COMMUNITY DECLARATION
FOR
SW 100th St Project

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COMMUNITY DECLARATION
FOR
SW 100th St Project HOA, INC

THIS COMMUNITY DECLARATION FOR SW 100TH ST PROJECT (this "**Declaration**") is made this ____ day of _____, 2022, by **SW 100th St Project, LLC**, a Florida limited liabity company (the "**Declarant**"), joined in by **SW 100th St Project HOA, INC.,** a Florida not-for-profit corporation (the "**Association**").

R E C I T A L S

A. Declarant is the owner of the real property located in Polk County, Florida, more particularly described on **Exhibit 1** attached hereto and incorporated herein by reference ("**SW 100TH ST PROJECT** ").

B. Declarant hereby desires to subject SW 100TH ST PROJECT to the covenants, conditions and restrictions contained in this Declaration.

C. This Declaration is a covenant running with all of the land comprising SW 100TH ST PROJECT , and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of SW 100TH ST PROJECT is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

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

2. Definitions. In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

"**ACC**" shall mean the Architectural Control Committee for SW 100TH ST PROJECT established pursuant to Section 19.1 hereof.

"**Articles**" shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

"**Assessments**" shall mean any assessments made in accordance with this Declaration and as further defined in Section 17.1 hereof.

"**Association**" shall mean SW 100TH ST PROJECT HOA, INC., its successors and assigns.

"**Board**" shall mean the Board of Directors of the Association.

"**Builder**" means any person or entity other than the Declarant who (a) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and the sale of such Home to a third party, (b) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (c) is approved by the Declarant in writing as a Builder.

"**Bylaws**" shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof as amended from time to time.

"City" shall mean the Town of Dundee, Florida.

"**Common Areas**" shall mean all real property interests and personalty within SW 100TH ST PROJECT designated as Common Areas from time to time by the Declarant, by Plat or by recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within SW 100TH ST PROJECT . The Common Areas may include, without limitation, open space areas, a playground, a pavilion with picnic tables, private roads, internal buffers, entrance features, perimeter buffers, landscaped areas, irrigation facilities, tot lot, mail kiosks, and project signage. The Common Areas do not include any portion of a Lot. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

"**Community Completion Date**" shall mean the date upon which all Homes in SW 100TH ST PROJECT , as ultimately planned and as fully developed, have been conveyed by Declarant and/or Builders to Owners.

"**Community Standards**" shall mean such standards of conduct, maintenance or other activity, if any, established by the Declarant or the ACC pursuant to Section 19.5 hereof.

"**Contractors**" shall have the meaning set forth in Section 19.12.2 hereof.

"**County**" shall mean Polk County, Florida.

"**Declaration**" shall mean this COMMUNITY DECLARATION FOR SW 100TH ST PROJECT , together with all amendments and modifications thereof.

"**Declarant**" shall mean SW 100TH ST PROJECT DUNDEE, LLC, a Florida limited liabity company, or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as Declarant in a recorded instrument which the immediately preceding Declarant executes. Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. In the event of a partial assignment of some, but not all, Declarant rights and/or obligations, the assignee shall not be deemed the Declarant, but may exercise those rights or shall be responsible for those obligations of Declarant assigned to it. Additionally any partial assignee that does not assume all of the obligations of Declarant shall not be deemed the Declarant.

"**Governing Documents**" shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, and any applicable Supplemental Declaration all as amended from time to time.

"**SW 100TH ST PROJECT** " shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

"**Home**" shall mean a residential dwelling and appurtenances thereto constructed on a Lot within SW 100TH ST PROJECT . The term Home may not reflect the same division of property as reflected on the Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

"**Individual Assessments**" shall have the meaning set forth in Section 17.2.5 hereof.

"**Initial Contribution**" shall have the meaning set forth in Section 17.11 hereof.

"**Installment Assessments**" shall have the meaning set forth in Section 17.2.1 hereof.

"**Lender**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

"**Lessee**" shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within SW 100TH ST PROJECT .

"**Lot**" shall mean any platted lot shown on the Plat. The term "Lot" includes any interest in land, improvements, or other property appurtenant to the Lot, including without limitation a Home.

"**Master Plan**" shall mean collectively any full or partial concept plan for the development of SW 100TH ST PROJECT , as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of SW 100TH ST PROJECT , as Declarant reserves the right to amend all or part of the Master Plan from time to time.

"**Operating Expenses**" shall mean all costs and expenses of the Association as defined herein. Operating Expenses may include, without limitation: all costs of ownership, maintenance, operation, and administration of the Common Areas; all costs of community lighting including up-lighting and entrance lighting; utilities; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; cost of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Association. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves.

"**Owner**" shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term "Owner" shall not include Declarant or Builders, even after the Turnover Date.

"**Parcel**" shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

"**Party Wall**" shall mean any wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted lot line between the Lots of such Homes.

"**Permit**" shall collectively mean Permit No. _____, as amended or modified, issued by SWFWMD, a copy of which is attached hereto as **Exhibit 4**, as amended from time to time.

"**Plat**" shall mean any plat of any portion of SW 100TH ST PROJECT filed in the Public Records, from time to time.

"**Public Records**" shall mean the Public Records of Polk County, Florida.

"**Reserves**" shall have the meaning set forth in Section 17.2.4 hereof.

"**Rules and Regulations**" shall mean the Rules and Regulations governing SW 100TH ST PROJECT as adopted by the Board from time to time. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

"**SWFWMD**" shall mean the South West Florida Water Management District.

"**Special Assessments**" shall mean those Assessments more particularly described as Special Assessments in Section 17.2.2 hereof.

"**Supplemental Declaration**" shall mean and refer to an instrument filed in the Public Records pursuant to Section 5.1 which subjects additional property to this Declaration, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership for the Owners of any additional property made subject to this Declaration pursuant to Section 5.1, with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration.

"**Surface Water Management System**" or "**SWMS**" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, mitigation areas, retention and detention areas, water management areas, ditches, culverts, structures, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403*,* Florida Statutes (2013). The SW 100TH ST PROJECT Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

"**Telecommunications Provider**" shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

"**Telecommunications Services**" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

"**Title Documents**" shall have the meaning set forth in Section 24.8 hereof.

"**Turnover Date**" shall mean the date on which transition of control of the Association from Declarant to Owners and Builders occurs.

"**Use Fees**" shall have the meaning set forth in Section 17.2.3 hereof.

"**Voting Interest**" shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within the SW 100TH ST PROJECT , which shall include the voting interests of the Declarant and Builders.

3. Plan of Development.

3.1 Plan. The planning process for SW 100TH ST PROJECT is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Declarant may and has the right to develop SW 100TH ST PROJECT and adjacent property owned by the Declarant into residences, comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings. The existence at any point in time of walls, landscape screens, entrance features, or berms is not a guaranty or promise that such items will remain or form part of SW 100TH ST PROJECT as finally developed.

3.2 Governing Documents. The Governing Documents create a general plan of development for SW 100TH ST PROJECT that may be supplemented by additional covenants, restrictions and easements applicable to any portion of SW 100TH ST PROJECT . In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of SW 100TH ST PROJECT from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, Builders and to all occupants of Homes, as well as their respective tenants, guests and invitees. Any Lease Agreement for a Home within SW 100TH ST PROJECT shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees and tenants are set forth in this Declaration.

3.3 Site Plans and Plats. The Plat may identify some of the facilities within SW 100TH ST PROJECT . The description of the facilities on the Plat is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed on such facilities. Site plans used by Declarant in its marketing efforts may illustrate the types of improvements that may be constructed on the facilities but such site plans are not a guarantee of what improvements will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas or facilities.

4. Amendment.

4.1 General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 25.2 which benefits SWFWMD. No amendment shall be effective until it is recorded in the Public Records.

4.2 No Vested Rights. Each Owner by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law or except as expressly set forth herein.

4.3 Amendments Prior to the Turnover. Prior to the Turnover, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever, except as limited by applicable law or except as expressly set forth herein. Such amendments may include, without limitation (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of SW 100TH ST PROJECT ; (ii) additions or deletions from SW 100TH ST PROJECT and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; and (v) modifications of the use restrictions for Homes. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over, under and across Lots conveyed to Owners or Builders provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. In the event the Association shall desire to amend this Declaration prior to the Turnover, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by the Association pursuant to the requirements for amendments from and after the Turnover. Declarant shall join in such identical amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner and Builder shall be deemed to have

granted to Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

4.4 Amendments From and After the Turnover. After the Turnover, but subject to the general and specific restrictions on amendments set forth herein, this Declaration may be amended with the approval of (i) a majority of the Board; (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration from and after Turnover shall affect the rights of Declarant or a Builder, or any Lot owned by Declarant or a Builder, unless such amendment receives the prior written consent of the Declarant or such Builder, which consent may be withheld for any reason whatsoever.

4.5 Compliance with HUD, FHA, VA, FNMA, GNMA and SWFWMD. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD, or any other governmental agency or body as a condition to, or in connection with, such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to the general restrictions on amendments set forth above, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, SWFWMD or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party shall be required or necessary to any such amendments by the Board.

5. Annexation and Withdrawal.

5.1 Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of SW 100TH ST PROJECT by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Builders, Owners or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of SW 100TH ST PROJECT . Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands. Except as otherwise provided herein, prior to the Community Completion Date, only Declarant may add additional lands to SW 100TH ST PROJECT .

5.2 Annexation by the Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum.

5.3 Withdrawal. Prior to the Community Completion Date, any portions of SW 100TH ST PROJECT (or any additions thereto) may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of SW 100TH ST PROJECT shall not apply to any Lot that has been conveyed to an Owner or Builder unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. The withdrawal of any portion of SW 100TH ST PROJECT shall not require the consent or joinder of any other party (including without limitation, the Association, Builders, Owners, or any Lenders). Association shall have no right to withdraw land from SW 100TH ST PROJECT .

5.4 Effect of Filing Supplemental Declaration. Any Supplemental Declaration filed pursuant to this Section 5 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration. On the effective date of the Supplemental Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

6. Dissolution.

6.1 Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

6.2 Applicability of Declaration after Dissolution. In the event of dissolution of the Association, SW 100TH ST PROJECT and each Lot therein shall continue to be subject to the provisions of this Declaration, including without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section only shall apply with regard to the maintenance, operation, and preservation of those portions of SW 100TH ST PROJECT that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

7. Binding Effect and Membership.

7.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty-five (25) year period, or each successive ten (10) year period, an instrument signed by eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

7.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's or Builder's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's or Builder's membership in the Association. An Owner's or Builder's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in the provisions of this Declaration. All parties acquiring any right, title and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot, whether a Builder or any Owner, shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration that accrue prior to the date of such transfer, including without limitation, payment of all Assessments accruing prior to the date of transfer.

7.3 Membership and Voting Rights.

7.3.1 In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner and Builder shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles and Bylaws. Membership shall be an appurtenance to and may not be separated from the ownership of a Lot. Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles and Bylaws. The Association shall have the following two (2) classes of voting membership:

7.3.1.1 Class A Members. Class A members shall be all Owners and Builders. Each Class A member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

7.3.1.2 Class B Member. Declarant shall be the Class B member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained within a Parcel, until such time as the Parcel is platted, whereupon Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "Turnover" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the Turnover meeting shall be to elect a majority of the directors to the Association. No more than sixty (60) days and no less than thirty (30) days

prior to the Turnover meeting, the Association shall notify in writing all Class A members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

7.3.1.2.1 When ninety percent (90%) of the Lots ultimately planned for SW 100TH ST PROJECT are conveyed to Owners; or

7.3.1.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur.

7.4 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

7.5 Voting Interests. Voting Interests in the Association are governed by this Declaration and the Articles and Bylaws.

7.6 Document Recordation Prohibited. Neither Association nor any Builder or Owner, nor group of Owners, may record any documents that, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

7.7 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws or any of the other Governing Documents, this Declaration shall control.

8. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of SW 100TH ST PROJECT for various public purposes or for the provision of telecommunications systems, or to make any portions of SW 100TH ST PROJECT part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of SW 100TH ST PROJECT . SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS. DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS AT ANY TIME, WITHOUT NOTICE AND AT ITS DISCRETION.

9. Common Areas.

9.1 Prior to Conveyance. Prior to the conveyance of the Common Areas to the Association as set forth in Section 9.4 herein, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Owner or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to the Association. Declarant, so long as it controls the Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

9.2 Construction of Common Areas Improvements. Declarant anticipates it will construct very limited, if any, improvements as part of the Common Areas, other than potentially a tot lot. Declarant shall be the sole judge of the composition of any Common Area improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Area improvements within SW 100TH ST PROJECT , from time to time, in its sole discretion, and to remove, add to, modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will construct any Common Area

improvements. Declarant is the sole judge of the Common Area improvements, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes or changes or modifications to any of them.

9.3 Use of Common Areas by Declarant. Until the Community Completion Date, Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Declarant.

9.4 Conveyance.

9.4.1 Generally. The Common Areas may be designated by the Plat, created in the form of easements, or conveyed to Association by quitclaim deed or other instrument of conveyance as determined by the Declarant in its sole and absolute discretion. Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. Association shall accept any and all transfer of permits from Declarant, or any other permittee, of any permit required by a governmental agency in connection with the development of SW 100TH ST PROJECT , as modified and/or amended. Association shall cooperate with Declarant, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association. THE COMMON AREAS, PERSONAL PROPERTY AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

9.4.2 Common Area Reservations. Each deed of the Common Areas shall be subject to the following provisions:

9.4.2.1 a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed and directional signs, if any;

9.4.2.2 matters reflected on the Plat;

9.4.2.3 perpetual non-exclusive easements in favor of Declarant, its successors, and assigns in, to, upon and over all of the Common Areas for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of Declarant, and its employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

9.4.2.4 all restrictions, easements, covenants and other matters of record;

9.4.2.5 in the event that Association believes that Declarant shall have failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law, or the Common Areas conveyed herein are

defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Once the Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant; and

9.4.2.6 a reservation of right in favor of Declarant (so long as Declarant owns any portion of SW 100TH ST PROJECT) to require that Association re-convey all or a portion of the Common Areas by quitclaim deed in favor of Declarant in the event that such property is required to be owned by Declarant for any purpose, including without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

9.5 Operation After Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover Date, the approval of (a) a majority of the Board; and (b) the consent of Declarant, or (ii) from and after the Turnover Date, approval of (x) a majority of the Board; and (y) fifty-one percent (51%) of the total Voting Interests present (in person or by proxy) at a duly noticed meeting of the members at which there is a quorum.

9.6 Paved Common Areas. The Common Areas may contain certain paved areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved surfaces, including but not limited to parking areas, pathways, bicycle paths, and sidewalks forming a part of the Common Areas, if any. Although pavement appears to be a durable material, it requires maintenance. Association shall have the right, but not the obligation, to arrange for a periodic inspection of all paved surfaces forming a part of the Common Areas by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses of the Association. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

9.7 Delegation. Once conveyed to the Association, the Common Areas and improvements located thereon shall at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Declarant, its affiliates and/or subsidiaries shall have the right to manage the Association. Owners and Association acknowledge that it is fair and reasonable to have Declarant, its affiliates and/or subsidiaries manage Association. Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

9.8 Use.

9.8.1 Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners and Builders on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of the Association) entitled to use those portions of

the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, the Association has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's or Builder's obligations pursuant to this Declaration, or give any Owner or Builder the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

9.8.2 Right to Allow Use. Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, and/or Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

9.8.3 Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

9.8.5 Assumption of Risk. Without limiting any other provision herein, each Owner and Builder, as applicable, accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of any portion of such Common Areas including, without limitation: (a) noise from maintenance equipment; (b) use of pesticides, herbicides and fertilizers; (c) view restrictions caused by maturation of trees and shrubbery; (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within SW 100TH ST PROJECT ; and (e) design of any portion of SW 100TH ST PROJECT . Each such person also expressly indemnifies and agrees to hold harmless Declarant, the Association and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including for attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas do so at their own risk. BY ACCEPTANCE OF A DEED, EACH OWNER ACKNOWLEDGES THAT THE COMMON AREAS MAY CONTAIN WILDLIFE SUCH AS INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DECLARANT, BUILDERS AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

9.8.6 Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant, the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("**Losses**") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of the lakes and other water bodies within SW 100TH ST PROJECT by Owners, and their guests, family members, invitees, or agents. Should any Owner bring suit against Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

9.9 Rules and Regulations.

9.9.1 Generally. Prior to the Turnover, Declarant, and thereafter Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated hereunder.

9.9.2 Declarant Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to Declarant or to any property owned by Declarant, and shall not be applied in a manner which would adversely affect the interests of Declarant. Without limiting the foregoing, Declarant and its assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within SW 100TH ST PROJECT , and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of SW 100TH ST PROJECT), general office and construction operations within SW 100TH ST PROJECT ; (iii) place, erect or construct portable, temporary or accessory buildings or structures within SW 100TH ST PROJECT for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse and rubbish in connection with the development or construction of any portion of SW 100TH ST PROJECT ; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas, or portions of SW 100TH ST PROJECT , signs and other materials used in developing, constructing, selling or promoting the sale of any portion SW 100TH ST PROJECT including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any lakes or waterways within and/or contiguous to SW 100TH ST PROJECT by dredge or dragline, store fill within SW 100TH ST PROJECT and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, SW 100TH ST PROJECT and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary or convenient for the development and sale of any lands and improvements comprising SW 100TH ST PROJECT .

9.10 Public Facilities. SW 100TH ST PROJECT may include one or more public facilities.

9.11 Default by Owner and Builders. No default by any Owner or Builder in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by Declarant or Association of any of their promises or covenants in this Declaration; (ii) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

9.12 Special Taxing Districts. For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions of the Common Areas of SW 100TH ST PROJECT to a special taxing district, or a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts and community development districts (or others) for lighting, perimeter walls, entrance features, roads, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in-fact for each Owner. Each Owner's and Builder's obligation to pay taxes associated with such district shall be in addition to such Owner's and Builder's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of County and all other applicable governing entities having jurisdiction with respect to the same.

9.13 Association's Obligation to Indemnify. Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred

or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Expenses to the extent such matters are not covered by insurance maintained by the Association.

10. Maintenance by the Association.

10.1 Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

10.2 Landscape Maintenance. The Association shall be responsible for the repair, replacement and maintenance of the irrigation facilities and all landscaped areas and other improvements within any portion of the Common Areas and each Lot. Any such repair, replacement and maintenance shall be consistent with the Landscape Maintenance Standards set forth in this Declaration.

10.2.1 Landscape Maintenance Standards. The following maintenance standards (the "**Landscape Maintenance Standards**") apply to landscaping within all Lots

10.2.1.1 Trees. Trees are to be pruned as needed and maintained in a safe and appropriate manner, with the canopy no lower than eight feet (8') from the ground unless otherwise stipulated by any applicable law or ordinance.

10.2.1.2 Shrubs. All shrubs are to be trimmed as needed and maintained in a neat and appropriate manner.

10.2.1.3 Grass.

(a) Cutting Schedule. Grass shall be maintained in a neat and appropriate manner. In no event shall lawns within any Lot be in excess of five inches (5") in height.

(b) Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

10.2.1.4 Mulch. Mulch shall be replenished as needed on a yearly basis.

10.2.1.5 Insect Control and Disease. Insect control and disease shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring Lots and Common Areas. Dead grass shall be removed and replaced within thirty (30) days of dying. If the County code or SWFWMD regulations require Bahia grass in the rear yards, it shall remain as Bahia and if it dies, may only be replaced with Bahia.

10.2.1.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed according to Best Management Practices as provided by the County Extension Service (if any) or The University of Florida IFAS Extension.

10.2.1.7 Irrigation. The Association shall irrigate the grass and landscaping located on each Lot in a routine and ordinary manner, as may be permitted by SWFWMD and/or County regulations, and shall ensure that sufficient irrigation occurs during all periods. Watering and irrigation, including the maintenance, repair and replacement of irrigation facilities and components, will be an Operating Expense. Lots shall be consistently irrigated to maintain a green and healthy lawn at all times. Sprinkler heads shall be maintained on a monthly basis. Water spray from sprinklers shall not extend beyond any property line of the respective Lot. All components of the irrigation system, clock, pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

10.2.1.8 Weeding. All beds are to be weeded upon every cut. Weeds growing in joints in curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted.

10.2.1.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day and such cost shall be considered an Operating Expense.

10.3 Adjoining Areas. Except as otherwise provided herein, the Association shall not maintain those drainage areas, swales, lake maintenance easements, lake slopes and banks, and landscape areas that are within the Facilities.

10.4 Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner or Builder or persons utilizing the Common Areas through or under an Owner or Builder, shall be borne solely by such Owner or Builder and the Lot owned by such Owner or Builder shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of the Association.

10.5 Right of Entry. Declarant and the Association are granted a perpetual and irrevocable easement over, under and across all of SW 100TH ST PROJECT for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of SW 100TH ST PROJECT if Declarant is required to do so in order to obtain the release of any bond posted with any governmental agency.

10.6 Right-of-Way. Except as otherwise maintained by the Owners, the Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the community sidewalks, irrigation facilities, trees and landscaping located in the public right-of-way adjacent to any Common Areas and Lots (if any). Each Owner agrees to reimburse the Association any expense incurred in repairing any damage to trees or landscaping caused by such Owner's negligent or willful acts. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs. The cost associated with any such maintenance of the trees and landscaping located in the public right-of-way adjacent to any Common Areas and Lots (if any), shall be deemed part of the Operating Expenses and each Owner shall pay an equal share of such costs.

10.7 Paved or Concrete Surfaces in Driveways. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance and repair of all paved and concrete surfaces within driveways located within the Common Areas and Lots; however, each Owner agrees to reimburse the Association any expense incurred in repairing any damage to such paved or concrete surfaces in the event that such Owner's negligent or willful acts caused such damage to any paved or concrete surfaces. Failure of an Owner to reimburse the Association any costs necessitated by the negligent or willful acts of an Owner shall subject the Owner to an Individual Assessment for such costs.

10.8 Home Maintenance. The Association shall be responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

10.8.1 Painting. The Association shall paint all exterior painted portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such exterior painting made in accordance with this Section 10.11.1 shall constitute a part of the Operating Expenses and/or Reserves at the Board's sole discretion for which

Assessments shall be levied, and each Owner shall pay an equal share of such costs. The Association shall have no responsibility to repair damage to paint caused by an Owner or due to an Owner's negligence. In the event any exterior painting on a Home is damaged by an Owner or due to an Owner's negligence, then the Owner shall be responsible for the repair of such painting at the Owner's sole cost and expense, and the Association may, but shall not be obligated to, repair such painting and the costs and expenses of such repairs shall be assessed against the respective Lot as an Individual Assessment. In the event that (i) an Owner desires to paint its Home in addition to, or at intervals more frequently than, the Association's painting of such Home as provided herein, or (ii) an Owner is responsible for painting an exterior portion of its Home due to damage to paint caused by an Owner or an Owner's negligence, or as required by Section 11.5 below, then any such proposed painting by the Owner shall be subject to ACC approval. If the proposed painting by an Owner is approved by the ACC, the ACC shall have the right to impose such conditions on such Owner as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

10.8.1.1 all work and materials shall be at the Owner's sole cost and expense;

10.8.1.2 all color selections shall be approved by the ACC and must be the same or substantially similar to the other Homes attached to the Home;

10.8.1.3 the painting project must include an entire elecation fo the Home (i.e. the entire side of the Home, etc.); and

10.8.1.4 if the Association thereafter paints the Home and the other Homes attached to the Home in accordance with this Section, the Home shall be included as part of the painting project, and the cost associated with such painting project shall constitute a part of the Operating Expenses and/or Reserves at the Board's sole discretion for which Assessments shall be levied, and each Owner of a Lot shall pay an equal share of such costs.

10.9 Roofs and Gutters. The Association shall repair and replace roofs of Homes, including shingles, and roof decking; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. The Association shall conduct routine maintenance of roof gutters (if any) of Homes, including clearing, repair and ensuring the proper functioning of such gutters. The cost associated with any such roof or gutter maintenance, repair and replacement shall constitute a part of the Operating Expenses and/or Reserves at the Board's sole discretion, and each Owner shall pay an equal share of such costs.

10.10 Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Homes. The cost associated with any such programs shall constitute a part of the Operating Expenses and/or Reserves at the Board's sole discretion and each Owner of a Lot shall pay an equal share of such costs.

10.11 Pressure Washing. The Association may, in its sole discretion, pressure clean the roofs and the exterior portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia. The cost associated with exterior pressure cleaning and made in accordance with this Section 10.11 shall constitute a part of the Operating Expenses and/or Reserves at the Board's sole discretion for which Assessments shall be levied, and each Owner shall pay an equal share of such costs.

10.12 Maintenance of Property Owned by Others. Association shall, if designated by Declarant (or by the Association after the Community Completion Date) by amendment to this Declaration or any document of record, maintain landscaping, irrigation systems, community identification/features and/or other areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas that are within or outside of SW 100TH ST PROJECT . Such areas may abut, or be proximate to, SW 100TH ST PROJECT , and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) SWMS, parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community

identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

10.13 Right-of-Way. Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the irrigation facilities, trees, sidewalk, driveway and landscaping immediately adjacent to such Owner's Lot and located between such Owner's Lot and the public roadway (the "**Owner's Right-of-Way**"). Every Owner shall be required to irrigate the grass and landscaping located within the Owner's Right-of-Way in a routine and ordinary manner and shall ensure that sufficient irrigation occurs during all periods when the Owner is absent from the Home. Further, Association will timely repair, maintain and/or replace the driveways, walkways, sidewalks, including without limitation brick pavers, and other paved and concrete surfaces located within the Owner's Right- of-Way. No tree installed by the Declarant shall be felled, removed, or cut down unless such tree represents an immediate hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing SW 100TH ST PROJECT . If any such tree dies, or is removed in accordance with this Section, then such tree shall be replaced at the expense of and by the Owner of the Lot immediately adjacent to the felled tree with a similar tree approved by the ACC.

Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 14.2 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section, or would have covered such repairs or replacements if the Owner had procured such coverage, such repairs or replacements shall be governed by Section 14.2 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

11. Maintenance by Owners. To the extent not the responsibility of the Association, all Lots and Homes, including without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of SW 100TH ST PROJECT by the record title owner of the applicable Lot. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Lot. No tree installed by the Declarant on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing SW 100TH ST PROJECT . If any such tree dies, such tree shall be replaced by the Owner of the Lot upon which the tree was located, at the Owner's expense, by a similar tree of similar size in diameter. No other objects or landscaping may be installed in place of any such trees. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section 11, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the Owner.

11.1 Right of the Association to Enforce. Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section 11. In the event an Owner does not comply with this Section 11, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner as an Individual Assessment. The Association shall have the right to enforce this Section 11 by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal.

11.2 Intentionally Deleted.

11.3 Landscaping and Irrigation. The following provisions shall relate to all Lots and Homes within SW 100TH ST PROJECT :

11.3.1 Intentionally Deleted.

11.3.2 Without the prior written consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from SW 100TH ST PROJECT and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner fails to pay for such required repairs, each Owner agrees to reimburse Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS.

11.3.3 No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

11.4 Intentionally Deleted.

11.5 Intentionally Deleted.

11.6 Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Declarant and Association shall not have liability under such circumstances for any damage or loss that an Owner may incur. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED DECLARANT FROM ANY AND LIABILITY RESULTING FROM SAME.

11.7 Water Mains. In the event the City or the County or any of its subdivisions, agencies, and/or divisions must remove any portion of an Owner's or Builder's driveway, then the Owner or Builder, as applicable, of such driveway shall be responsible to replace or repair the driveway at such Owner's or Builder's expense, if such expenses are not paid for by the City or the County. In the event an Owner or Builder does not comply with this Section 11.7, the Association may perform the necessary maintenance and charge the costs thereof to the non-complying Owner or Builder as an Individual Assessment. In the event that Association is the prevailing party with respect to any litigation respecting the enforcement of compliance with this Section 11.7, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, at trial and upon appeal. Each Owner and Builder grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section 11.7.

11.8 Party Walls.

11.8.1 General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within SW 100TH ST PROJECT that are built as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Lot, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

11.8.2 Painting. Each Owner shall be responsible for painting the portion of any Party Wall that faces his or her Home.

11.8.3 Sharing of Repair, Replacement and Maintenance for Party Walls.

11.8.3.1 Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

11.8.3.2 Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

11.8.3.3 Alterations. The Owner of a Lot sharing a Party Wall with an adjoining Lot shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall.

11.8.3.4 Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

11.8.3.5 Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

12. Use Restrictions. The following Use Restrictions shall apply to all Lots within SW 100TH ST PROJECT , except for any Lots owned by the Declarant. Each Owner and Builder must comply with the following:

12.1 Alterations and Additions. No material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

12.2 Animals. No animals of any kind shall be raised, bred or kept within SW 100TH ST PROJECT for commercial purposes. Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Lot. No pet or animal shall be “tied out” on the exterior of the Home or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When

notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet.

12.3 Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

12.4 Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant or Builders, or their agents.

12.4.1 Parking. Owners' automobiles shall be parked in the garage or driveway of the respective Owners' Lot and shall not block the sidewalk. To the extent SW 100TH ST PROJECT has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in SW 100TH ST PROJECT except during the period of a delivery.

12.4.2 Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on SW 100TH ST PROJECT for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within SW 100TH ST PROJECT , except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

12.4.3 Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, boat, trailer, including without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within SW 100TH ST PROJECT except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (i.e., Broncos, Blazers, Explorers, Navigators, etc.) or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within SW 100TH ST PROJECT . No unregistered vehicles, vehicles with no license plates, or abandoned vehicles shall be kept within SW 100TH ST PROJECT . For any Owner who drives an automobile issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No ATV or mini motorcycle may be parked or stored within SW 100TH ST PROJECT , including on any Lot, except in the garage of a Home.

12.4.4 Towing. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers, mobile homes, trailers, etc. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles parked on the Owner's Lot that are in violation of this Declaration. An affidavit of the person posting the foresaid notice stating it was properly posted shall be conclusive evidence of proper posting.

12.5 Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 14.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

12.6 Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant or Builders, administrative offices of Declarant or Builders, no commercial or business activity shall be conducted within SW 100TH ST PROJECT , including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within SW 100TH ST PROJECT . No solicitors of a commercial nature shall be allowed within SW 100TH ST PROJECT , without the prior written consent of the Association. No day care center or facility may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of Declarant.

12.7 Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within SW 100TH ST PROJECT . WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN SW 100TH ST PROJECT AND THE RESIDENTIAL ATMOSPHERE THEREOF.

12.8 Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

12.9 [Intentionally Omitted]

12.10 Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes, or flagpoles shall be installed or placed within or upon any portion of SW 100TH ST PROJECT without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing the week before Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home or excessive travel through SW 100TH ST PROJECT). Except as otherwise provided in Section 720.304(2)(b), Florida Statutes (2013), and subject to the requirements of such provision, no flag poles are permitted without the prior written approval of the ACC.

12.11 Disputes as to Use. If there is any dispute as to whether the use of any portion of SW 100TH ST PROJECT complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by the Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

12.12 Drainage System. Drainage systems and drainage facilities may be part of the facilities and/or Lots. Once drainage systems or drainage facilities are installed by Declarant, the maintenance of such systems and/or facilities thereafter within the boundary of a Lot shall be the responsibility of the City.

In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the record title owner of such Lot containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION AND DECLARANT SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

12.13 Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) removing all removable furniture, plants and other objects from outside the Home; and (ii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. Neither Association nor Declarant shall have any responsibility of any nature relating to any unoccupied Home.

12.14 Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC. The ACC may permit Owners to install fences up to six feet (6'). No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. The installation of fences within a drainage easement area is not expected to be approved by the ACC. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. In addition to ACC approval, Owner must obtain, at his or her own cost and expense, an agreement in writing executed by the Association approving such fence, which agreement may be recorded in the Public Records by the Association in its sole and absolute discretion. Notwithstanding the foregoing, any perimeter walls located within any Lot shall be maintained, repaired and replaced by the Association. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

12.15 Fuel Storage. No fuel storage shall be permitted within SW 100TH ST PROJECT , except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

12.16 Garages. No modifications to the garage shall be permitted without the prior written consent of the ACC. No garage shall be converted into a general living area. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

12.17 Garbage Cans. Trash collection and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside the Home or Lot. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up.

12.18 Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC and shall match the color or trim of the Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened

within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

12.19 Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within the Owner's Lot. Declarant may utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner, shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

12.20 Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2013), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothes line shall be removed when it is not in use as a clothesline.

12.21 Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of SW 100TH ST PROJECT . All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of SW 100TH ST PROJECT shall be the same as the responsibility for maintenance and repair of the property concerned.

12.22 Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "**Lease Agreements**") are subject to the provisions of this Section 12.22. All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association. No Lease Agreement may be for a term of less than thirty (30) days, and no Home may be leased more than two (2) times in any calendar year unless otherwise approved by the Association in the case of hardship. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by the Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by the Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by tenants, members of the tenant's family, overnight guests and professional caregivers as a residence and for no other purpose. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home.

12.23 Mailboxes and Lampposts. No mailboxes or lampposts shall be installed on any Lot without prior written consent of the ACC. The ACC shall have the right to require that all mailboxes lampposts shall be of one particular type or design specified by the ACC so long as such designated type or design, in the case of mailboxes, meets the rules and regulations of the United States Post Office Department.

12.24 Intentionally Deleted.

12.25 Minor's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children at all times in and about SW 100TH ST PROJECT . Neither Declarant nor Association shall be responsible for any use of the Common Areas, by anyone, including minors.

12.26 Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of SW 100TH ST

PROJECT is permitted. No firearms shall be discharged within SW 100TH ST PROJECT . Nothing shall be done or kept within the Common Areas, or any other portion of SW 100TH ST PROJECT , including a Home or Lot which will increase the rate of insurance to be paid by the Association.

12.27 Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

12.28 Intentionally Deleted.

12.29 Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of SW 100TH ST PROJECT , which is unsightly or which interferes with the comfort and convenience of others.

12.30 Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner or Builder shall remove soil from any portion of SW 100TH ST PROJECT , change the level of the land within SW 100TH ST PROJECT , or plant landscaping which results in any permanent change in the flow and drainage of surface water within SW 100TH ST PROJECT . Owners and Builders may place additional plants, shrubs, or trees within any portion of SW 100TH ST PROJECT within their respective Lots with the prior written approval of the ACC.

12.31. Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC and shall be no higher than twelve feet (12') unless otherwise approved by the ACC and such pool enclosure, if permitted, shall be maintained by the Owner; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community streets, or into any water bodies within SW 100TH ST PROJECT or adjoining properties.

12.32 Driveways and Pressure Cleaning. Exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure cleaned within thirty (30) days of notice by the ACC to the Owner of the Lot. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the Lot line or include the sidewalk.

12.33 Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration. The ACC may require, among other things, that all such improvements be screened so that they are not visible from adjacent Homes, or from the Common Areas. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the safety and welfare of the residents of SW 100TH ST PROJECT . No Owner shall operate any equipment or device which will interfere with the radio or television reception of others. All antennas not covered by the Federal Communications Commission ("**FCC**") rules are prohibited. Installation, maintenance, and use of all antennas shall comply with restrictions adopted by the Board and shall be governed by the then current rules of the FCC.

12.34 [Intentionally Omitted]

12.35 Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of SW 100TH ST PROJECT , including without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4 ½') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 ½') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration.

Declarant is exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within the SW 100TH ST PROJECT such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

12.36 Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of SW 100TH ST PROJECT without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time.

12.37 Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

12.38 Subdivision and Regulation of Land. No portion of any Home or Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to SW 100TH ST PROJECT , without the prior written approval of Declarant, which may be granted or denied in its sole discretion.

12.39 Substances. No flammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of SW 100TH ST PROJECT or within any Home or Lot, except those which are required for normal household use. All propane tanks and bottled gas for household and/or pool purposes (excluding barbecue grill tanks) must be installed underground or in a manner to be screened from view by landscaping or other materials approved by the ACC.

12.40 Swimming, Boating and Docks. Swimming is prohibited within any of the water bodies within the boundaries of SW 100TH ST PROJECT , if any. Boating and personal watercraft (e.g., water skis) are prohibited.

12.41 Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its guests, tenants and invitees.

12.42 Visibility on Corners. Notwithstanding anything to the contrary in these restrictions, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the Board and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

12.43 Wells and Septic Tanks. No individual wells will be permitted on any Lot and no individual septic tanks will be permitted on any Lot.

12.44 Window Treatments. Within thirty (30) days of the conveyance of title of a Home to an Owner, such Owner shall install drapes, curtains, blinds or other window coverings. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness. As used herein, the term "Window Treatment" is limited to traditional window coverings, and excludes, without limitation, sheets, toweling, newspaper, aluminum foil, cardboard or other similar temporary covering. Any window treatments of any kind that are visible from the exterior of a Home shall be light in color and compatible with the exterior design and color of such Home.

12.45 Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

13. Easement for Unintentional and Non-Negligent Encroachments. If any other building or improvement on a Lot shall encroach upon another Lot by reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. Lots may contain improvements that may pass over or underneath an adjacent Lot. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

14. Requirement to Maintain Insurance. Association shall maintain the following insurance coverage:

14.1 Insurance.

14.1.1 Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

14.1.2 Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant (until the Community Completion Date) and Association.

14.1.3 Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

14.1.4 Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not Association owns title thereto.

14.1.5 Declarant. Prior to the Turnover, Declarant shall have the right, at Association's expense, to provide insurance coverage under its master insurance policy in lieu of any of the foregoing.

14.2 Homes.

14.2.1 Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

14.2.2 Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and re-sod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be completed in a continuous, diligent, and timely manner. Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

14.2.3 Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 14.2.3 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of SW 100TH ST PROJECT .

14.2.4 Additional Rights of the Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by the Association pursuant to this Section shall be in conformance with the original plans and

specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by the Association, including any costs incurred with the management and oversight of any such Required Repair or Required Demolition performed by the Association.

14.2.5 Association Has No Liability. Notwithstanding anything to the contrary this Section, the Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, the Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

14.3 Fidelity Bonds. If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon reasonable business judgment.

14.4 Association as Agent. Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.5 Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

14.6 Nature of Reconstruction. Any reconstruction of improvements hereunder shall be substantially in accordance with the plans and specifications of the original improvement, or as the improvement was last constructed, subject to modification to conform to the then current governmental regulation(s).

14.7 Cost of Payment of Premiums. The costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof are Operating Expenses.

14.8 Declarant has No Liability. Notwithstanding anything to the contrary this Section, Declarant, its officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

14.9 Additional Insured. Prior to Turnover, Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

15. Property Rights.

15.1 Owners' Easement of Enjoyment. Every Builder, Owner, tenants, guests and invitees, and every owner of an interest in SW 100TH ST PROJECT shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

15.1.1 Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended.

15.1.2 Rules and Regulations adopted governing use and enjoyment of the Common Areas.

15.1.3 The right of the Association to suspend rights hereunder, including voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2013).

15.1.4 The right of the Association to suspend use rights (except vehicular and pedestrian ingress and egress and necessary utilities) of all or a portion of the Common Areas for any period during which any Assessment remains unpaid.

15.1.5 The right of Declarant and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant.

15.1.6 The right of Declarant and/or the Association to modify the Common Areas as set forth in this Declaration.

15.1.7 The perpetual right of Declarant to access and enter the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. Association and each Owner shall give Declarant unfettered access, ingress and egress to the Common Areas so that Declarant and/or its agents can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall Association and/or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas.

15.1.8 The rights of Declarant and/or Association regarding SW 100TH ST PROJECT as reserved in this Declaration, including the right to utilize the same and to grant use rights to others.

15.2 Ingress and Egress. An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the facilities for vehicular traffic over, through and across such portions of the facilities, from time to time, may be paved and intended for such purposes.

15.3 Development Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across, and under SW 100TH ST PROJECT as may be required in connection with the development of SW 100TH ST PROJECT , and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale and/or leasing of Homes or any portion of SW 100TH ST PROJECT , and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within SW 100TH ST PROJECT for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the facilities. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the facilities as a result of the use of the same by construction traffic. Declarant may market other residences and commercial properties located outside of SW 100TH ST PROJECT from Declarant's sales facilities located within SW 100TH ST PROJECT . Declarant has the right to use all portions of the facilities in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth in Section 21 of this Declaration. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Declarant may non-exclusively assign its rights hereunder to any Builder.

15.4 Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the facilities. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from telecommunications systems within SW 100TH ST PROJECT .

15.5 Delegation of Use. Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or Lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

15.6 Easement for Encroachments. In the event that any improvement upon Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

15.7 Permits, Licenses and Easements. Prior to the Community Completion Date, Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, the modify, amend and terminate permits, licenses and easements over, upon, across, under and through SW 100TH ST PROJECT (including Lots, Parcels and/or Homes) for telecommunications systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

15.8 Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across SW 100TH ST PROJECT (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

15.9 Drainage. A non-exclusive easement shall exist in favor of Declarant, the Association, the City, and their designees, SFWWMD, the City, the County, and/or any federal agency having jurisdiction over SW 100TH ST PROJECT over, across and upon SW 100TH ST PROJECT for drainage, irrigation and water management purposes. Any such drainage easement shall not contain permanent improvements, including but not limited to sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by Declarant, (ii) landscaping of the SWMS, (iii) as required by the City, County or the Permit, and/or (iv) improvements approved by the ACC. A non-exclusive easement for ingress and egress and access exists as shown on the Plat for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of SW 100TH ST PROJECT and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through SW 100TH ST PROJECT and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

15.10 Blanket Easement in favor of the Association. Association is hereby granted an easement over all of SW 100TH ST PROJECT , including all Lots, for the purposes of: (i) constructing, maintaining, replacing and operating all Common Areas; (ii) performing any obligation that the Association is obligated to perform under this Declaration; and (iii) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

15.11 Intentionally Deleted.

15.12 Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

16. Water Bodies.

16.1 Retention/Detention Areas. TREELINE TRAILS MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN TREELINE TRAILS; PROVIDED, FURTHER, NEITHER THE DECLARANT NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. NEITHER THE DECLARANT NOR THE ASSOCIATION SHALL BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN SW 100TH ST PROJECT .

16.2 Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "**Retention/Detention Area Slopes**"). All Retention/Detention Area Slopes will be regulated and maintained by the Association, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes, except as otherwise provided in the Retention/Detention Area Slopes Maintenance Standards, if any. The Association may establish from time to time standards for the Retention/Detention Area Slopes to be complied with by all Owners who own Lots adjacent to such areas ("**Retention/Detention Area Slopes Maintenance Standards**"). Such Retention/Detention Area Slopes Maintenance Standards may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards. Each Owner hereby grants the Association an easement of ingress and egress across his or her Lot to all retention/detention areas for the purpose of ensuring compliance with the requirements of this provision and the Retention/Detention Area Slopes Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Retention/Detention Area Slopes Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

16.3 Drainage Easement. The Association shall be responsible for reasonably maintaining the drainage easements dedicated to the Association as identified in the Plat or hereinafter created. The Owner shall not interfere with access, ingress or egress to such drainage easements nor shall the Owner install any infrastructure, landscaping, plants, walls, fences, structures, or other vertical construction generally within such drainage easement. Failure of the Owner to abide by this Section shall be a violation of this Declaration. Notwithstanding the foregoing, the Owner shall be responsible for maintaining the landscaping within the drainage easement contained within his or her Lot, including, but not limited to, mowing the lawn.

17. Assessments.

17.1 Types of Assessments. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "**Assessments**"). As Vacant Lots and Spec

Lots (as defined herein) may not receive certain services, Declarant, Builders and Owners shall not be assessed uniformly.

17.2 Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and SW 100TH ST PROJECT . Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

17.2.1 Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("**Installment Assessments**");

17.2.2 Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("**Special Assessments**");

17.2.3 Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("**Use Fees**");

17.2.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements comprising a portion of the Common Areas (the "**Reserves**"). Reserves shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are established; and

17.2.5 Any specific assessment for costs incurred by the Association or charges, fees or fines levied against a specific Lot or Lots or the record title owner thereof, which amounts are by their nature applicable only to one or more Lots, but less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

17.3 Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners and Builders.

17.4 Allocation of Operating Expenses.

17.4.1 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in SW 100TH ST PROJECT conveyed to Owners and or any greater number determined by Declarant from time to time. Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition,

any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by a Builder (a "**Spec Lot**") shall be assessed at fifty percent (50%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. The Vacant Lot Assessment and the Spec Lot Assessment shall be additional income to the Association and Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event, however, shall Builders pay Special Assessments.

17.4.2 In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly called meeting of the members.

17.4.3 Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by Owners, the Declarant or Builders of any sums due.

17.5 General Assessments Allocation. Installment Assessments and Reserves shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of Declarant pursuant to Section 17.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at fifty percent (50%) of the Installment Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that such Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Builder to the end user, then the Vacant Lot or Spec Lot, as applicable, shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments, Reserves and Special Assessments, except as otherwise provided herein.

17.6 Use Fees and Individual Assessment. Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners and Builders benefiting from, or subject to, the special service or cost as specified by the Association.

17.7 Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner by a Builder or the Declarant. Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot to such Builder by the Declarant. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments that come due while such person or entity was the record title owner of the Lot. An Owner's or Builder's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made.

17.8 Shortfalls and Surpluses. Each Owner and Builder acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners in the prior fiscal year, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover Date,

Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and Builders and other income of the Association (the "**Deficit**"), or (ii) for each Lot owned by the Declarant, pay ten percent (10%) of the Installment Assessment established for Lots owned by Owners. Notwithstanding any other provision of this Declaration to the contrary, Declarant shall never be required to (i) pay Assessments if Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners and Builders. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by Declarant shall thereafter be assessed at ten percent (10%) of the Installment Assessment established for Lots owned by Owners. Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments. Upon transfer of title of a Lot owned by Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners or Builders, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS AND BUILDERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2013). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2013), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

17.9 Budgets. The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Association. Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESS OR GREATER THAN PROJECTED.

17.10 Establishment of Assessments. Assessments shall be established in accordance with the following procedures:

17.10.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2013). The Board may from time to time determine when the Installment Assessments will be collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments for Operating Expenses shall be collected in advance on a yearly basis.

17.10.2 Special Assessments and Individual Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of Declarant.

17.10.3 Association may establish, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company, Use Fees. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

17.11 Initial Contribution. Unless otherwise modified by the Declarant or the Builder, the first purchaser of each Home from the Builder, at the time of closing of the conveyance from Builder to the

purchaser, shall not pay an initial contribution to the Association (the "**Initial Contribution**"). The funds derived from the Initial Contributions are deemed income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Initial Contribution.

17.12 Resale Contribution. After the Home has been conveyed by Builder, there shall be collected upon every conveyance of an ownership interest in a Home by an Owner a resale contribution in the amount equal to Two Hundred Fifty and No/100 Dollars ($250.00) (the **"Resale Contribution"**). The Resale Contribution shall not be applicable to conveyances from Declarant to Builder or from Builder to an Owner. The funds derived from the Resale Contributions are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, future and existing capital improvements, operating expenses, support costs and start-up costs. Notwithstanding any other provision of this Declaration to the contrary, the Builder purchasing a Lot from the Declarant shall not be obligated to pay to the Association the Resale Contribution.

17.13 Assessment Estoppel Certificates. No Owner or Builder shall sell or convey its interest in a Lot or Home unless all sums due to Association have been paid in full and an estoppel certificate shall have been received by such Owner or Builder. Association shall prepare and maintain a ledger noting Assessments due from each Owner and Builder. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner or Builder. Within fourteen (14) days of a written request therefor, there shall be furnished to an Owner or Builder an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount that is due as of any date. As to parties other than Owners and Builder who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner or Builder requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate.

17.14 Payment of Home Real Estate Taxes. Each Owner and Builder shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the Lot that is superior to the lien for Assessments created by this Declaration.

17.15 Creation of the Lien and Personal Obligation. Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the Lot and all personal property located thereon owned by the Owner or Builder against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Lot, name of the Owner or Builder, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person or entity that was the record title owner of the Lot at the time when the Assessment became due, as well as the such record title owner's heirs, devisees, personal representatives, successors or assigns.

17.16 Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. 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 (2013). However, any such unpaid

Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners and Builders (including such acquirer of title) as a part of Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. 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. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable provided in the mortgage held by such Lender. In the event Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

17.17 Acceleration. In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

17.18 Non-Payment of Assessments. If any Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, a late fee of Twenty-Five and no/100 Dollars ($25.00) per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Builder or Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines levied in accordance with the terms of this Declaration, interest accrued by the Association, then to any administrative late fee, then to costs and attorneys' fees, and then to the delinquent Assessment payment first due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

17.19 Exemption. Notwithstanding anything to the contrary herein, Declarant, at Declarant's sole option, may pay Assessments on Lots and Homes owned by it, or fund the Deficit, if any, as set forth in Section 17.8 herein. In addition, the Board shall have the right to exempt any portion of SW 100TH ST PROJECT subject to this Declaration from the Assessments, provided that such part of SW 100TH ST PROJECT exempted is used (and as long as it is used) for any of the following purposes:

17.19.1 Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use; and

17.19.2 Any of SW 100TH ST PROJECT exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

17.20 Collection by Declarant. If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy. Such remedies shall be deemed assigned to Declarant for such purposes. If Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus

two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

17.21 Rights to Pay Assessments and Receive Reimbursement. Association, Declarant and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Lot or Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of the Association with regard to the amounts due.

17.22 Mortgagee Right. Each Lender may request in writing that Association notify such Lender of any default of the Owner of the Home subject to the Lender's mortgage which default is not cured within thirty (30) days after Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

17.23 Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

18. Information to Lenders, Builders and Owners.

18.1 Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners, Builders and Lenders current copies of the Governing Documents.

18.2 Copying. Any Owner, Builder and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

18.3 Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of:

18.3.1 Any condemnation loss or casualty loss which affects a material portion of a Home to the extent Association is notified of the same;

18.3.2 Any delinquency in the payment of Assessments owed by an Owner of a Home subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

18.3.3 Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder; and

18.3.4 Any proposed action that specifically requires the consent of a Lender.

19. Architectural Control.

19.1 Architectural Control Committee. The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to SW 100TH ST PROJECT . The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the

ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

19.2 Membership. There is no requirement that any member of the ACC be a member of the Association.

19.3 General Plan. It is the intent of this Declaration to create a general plan and scheme of development of SW 100TH ST PROJECT . Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within SW 100TH ST PROJECT by Owners and Builders. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

19.4 Master Plan. Declarant has established an overall Master Plan. However, notwithstanding the above, or any other document, brochures or plans, Declarant reserves the right to modify the Master Plan or any site plan at any time as it deems desirable in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT AND/OR BUILDERS MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING SW 100TH ST PROJECT . SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW SW 100TH ST PROJECT WILL APPEAR UPON COMPLETION AND DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

19.5 Community Standards. Each Owner, Builder and their respective contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner or Builder to alter the improvements previously constructed. Until the Community Completion Date, Declarant shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion.

19.6 Quorum. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing.

19.7 Power and Duties of the ACC. No improvements shall be constructed on a Lot, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon on a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by a Builder (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

19.8 Procedure. In order to obtain the approval of the ACC, each Owner and Builder shall observe the following:

19.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and

other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

19.8.2 In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

19.8.3 No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the plans and specifications shall be deemed disapproved by the ACC.

19.8.4 Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

19.8.5 In the event that the ACC disapproves any plans and specifications, the applicant may request a rehearing by the ACC for additional review of the disapproved plans and specifications. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after such meeting. In the event the ACC fails to provide such written decision within said thirty (30) days, the plans and specifications shall be deemed disapproved.

19.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request therefor. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

19.9 Alterations. Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

19.10 Variances. Association or ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis,

provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

19.11 Permits. Each Owner and Builder is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

19.12 Construction Activities. The following provisions govern construction activities by Owners and Builders after consent of the ACC has been obtained:

19.12.1 Each Owner and Builder shall deliver to the ACC, if requested, copies of all construction and building permits as and when received by the Owner or Builder, as applicable. Each construction site in SW 100TH ST PROJECT shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in SW 100TH ST PROJECT shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in SW 100TH ST PROJECT and no construction materials shall be stored in SW 100TH ST PROJECT , subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If a Builder or Owner (or any of their respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the ACC may require that such Owner or Builder post security with the Association in such form and such amount deemed appropriate by the ACC in its sole discretion.

19.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, **"Contractors"**) and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into SW 100TH ST PROJECT as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder's and Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC. In addition, the ACC shall have the right to require any Builder to designate concrete washout areas to be approved by the ACC in advance of any construction-related activities.

19.12.3 Each Owner and Builder is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and contractors. In the event of any violation of any such terms or conditions by any employee or contractor, or, in the opinion of the ACC, the continued refusal of any employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in SW 100TH ST PROJECT .

19.12.4 The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Builders, Contractors and their respective employees within SW 100TH ST PROJECT . Each Owner and Builder shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within SW 100TH ST PROJECT and each Owner and Builder shall include the same therein.

19.13 Inspection. There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of SW 100TH ST PROJECT at any time within reasonable daytime hours, for the purpose of determining whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

19.14 Violation. Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner or Builder, as applicable, shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The applicable Owner or Builder shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

19.15 Court Costs. In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, the prevailing party shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

19.16 Certificate. In the event that any Owner or Builder fails to comply with the provisions contained herein, the Community Standards, or other rules and regulations promulgated by the ACC, the Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

19.17 Certificate of Compliance. If requested by an Owner or Builder, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner or Builder shall obtain a Certificate of Compliance from the ACC, certifying that the Owner or Builder, as applicable, has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 19.

19.18 Exemption. Notwithstanding anything to the contrary contained herein, or in the Community Standards, but subject to the requirements of Section 19.20 below, any improvements of any nature made or to be made by Declarant or any Builder, including without limitation, improvements made or to be made to the Common Areas or any Lot, shall not be subject to the review of the ACC, the Association, or the provisions of this Declaration or the Community Standards.

19.19 Exculpation. Declarant, the Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or Builder or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, the Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner and Builder agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, the Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, the Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section 19. Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Builders, the Association, ACC or their members, officers and directors. Declarant, the Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications

or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

19.20 Builders. Notwithstanding any other provision of this Declaration to the contrary, so long as Declarant owns any portion of SW 100TH ST PROJECT , Declarant and not the ACC shall have the right to approve any proposed plans and specifications for initial construction by any Builder. Declarant's approval of plans and specifications for any model plan proposed by an Builder shall be binding upon the Association, Board and ACC, and the Association, Board and ACC shall have no right to approve or deny plans and specifications for initial construction by an Builder. Approval of an Builder's model plans by the Declarant shall not be unreasonably withheld or delayed, and is only required once for any model plan and subsequent approvals of the same plan are not required.

20. Enforcement.

20.1 Right to Cure. Should any Owner or Builder do any of the following:

20.1.1 Fail to perform its responsibilities as set forth herein or otherwise breach the provisions of the Declaration including, without limitation, any provision herein benefiting SFWWMD;

20.1.2 Cause any damage to any improvement or Common Areas;

20.1.3 Impede Declarant or Association from exercising its rights or performing its responsibilities hereunder;

20.1.4 Undertake unauthorized improvements or modifications to a Lot or Common Areas; or

20.1.5 Impede Declarant from proceeding with or completing the development of SW 100TH ST PROJECT , as the case may be; then Declarant and/or Association, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, the entering upon the Lot and causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner or Builder, as applicable, as an Individual Assessment.

20.2 Non-Monetary Defaults. In the event of a violation by any Owner or Builder, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

20.2.1 Commence an action to enforce the performance on the part of the Owner or Builder, as applicable, or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or

20.2.2 Commence an action to recover damages; and/or

20.2.3 Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner or Builder, including reasonable attorneys' fees and paraprofessional fees at all

levels including appeals, collections and bankruptcy shall be assessed against the Owner or Builder, as applicable, as an Individual Assessment, and shall be immediately due and payable without further notice.

20.3 No Waiver. The failure to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

20.4 Rights Cumulative. All rights, remedies, and privileges granted to Declarant, the Association and/or the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

20.5 Enforcement By or Against Other Persons. In addition to the foregoing, this Declaration or Community Standards may be enforced by Declarant and/or, where applicable, Owners, Builders, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

20.6 Fines and Suspensions. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes (2013), against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration including, without limitation, those provisions benefiting SWFWMD.

20.6.1 A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.

20.6.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant**,** guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee. If the Association imposes a fine or suspension, the Association must provide written notice of such suspension by mail or hand delivery to the Owner or Lessee. The notice and hearing requirements under this Section 20.6.2 do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved at a properly noticed meeting of the Association's Board of Directors.

20.6.3 The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

20.6.4 The Violations Committee may impose a fine against the Owner in the amount of One Hundred and no/100 Dollars ($100.00) (or any greater amount permitted by law from time to

time) for each violation. Each day of noncompliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Fines shall be paid not later than five (5) days after notice of the imposition of the fine. All monies received from fines shall be allocated as directed by the Board of Directors. Any fine in excess of One Thousand Dollars ($1,000.00) shall constitute a lien against the applicable Lot, and a fine shall further be lienable to the extent otherwise permitted under Florida law.

21. Additional Rights of Declarant.

21.1 Sales and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of SW 100TH ST PROJECT and sales and re-sales of Lots, Homes and/or other properties owned by Declarant or others outside of SW 100TH ST PROJECT . This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of SW 100TH ST PROJECT , including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to each Builder. The rights reserved hereunder shall extend beyond the Turnover Date.

21.2 Modification. The development and marketing of SW 100TH ST PROJECT will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of SW 100TH ST PROJECT to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. Association, Builders and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

21.3 Promotional Events. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing, special and/or promotional events within SW 100TH ST PROJECT and/or on the Common Areas without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market SW 100TH ST PROJECT in advertisements and other media by making reference to SW 100TH ST PROJECT , including, but not limited to, pictures or drawings of SW 100TH ST PROJECT , Common Areas, Parcels and Homes constructed in SW 100TH ST PROJECT . All logos, trademarks, and designs used in connection with SW 100TH ST PROJECT are the property of Declarant, and Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder to each Builder.

21.4 Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by Declarant outside of SW 100TH ST PROJECT .

21.5 Franchises. Declarant may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

21.6 Management. Declarant may manage the Common Areas by contract with Association. Declarant may also contract with a third party ("**Manager**") for management of the Association and the Common Areas. Each Owner acknowledges that Declarant may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on a per Home or other basis. All such compensation shall be the sole property of Declarant, who shall have no duty to account for or disclose the amount of such compensation.

21.7 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities, maintenance, Telecommunications Services and other purposes over, under, upon and across SW 100TH ST PROJECT so long as any said easements do not materially and adversely interfere with the intended use of Homes previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner or Builder, without the joinder or consent of such Owner or Builder, as applicable, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's or Builder's use of the Lot. As an illustration, Declarant may grant an easement for telecommunications systems, irrigation, drainage lines or electrical lines over any portion of a Lot so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Lot. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. The Association and Owners will, without charge, if requested by Declarant: (i) join in the creation of such easements, etc. and cooperate in the operation thereof; and (ii) collect and remit fees associated therewith, if any, to the appropriate party. The Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

21.8 Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so.

21.9 Additional Development. If Declarant withdraws portions of SW 100TH ST PROJECT from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

21.10 Representations. Declarant makes no representations concerning development both within and outside the boundaries of SW 100TH ST PROJECT including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on SW 100TH ST PROJECT or adjacent to or near SW 100TH ST PROJECT , including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

21.11 [Intentionally Omitted]

21.12 Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, ANY BUILDER, NOR ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF SW 100TH ST PROJECT INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR

SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

21.12.1 IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF SW 100TH ST PROJECT HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF SW 100TH ST PROJECT AND THE VALUE THEREOF;

21.12.2 ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR POLK COUNTY OR PREVENTS TORTIOUS ACTIVITIES;

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

21.12.4 EACH OWNER (BY VIRTUE Of ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF SW 100TH ST PROJECT (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

21.13 Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

21.14 Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN POLK COUNTY, FLORIDA. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN POLK COUNTY, FLORIDA.

21.15 Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT

HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DECLARANT IS RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DECLARANT ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DECLARANT TO SUBJECT SW 100TH ST PROJECT TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DECLARANT, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

21.16 Duration of Rights. The rights of Declarant set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment by Declarant in an amendment to the Declaration recorded in the Public Records.

21.17 Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of SW 100TH ST PROJECT , and may form condominium associations, sub-associations, or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 5, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of SW 100TH ST PROJECT without Declarant's prior review and prior written consent. Evidence of Declarant’s prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

21.18 Right to Approve Sales Materials. All sales, promotional, and advertising materials for any sale of property in SW 100TH ST PROJECT by any Builder may be subject to the prior written approval of Declarant. Declarant shall deliver notice to any Builder of Declarant's approval or disapproval of all such materials and documents within thirty (30) days of receipt of such materials and documents, and, if disapproved, set forth the specific changes requested. If Declarant fails to do so within such thirty (30) day period, Declarant shall be deemed to have waived any objections to such materials and documents and to have approved the foregoing. Upon disapproval, the foregoing procedure shall be repeated until approval is obtained or deemed to be obtained.

21.19 Use Name of "SW 100TH ST PROJECT ". No person or entity shall use the name " SW 100TH ST PROJECT ," its logo, or any derivative of such name or logo in any printed or promotional material without the Declarant's prior written approval. Until the Turnover Date, the Declarant shall have the sole right to approve the use of SW 100TH ST PROJECT name and logo, and such right shall automatically pass to the Association after the Turnover Date. However, Owners may use the name " SW 100TH ST PROJECT " in printed or promotional matter where such term is used solely to specify that particular property is located within SW 100TH ST PROJECT . Builders shall be exempt from the requirements of this Section and shall be entitled to use the name " SW 100TH ST PROJECT ," its logo, and/or any derivative of such name or logo in any printed or promotional material in connection with its sales, promotions, and advertising of property in SW 100TH ST PROJECT .

21.20 Density Transfers. If any Builder shall develop any portion of SW 100TH ST PROJECT so that the number of Lots contained such portion of SW 100TH ST PROJECT is less than the allowable number of Lots allocated by governmental authorities to that particular Parcel, the excess allowable Lots not used by the Builder (with respect to that Parcel) shall inure to the benefit of Declarant.

22. Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Association.

23. Assignment of Powers. All or any part of the rights, exemptions**,** powers and reservations of Declarant, as the case may be, herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Declarant's option, recorded in the Public Records.

24. General Provisions.

24.1 Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by the Board. Association, Builders and Owners shall be bound thereby.

24.2 Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

24.3 Execution of Documents. Declarant's plan of development for the Property including, without limitation, the creation of one (1) or more special taxing districts may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or any other portion of SW 100TH ST PROJECT , to execute or otherwise join in any petition and/or other documents required in connection with the creation of any special taxing district relating to SW 100TH ST PROJECT or any portion(s) thereof.

24.4 Affirmative Obligation of the Association. In the event that Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, the Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once Association has given written notice to Declarant pursuant to this Section, the Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant.

24.5 Notices. Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

24.6 Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

24.7 Construction Activities. ALL OWNERS, BUILDERS, OCCUPANTS AND USERS OF SW 100TH ST PROJECT ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT, BUILDERS AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO SW 100TH ST PROJECT , WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF SW 100TH ST PROJECT , EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO SW 100TH ST PROJECT WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF SW 100TH ST PROJECT HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

24.8 Title Documents. Each Owner and Builder by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "**Title Documents**"). Declarant's plan of development for SW 100TH ST PROJECT may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners, Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, the Association shall assume all of the obligations of Declarant under the Title Documents unless otherwise provided by Declarant by amendment to this Declaration recorded by Declarant in the Public Records, from time to time, and in the sole and absolute discretion of Declarant.

24.9 Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of SW 100TH ST PROJECT . Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association.

25. Surface Water Management System.

25.1 Surface Water Management Systems. The ASSOCIATION shall be responsible for maintenance of SWMS in SW 100TH ST PROJECT . All SWMS within SW 100TH ST PROJECT , excluding those areas (if any) normally maintained by the County or another governmental agency, will be the ultimate responsibility of the ASSOCIATION, whose agents, employees, contractors and subcontractors may enter any portion of the facilities and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. Notwithstanding the ASSOCIATION's ultimate responsibility for the maintenance of SWMS, the Association shall have the right to enforce the provisions of this Section 25.

25.1.1 No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within SW 100TH ST PROJECT a wetland mitigation area or a wet retention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

25.1.2 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

25.1.3 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating or swimming in such areas allowed.

25.1.4 All SWMS, excluding those areas (if any) maintained by the County or another governmental agency will be the ultimate responsibility of the ASSOCIATION. The ASSOCIATION may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be part of the ASSOCIATION Assessments. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

25.1.5 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SWFWMD, the Association and the Declarant, its successors and assigns.

25.1.6 SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

25.1.7 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of SWFWMD.

25.1.8 If the ASSOCIATION shall cease to exist, all Owners shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility as explained in the Permit.

25.1.9 No owner of property within the subdivision may construct or maintain any building, residence or structure, or undertake or perform any activity in the SWMS and drainage easements described in the Permit and Plat of the subdivision, unless prior approval is received from the SWFWMD Regulation Department.

25.1.10 Each Owner within SW 100TH ST PROJECT at the time of the construction of a Home or structure shall comply with the construction plans for the SWMS approved and on file with SWFWMD.

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

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

25.3 Provision for Budget Expense. In the event SW 100TH ST PROJECT has onsite wetland mitigation (as defined in the regulations) that requires monitoring and maintenance by the Association, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until SWFWMD determines that the area(s) is successful in accordance with the Permit.

26. Florida Friendly Landscape

Existing Native Vegetation. On all areas managed and maintained by the Association following the completion of buildout of all phases to be developed, the Association will, to the extent reasonably possible, but within the discretion of the Board of Directors, endeavor to protect existing, native vegetation identified by Hernando County as that which attracts pollinators and which provides food, shelter and habitat for wildlife.

Landscaping Selection. In accordance with the relevant local government landscaping ordinances and the most current version of the UF/IFAS Florida-Friendly LandscapingTM Guide to Plant Selection and Landscape Design, the Developer or Association, as applicable, will ensure the selection of landscape plants in Association controlled common areas suited to the soil and other site characteristics utilized by the Florida-Friendly LandscapingTM concept. The Community will maintain a diversity of plants within its Common Areas or Managed Areas. The UF/IFAS plant list is not all-inclusive, and many plants not listed may be Florida-Friendly if they match site conditions and are not invasive exotics.

Turfgrass. The Association will implement the University of Florida Institute for Food and Agricultural Sciences (UF/IFAS) and Florida Department of Environmental Protection (FDEP) Green

Industries Best Management Practices recommendations for common area turfgrass, including selection of grasses that may be maintained through use of the low end of the maintenance recommendations for irrigation and fertilizer for the particular type of turf selected and use of Integrated Pest Management (IPM) in selection of pesticides. Turfgrasses shall be allowed to develop deep roots and enter a dormancy stage during the winter or drought periods. Turfgrass maintenance will be taken in terms of survival, not just maintaining a green appearance. The Association is to adhere to Hernando County Land Development Regulations regarding fertilizer use.

Irrigation. All irrigation systems will be installed according to the State Standards for Landscape Irrigation in Florida and will meet or exceed all state and local regulations. Rain shut off devices, evapotranspiration based (ET) controllers, or soil moisture sensors will be installed and operational for all in ground irrigation systems. All irrigation systems shall be operated in accordance with local water restrictions.

Florida-Friendly Landscaping Information. The Association will, as a common expense of the Association, distribute to its new Members, informational materials supplied to the Association by Hernando County which relate to Florida-Friendly Landscaping™ and which may pertain to topics such as plant selection, plant maintenance, turf grass, yard chemicals, fertilizer and water conservation. In the event such materials are distributed, neither the Association, nor any officer, director, manager or employee shall be held responsible or liable for the accuracy of the information provided. Nor shall the Association be under an obligation to create, reproduce or distribute any Florida-Friendly Landscaping™ materials other than that specifically identified by Hernando County for purposes of distribution under this provision and which materials are provided in sufficient quantity by the County to the Association.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being Declarant hereunder, has hereunto set its hand and seal this _____ day of _____, 2022.

WITNESSES:

_____

Print Name:_____

_____

Print Name: _____

"DECLARANT"

SW 100TH ST PROJECT PROJECT, LLC, a Florida limited liabity company

By: _____
Name:
Title:

Date: _____, 2022

STATE OF FLORIDA)
COUNTY OF POLK)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization on this _____ day of _____, 2022, by _____, the _____ SW 100TH ST PROJECT DUNDEE, LLC, a Florida limited liabity company. He is personally known to me.

My commission expires:

_____
NOTARY PUBLIC, State of Florida at Large

Print Name: _____

JOINDER

SW 100TH ST PROJECT HOA, INC., a Florida not-for-profit corporation (the **"Association"**) does hereby join in this COMMUNITY DECLARATION FOR SW 100TH ST PROJECT (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this ____ day of _____, 2022.

WITNESSES:

SW 100TH ST PROJECT HOA, INC., a Florida corporation not for profit

_____

Print Name: _____

By: _____

Name: _____

President

Title: _____

_____

Print Name: _____

{CORPORATE SEAL}

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me by ☐ physical presence or ☐ online notarization on this _____ day of _____, 2022, by _____, as President of SW 100TH ST PROJECT HOA, INC., a Florida corporation not for profit, on behalf of the corporation, who is personally known to me.

My commission expires:

_____

NOTARY PUBLIC, State of Florida at Large

Print Name: _____

EXHIBIT 1

LEGAL DESCRIPTION

EXHIBIT 2

ARTICLES OF INCORPORATION

ARTICLES OF INCORPORATION FOR
SW 100th St Project HOA, INC.
(a corporation not-for-profit)

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

ARTICLE I - NAME

The name of the corporation shall be **SW 100th St Project HOA, INC, Inc.**, a Florida corporation not-for-profit (the "Association").

ARTICLE II – DEFINITIONS

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

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

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

ARTICLE IV- PURPOSE(S)

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

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

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

Section 3. To control the specifications, architecture, design, appearance, elevation and location of, and landscaping around, all buildings and improvements of any type, including walls, fences, swimming pools, antennae, sewers, drains, disposal systems or other structures constructed, placed or permitted to remain in the Property, as well as the alteration, improvement, addition or change thereto.

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

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

ARTICLE V - GENERAL POWERS

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

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

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

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

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

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

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

Section 6. To pay taxes and other charges, if any, on or against the Association Property, excepting Lots not owned by the Association, and the Common Area.

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

Section 8. To engage in activities which will actively foster, promote and advance the common interests of all Owners of any portion of the Property, including contracting for services to be provided to the Association.

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

the Bylaws or the HOA Act.

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

Section 11. To sue and be sued, and to enforce by legal means the provisions of the Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

Section 12. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws. To enforce by legal means the provisions of the HOA Act, other applicable laws, the Declaration, these Articles, the Bylaws, the Rules and Regulations, and the policies of the Association.

Section 13. To adopt, alter and amend or repeal such Bylaws as may be necessary or desirable for the proper management of the affairs of the Association, provided, however, such Bylaws may not be inconsistent with or contrary to any provisions of the Declaration.

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

Section 15. To contract for the management of the Association and to delegate to the party or parties with whom such contract has been entered into the powers and duties of the Association, excepting those which require specific approval of the Board of Directors or the membership of the Association

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

ARTICLE VI - MANNER OF ELECTION OF DIRECTORS

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

ARTICLE VII - MEMBERS

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

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

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

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

(a) Three months after ninety (90%) percent of the Lots have been conveyed to third-party purchasers (purchasers other than Builder(s)); provided however this event shall not be deemed to have occurred based on Lots conveyed to a person or entity who becomes a successor Declarant by assignment; or

(b) Thirty (30) days after Declarant elects to terminate the Class B Membership; or

(c) As otherwise required by Florida law.

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

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

ARTICLE VIII - DIRECTORS

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

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

time by the Declarant.

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

At the first annual election to the Board of Directors where Directors are elected by the Members, the term of office of the elected Director receiving the highest plurality of votes shall be established at two (2) years, with the other elected Directors to serve for a term of one (1) year. Elections shall be by plurality votes. All Directors shall hold office until the election of new directors at the next annual meeting or resignation of said Director. Each year thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time, and the term of the Director so elected or appointed at each annual election shall be for two (2) years expiring at the second annual election following their election, and thereafter until their successors are duly elected and qualified, or until removed from office with or without cause by the affirmative vote of a majority of the Members which elected or appointed them.

ARTICLE IX - OFFICERS

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

President:

Vice President/
Secretary:

Treasurer:

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

The street and mailing address of the Corporation's registered office is 4912 Turnbury Wood Drive, Tampa, Florida 33647, and the Registered Agent is, Barclay Project, LLC.

ARTICLE XI - CORPORATE EXISTENCE

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

ARTICLE XII - BYLAWS

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

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION

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

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

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

modification to the WMD Permit must be approved by the WMD prior to the amendment to these Articles.

ARTICLE XIV- INDEMNIFICATION OF OFFICERS AND DIRECTORS

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

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

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

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

Section 5. **Insurance.** The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of

another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

ARTICLE XV- TRANSACTIONS IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED

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

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

ARTICLE XVI - DISSOLUTION

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

ARTICLE XVII– INCORPORATOR

The name and address of the Incorporator is:

Name: **SW 100th St Project, LLC**
Address: 4912 Turnbury Wood Drive
Tampa, FL 33647

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this ___ day of _____, 2023.

SW 100th St Project, LLC

By: _____
Printed Name: _____
Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me **by means of ☐ physical presence or ☐ online notarization** this ____ day of _____, 2023, by _____, as _____ of Barclay Project, LLC., on behalf of the company. He is [ ] personally known to me or has [ ] produced _____ as identification.

_____
Notary Public Signature

(NOTARY SEAL)

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

REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent for SW 100th St Project HOA, INC, Inc., this ____ day of _____, 2023.

SW 100th St Project, LLC

By:_____
Printed Name:_____
Its:_____

EXHIBIT 3

BYLAWS

EXHIBIT 4

PERMIT