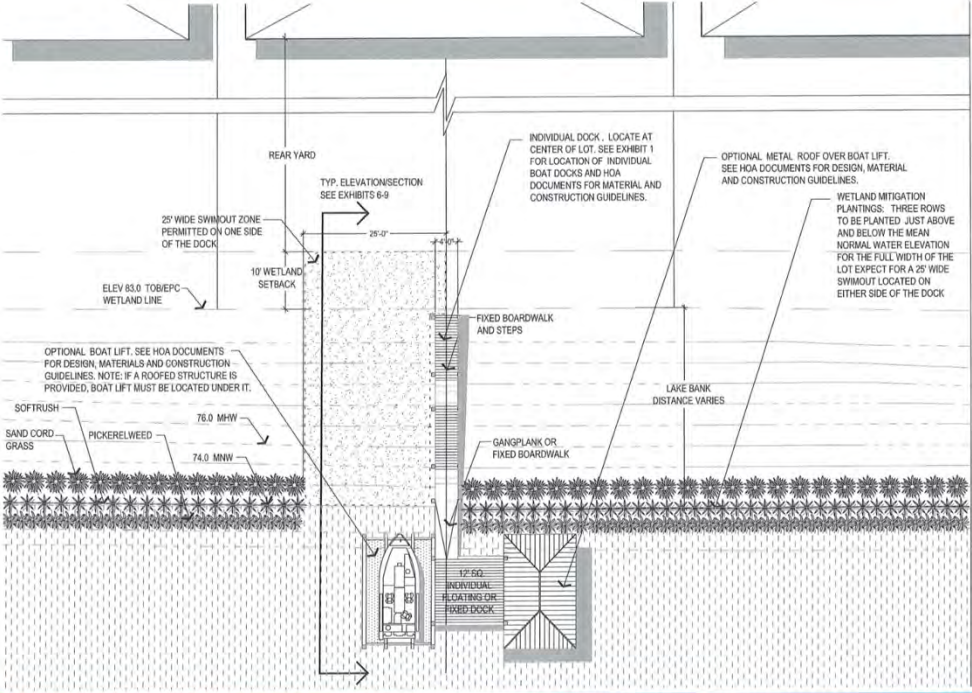
OK RHODLINE RD, LLC
TAMPA, FLORIDA

EXHIBIT 2
TYPICAL SHARED BASE FLOATING OR FIXED DOCK LAYOUT



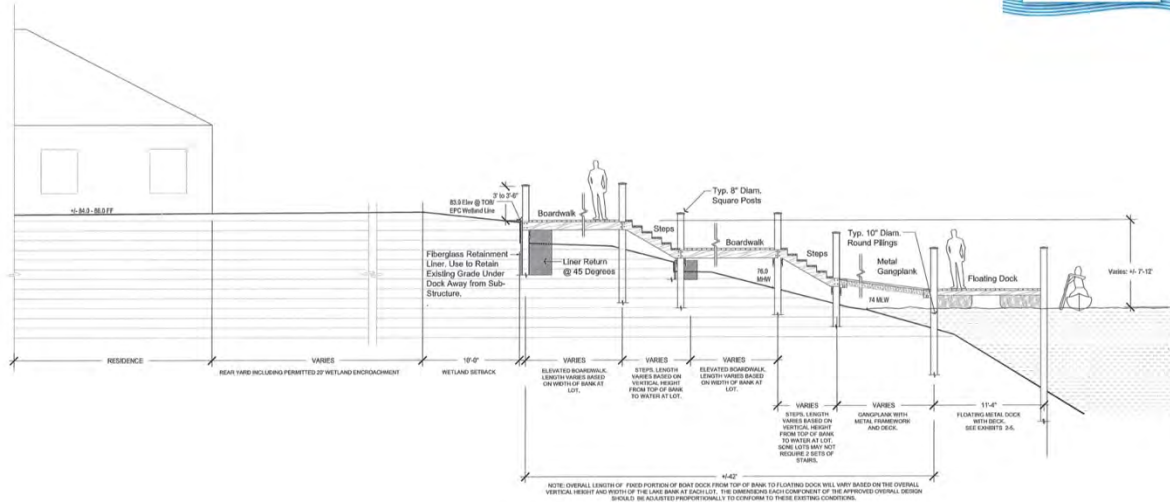
OK RHODLINE, LLC
TAMPA, FLORIDA

EXHIBIT 4
TYPICAL INDIVIDUAL BASE FLOATING OR FIXED DOCK LAYOUT



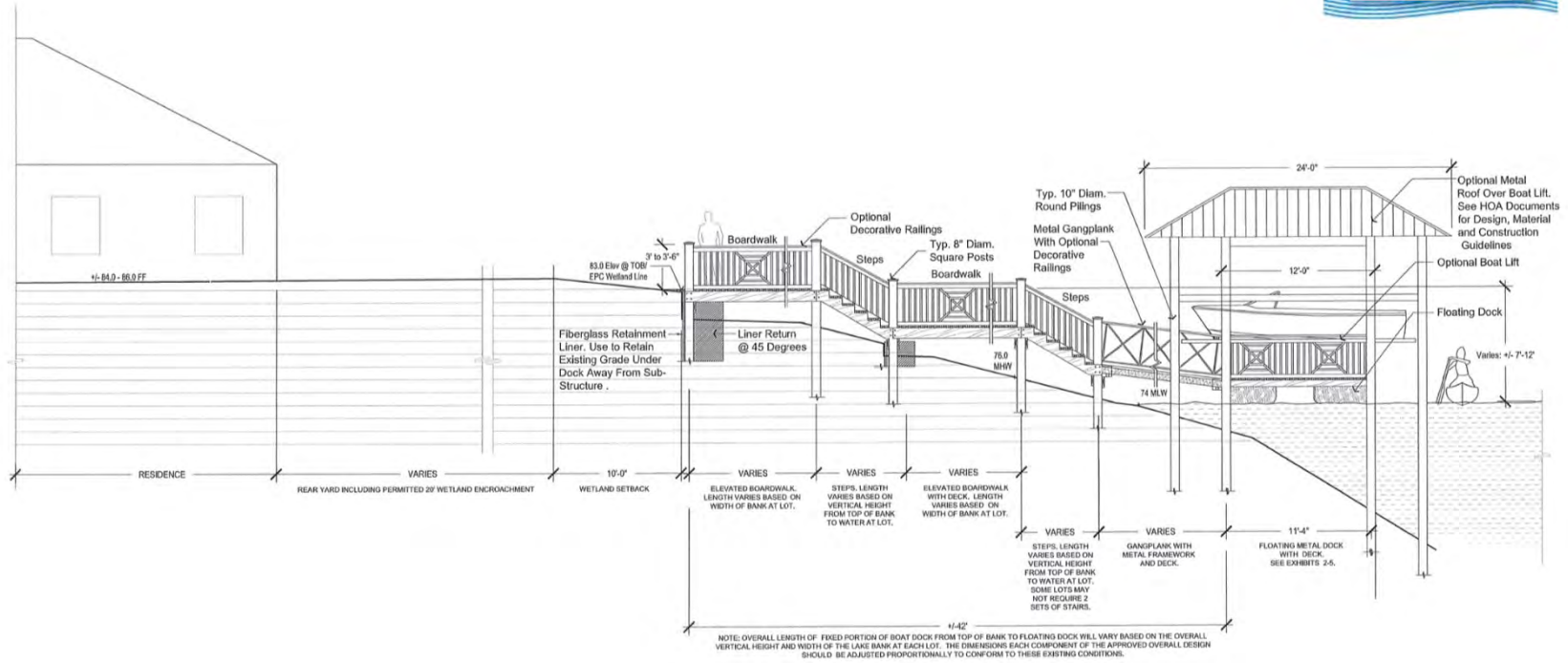
OK RHODLINE RD, LLC
TAMPA, FLORIDA

EXHIBIT 5
TYPICAL INDIVIDUAL BASE FLOATING OR FIXED DOCK LAYOUT WITH DESIGN OPTIONS



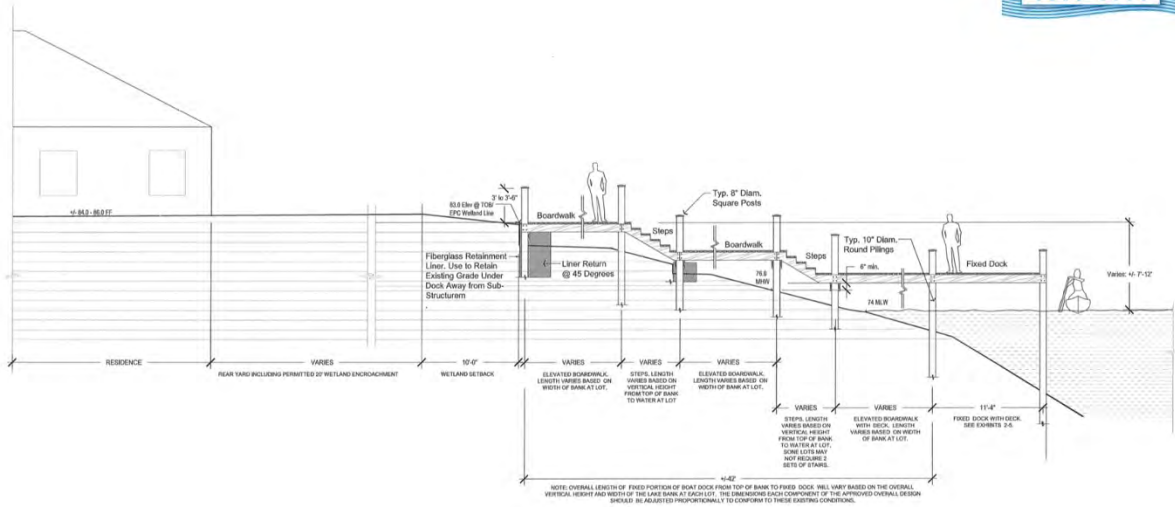
OK RHODLINE RD, LLC
TAMPA, FLORIDA

EXHIBIT 6 TYPICAL SHARED AND INDIVIDUAL BASE FLOATING DOCK SECTION



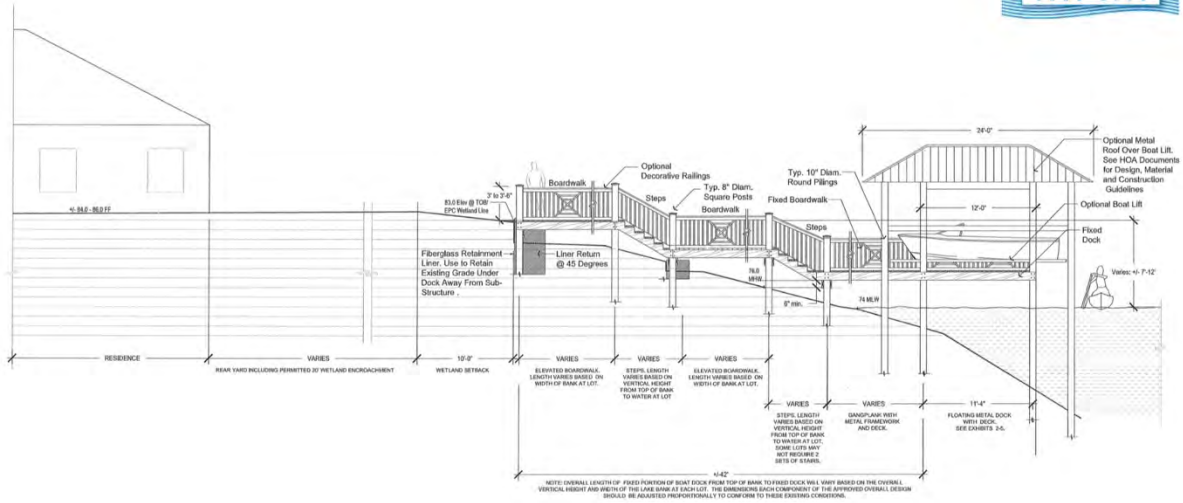
OK RHODLINE RD, LLC
TAMPA, FLORIDA

EXHIBIT 7 TYPICAL SHARED AND INDIVIDUAL BASE FLOATING DOCK SECTION WITH DESIGN OPTIONS



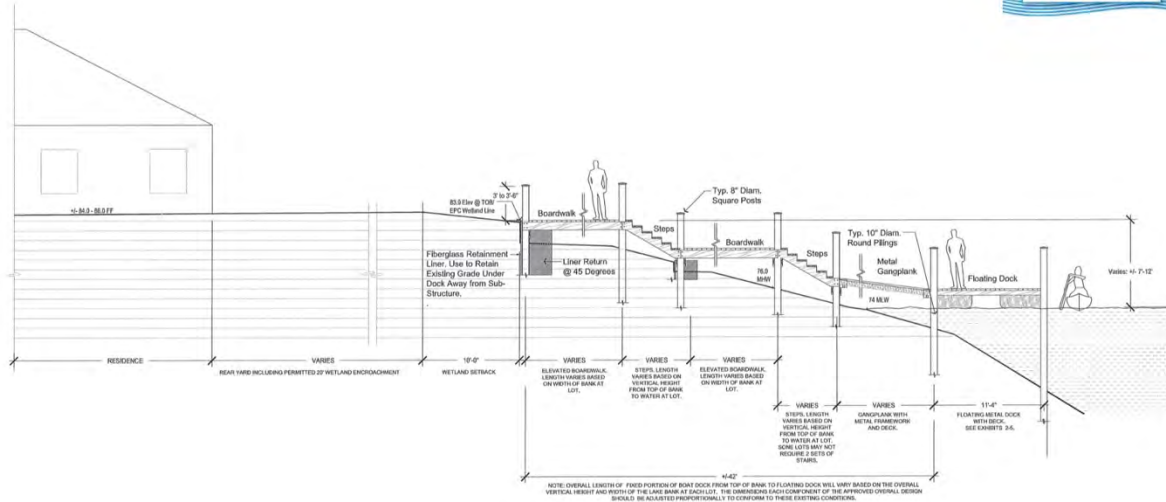
OK RHODLINE RD, LLC
TAMPA, FLORIDA

EXHIBIT 8
TYPICAL SHARED AND INDIVIDUAL BASE FIXED DOCK SECTION



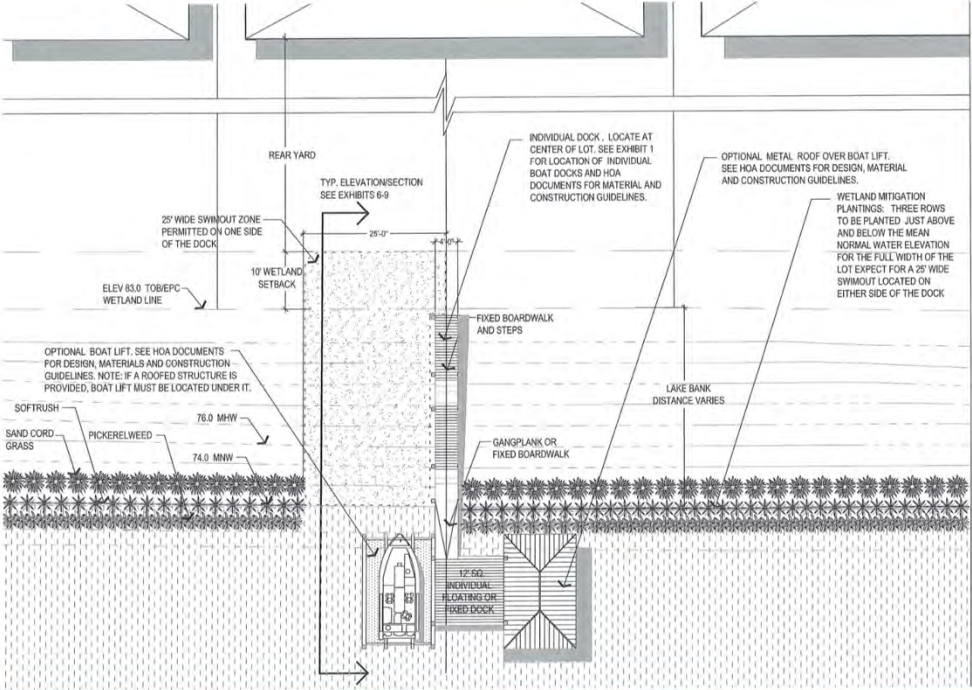
OK RHODLINE RD, LLC
TAMPA, FLORIDA

EXHIBIT 9
TYPICAL SHARED AND INDIVIDUAL BASE FIXED DOCK SECTION WITH DESIGN OPTIONS



OK RHODLINE RD, LLC
TAMPA, FLORIDA

EXHIBIT 6
TYPICAL SHARED AND INDIVIDUAL BASE FLOATING DOCK SECTION



OK RHODLINE RD, LLC
TAMPA, FLORIDA

EXHIBIT 5
TYPICAL INDIVIDUAL BASE FLOATING OR FIXED DOCK LAYOUT WITH DESIGN OPTIONS

Spring Lake Community Development District
Lake and Dock Rules (Draft)
(As of May 31, 2021)

In accordance with Chapters 190 and 120 of the Florida Statutes, and on _____, 2021 at a duly noticed public meeting, the Board of Supervisors of the Spring Lake Community Development District adopted the following Rules to govern the use of Lake Lucaya, the use and operation of watercraft and vessels upon the lake, and construction and use of private Docks within the lake.

1. **Introduction.** These Rules address the terms and conditions associated with the use of Lake Lucaya, the use and operation of watercraft and vessels within Lake Lucaya, and construction and use of private Docks within Lake Lucaya. The Spring Lake Community Development District (CDD) is a public entity. All applicable regulations and statutes pertaining to waters of the State of Florida apply.
2. **Hours of Operation.** Residents, their guests and authorized users may use Lake Lucaya from dawn to dusk.
3. **Usage Guidelines.** Lake Lucaya is designed for fishing and recreational use. Swimming is not permitted as the lake is NOT designed for swimming. Residents, their guests, and authorized users utilize Lake Lucaya at their own risk. Hazards include but are not limited to alligators, snakes, toxic algae, parasites, bacteria, and amoeba.
4. **Fishing.** Fishing at Lake Lucaya is catch and release. Residents, their accompanied guests, and authorized users may fish from the Community Dock and the lake bank behind the Club House and Pool. Fishing from watercraft and vessels registered with the Lucaya Lake Club Homeowners Association (LLC HOA) is allowed. Lakefront residents and their guests may also fish from the CDD-owned lake banks adjacent to their property or from their privately-owned docks. Residents, their guests, and authorized users must comply with the provisions of s. 379.354 (2020) and be properly licensed to fish in freshwater unless exempt under s. 379.353 (2020).
5. **Non-motorized Watercraft and Non-motorized Vessel Registration and Operation Requirements.** Lucaya Lake Club Residents shall first register all non-motorized canoes, kayaks, paddleboards, paddleboats, sailboards, sailboats, windsurfing boards and rowboats with the Lake Lucaya Club Homeowners Association before such non-motorized watercraft/vessels may operate upon Lake Lucaya. These non-motorized watercraft/vessels may not exceed seventeen (17)

feet in length and must prominently display a valid LLC HOA registration sticker on the starboard/right side of the bow/front of the non-motorized watercraft/vessel.

- a. Submission of Application. Applications to register a Non-motorized Watercraft/Vessel to operate on Lake Lucaya shall be submitted by a homeowner or their designated tenant owning the watercraft/vessel with fees required to the LLC HOA Community Association Manager who shall have the authority to approve or deny such application in accordance with the provisions of these Rules. Applications shall be made using the Lucaya Lake Club HOA Boater Registration Form. The Community Association Manager shall issue a Lake Lucaya Registration Sticker for a non-motorized vessel if the requirements of these Rules are satisfied.
 - b. Display of Lucaya Lake Club Watercraft/Vessel Registration Sticker. All Registration Stickers issued by the LLC HOA to a non-motorized watercraft/vessel under this rule must be posted on the watercraft/vessel in a manner such that they are plainly visible on the starboard/right side of the watercraft/vessel's bow.
 - c. Non-Motorized Watercraft/Vessel Launch. Non-motorized watercraft/vessels may be launched from the Lake Bank behind the Club House and Pool, the Beach or the Community Dock. Please coordinate with the LLC HOA Manager for access to the Community Dock. Lakefront residents may launch non-motorized watercraft/vessels from the lake bank adjacent to their property.
 - d. Safety Equipment Required. The owner and operator of a watercraft/vessel is responsible for carrying, store, maintenance and use of the safety equipment required by the United States Coast Guard and Ch. 327 and Ch. 328 of the Florida Statutes.
 - e. Adoption of Procedures. If necessary or appropriate, the Board of Supervisors of the District shall be authorized to adopt procedures to regulate watercraft/vessel certification in a manner consistent with these Rules.
6. **Motorized Vessel Registration and Operation Requirements.** All Lakefront property residents shall first register with the HOA and District any vessel, as said term is defined in s. 327.02(46), Fla. Stat. (2020), before such vessel may operate upon Lake Lucaya. Vessels must prominently display a valid Lucaya Lake Club HOA motorized vessel registration sticker on the starboard/right side of the bow. Motorized vessels may not exceed twenty-four (24) feet in length and two-hundred fifty (250) horsepower (hp) or exceed a wet weight of three thousand (3,000) pounds. Lakefront residents may register up to two (2) motorized vessels, however, they may only operate one registered motorized vessel within the Lake at a time.
- a. Prohibition on Airboats, Personal Watercraft, Two (2)-Stroke Outboard Motors, Wakeboats, and Vessels with Ballast. Airboats; Personal Watercraft; Two (2)-Stroke Outboard Motors; Wakeboats and motorized vessels equipped

with ballast, ballast tanks or ballast bags and/or wave surf shapers/wedges are NOT authorized to operate on Lake Lucaya.

- b. Lakefront Property Owner/Authorized Tenant Requirement. The Application to Register and operate a motorized vessel upon Lake Lucaya shall be submitted with all required fees by a lakefront property homeowner or their designated tenant owning the motorized vessel to the LLC HOA Community Association Manager. Applications shall be made using the LLC HOA Boater Registration Information Form (*to be updated in coordination with the LLC HOA*). After screening the application for eligibility, the HOA Community Association Manager shall forward the Application to the CDD Manager for final review before approving the Application.
- c. Motorized Vessel Registration Requirements for Lake Lucaya. The District Manager shall review the Application to insure:
 - (1) Proof of insurance coverage for the vessel in amounts approved by the District Manager.
 - (2) Copy of the current registration of the vessel with the State of Florida in accordance with the requirements of Ch. 328, Fla. Stat. (2018). Lake Lucaya is owned by the Spring Lake CDD which is considered a public entity. Therefore, the provisions of s. 328.03(1)(a), Fla. Stat. (2018) apply.
 - (3) Copies of Florida Boater Safety ID Cards for anyone born on or after January 1, 1988 who will be operating a motorized vessel in Lake Lucaya with an engine of ten (10) horsepower or more.

The CDD Manager shall notify the HOA Manager when the above requirements are satisfied. The HOA Manager shall then issue an LLC Registration Sticker for a motorized vessel.

- d. Display of LLC HOA Vessel Registration Sticker. All LLC HOA Registration Stickers issued to a motorized vessel under these Rules must be posted on the registered vessel in a manner such that they are plainly visible on the starboard/right side of the vessel bow.
- e. LLC HOA Registration Fees. All Motorized Vessels registering under these Rules shall pay any required registration fees to the LLC HOA.
- f. Fee Waiver. Any motorized vessel which has been registered pursuant to a registration program administered by the Lucaya Lake Club HOA prior to the effective date of these Rules shall be required to reapply for registration within sixty (60) days of the effective date of these Rules. However, the registration fees shall be waived. Motorized vessels not meeting the requirements of this Policy will not be allowed to re-register and must be removed from the Lake within thirty (30) days.

- g. Wake Restrictions. When operating a vessel on plane or creating a wake, the vessel must remain a minimum of one hundred fifty (150) feet away from the shoreline and avoid repetitive passes. Be a considerate boater. Other residents using the Lake, fish, wildlife habitats, shorelines and shoreline structures are vulnerable to the effects of wakes and wash.
 - h. Safety Equipment Required. The owner and operator of a vessel is responsible for carrying, store, maintenance and use of the safety equipment required by the United States Coast Guard and Ch. 327 and Ch. 328 of the Florida Statutes.
 - i. Adoption of Procedures. If necessary or appropriate, the District Manager shall be authorized to adopt procedures to regulate motorized vessel registration in a manner consistent with these Rules.
7. **Approval of Dock Structures**. No Dock Structure may be constructed, altered or added to within Lake Lucaya except in accordance with the following requirements. The term “Dock Structure” used herein shall refer to a dock and related improvements constructed in the Lake consisting of, without limitation, a deck/walking surface (ie. Boardwalk) on pilings and/or flotation devices, railings, roof, outer boat lift pilings and boat lift, and related improvements which is located adjacent to the rear boundary line of the benefitted lot.
- a. Adoption of the Lucaya Lake Club Master Dock Plan. The Lucaya Lake Club Master Dock Plan (“Master Dock Plan”) Revised June 24, 2020 attached hereto as **Exhibit A**, is hereby adopted. The Master Dock Plan shall govern the type, design and location of private Dock Structures which may be constructed only from properties bordering Lake Lucaya.
 - b. Application Required. Prior to construction, alteration, or addition of any Dock Structure, the owner of such lot shall submit a completed “Request for Review of Dock Plans” *(to be updated in coordination with the LLC HOA)*, together with all submittals and fees required therefore, to the HOA Community Association Manager.
 - (1) Review by HOA Community Association Manager. The HOA Community Association Manager will insure the request is (i) submitted by an authorized Lakefront property owner, (ii) is correct for either a shared dock or an individual dock structure as depicted on the Master Dock Plan, and (iii) in the location depicted on the Master Dock Plan. The Community Association Manager will then forward the application to the Design Review Committee.
 - (2) Review by Lucaya Lake Club Design Review Committee (DRC). Upon completion of the architectural review, the DRC will provide their recommendation to the Community Association Manager. If approved, the Community Association Manager will forward the application to the Spring

Lake CDD Manager.

- (3) Review by Spring Lake CDD Manager. The District Manager will review the application for completeness then forward it to the District Engineer for review. Upon the District Engineer's recommendation for approval or denial, the District Manager will send a written approval or denial to the Homeowner and copy of such letter to the LLC HOA. If approved, the homeowner and their Dock construction company will then coordinate logistics regarding the dock construction with the District Manager. No Dock Structure may be constructed, altered, or added until the District Manager has provided a written approval for such construction, alteration, or addition in accordance with these Rules.
 - (4) Review by Spring Lake CDD Engineer. Upon receipt of a fully completed Application, the District Engineer shall review the Application for the limited purpose of determining the consistency of the Application with the provisions of the Master Dock Plan, the District's Southwest Florida Water Management District Environmental Review Plan (as amended from time to time), and the District's Rules and Policies. Upon completion of such review, the District Engineer shall formulate a written recommendation to the District Manager as to whether or not the Application complies with the foregoing. Should the District Engineer determine that the Application is consistent with the Master Dock Plan, the District's Southwest Florida Water Management District Environmental Review Plan (as amended from time to time), and the District's Rules and Policies, the District Engineer shall so advise the District Manager. Should the District Engineer determine that the Application fails to comply with the provisions of the Master Dock Plan, the District's Southwest Florida Water Management District Environmental Review Plan (as amended from time to time), and the District's Rules and Policies, then the District Engineer shall so advise the Homeowner and provide the Homeowner with an opportunity to amend the Application, to include payment of an additional Engineering Services Fee for each resubmittal. If the Homeowner refuses to amend the Application or the amendment of the Application does not cure the failure to comply, then the District Engineer shall so advise the District Manager and advise of the basis upon which the District Engineer determined that the Application fails to comply with the foregoing.
 - (5) Approval Letter for Construction. Following receipt of the District Engineer's approval of the Application, the District Manager shall then issue the Approval Letter for Construction.
- c. Appeal of Denial. An applicant whose Application was not approved by the District Engineer may appeal such denial by furnishing written notice of appeal to the District Manager within ten (10) days of receipt of the denial notice. The written notice of appeal shall set forth the grounds for the appeal to the CDD Board of Supervisors. The CDD Board of Supervisors shall exercise good faith

efforts to consider the appeal as soon as reasonably possible following receipt of the appeal at a regularly scheduled meeting of the Board of Supervisors. The determination of the Board of Supervisors regarding the appeal shall be final.

- d. Scope of Review. The District's review of the Application is limited to a determination of whether the proposed Dock Structure is consistent with the Master Dock Plan, the District's Southwest Florida Water Management District Environmental Review Plan (as amended from time to time), and the District's Rules and Policies. The District shall not be responsible for determining whether the proposed Dock Structure complies with any applicable laws, rules and regulations, code and ordinances, including, without limitation, zoning ordinances, subdivision regulations and current building codes, nor shall the District be responsible for confirming the receipt or existence of any necessary legal rights to conduct the work and install and operate the proposed Dock Structure, including but not limited to applicable permits, real estate rights, licenses, and/or approvals of the Lucaya Lake Club Homeowners Association. The District shall have no liability or obligation to determine whether the proposed Dock complies with any such laws, rules, regulations, codes or ordinances and/or whether any such rights and/or approvals have been obtained.
 - e. Dock Structure Size Limitations. No Dock shall be larger than twelve feet by twelve feet (12x12). No Boardwalk walkway shall be more than four (4) feet wide or thirty-five (35) feet long. No Boat Lift roof structure shall be larger than twelve by twenty-four (12x24) feet and must run perpendicular to the dock. A Boat Lift may be designed to accommodate two vessels, providing the stored vessels do not exceed the limits of the approved roof dimensions.
 - f. No Vested Rights. Nothing contained in this rule or the Master Dock Plan shall be construed or interpreted to vest or create in the owner of any lot bordering the Lake Lucaya the right to construct a Dock from such lot.
8. Vessel Operating Regulations. All operators of any vessel operating upon Lake Lucaya shall comply with the following operating regulations.
- a. Compliance with Applicable Law. All operators of any vessels operating upon Lake Lucaya shall comply with all applicable federal, state and local laws, rules and regulations pertaining to boating and navigational safety.
 - b. Navigational Lights. All navigation lights of any vessel must be on during any period of restricted visibility.
 - c. Right of Way. Vessels not under motorized power (e.g., sailboats, canoes, kayaks, rowboats, etc.) shall have the right of way upon Lake Lucaya. Nevertheless, operators of vessels not under power shall make every effort to stay out of the way of motorized vessels.
 - d. Lake Bank. In order to prevent damage to the storm water management system,

no motorized vessel shall be tied, or otherwise secured, to the lake bank.

9. **Authority of District Manager and Engineer.** The District Manager and Engineer shall have the authority to take such actions as may be necessary to implement and administer the provisions of these Rules.

EXHIBIT A: Lake Lucaya Master Dock Plan

Specific Authority: §§ 120.69, 190.011, 190.012, Fla. Stat.
Law Implemented: §§ 120.69, 190.011, 190.012, Fla. Stat.

EXHIBIT A:
Lake Lucaya Master Dock Plan
(Revised June 24, 2020)

