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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL

This Instrument Prepared By:
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**DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS,
OF GARDEN VILLAGE**

This Declaration of Covenants, Conditions and Restrictions is hereby made by **D.R. Horton, Inc., a Delaware corporation**, whose mailing address is 12602 Telecom Drive, Tampa, Florida 33637.

WITNESSETH:

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

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

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

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

ARTICLE I

DEFINITIONS

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

Section 1. **"Articles"** mean and refer to the Articles of Incorporation of Garden Village Community Association, Inc., a not-for-profit Florida corporation, attached hereto as

Exhibit “B”, and all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 2. “**Association**” means Garden Village Community Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

Section 3. “**Builder**” means any person or entity that purchases more than one Lot from the Declarant for the purpose of constructing Homes on such Lots for sale to third party purchasers.

Section 4. “**Bylaws**” mean the Bylaws of Garden Village Community Association, Inc., attached hereto as **Exhibit “C”** and all exhibits attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.

Section 5. “**Common Area**” is the property owned by or dedicated to the Association for the common use and enjoyment of the Members and all improvements constructed thereon and such other property as determined by Declarant, in its sole and absolute discretion, which may include entrance features, street lighting, signage, landscape buffers, open space, rights of way, sidewalks, curbs, paved roads, entry gates, irrigation and Surface Water Management Systems.

Section 6. “**Community**” or “**Garden Village**” means the planned community planned for development upon the property described in Exhibit “A” or any property annexed as provided herein; the said being within Sarasota County, Florida.

Section 7. “**County**” shall mean Sarasota County, Florida.

Section 8. “**Declarant**” means D.R. Horton, Inc., a Delaware corporation, or any successor of Declarant who may be assigned all or a part of the rights and obligations of Declarant pursuant to a written assignment executed by Declarant and recorded among the Public Records of Sarasota County, Florida. If Declarant assigns only a portion of its rights and obligations as Declarant hereunder to an assignee, then the term Declarant as used in this Declaration shall mean such assignee only when necessary to give such assignee the rights and obligations of Declarant hereunder which were assigned to such assignee to the same extent as if such assignee had been the original Declarant, and said assignee shall not have any of the rights and obligations of Declarant hereunder which were not specifically assigned to such assignee.

Section 9. “**Declaration**” means this instrument, together with the Exhibits attached hereto and made a part hereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms hereof.

Section 10. “**Development Period**” means the period of time until the Declarant has sold the last Lot within the Property or any property annexed to the Property and becoming a part of the Property as provided herein to a third party purchaser.

Section 11. "Governing Documents" means the Declaration, Articles, Bylaws, Rules and other documents governing the administration and operation of the Community.

Section 12. "Home" is a single family dwelling constructed upon and including a Lot.

Section 13. "Institutional First Mortgage" is a mortgage executed in favor of an Institutional First Mortgagee, which mortgage is a first and prior mortgage encumbering a Home.

Section 14. "Institutional First Mortgagee" is a bank, federal savings bank, and loan association, any insurance company, pension fund, real estate trust, Federal National Mortgage Association or its assigns, Federal Home Loan Mortgage Company or its assigns, or any other party engaged in the business of mortgage financing, which owns or holds a first and prior mortgage encumbering a Home, and shall include any corporate subsidiary of such entity.

Section 15. "Lot" is a designated lot within the property described on the Plat or any property annexed thereto and becoming a part of the Property conveyed or to be conveyed to an Owner upon which there has been constructed or will be constructed a Home.

Section 16. "Member" is every person or entity who is a Member in the Association by ownership of a Lot or as otherwise provided herein in accordance with Article IV, Section 1 and the Bylaws.

Section 17. "Owner" is the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those parties having such interest merely as security for the performance of any obligation.

Section 18. "Plat" is the Plat of the Property in the plat of Garden Village Phase 1 to be recorded in the Public Records of Sarasota County, Florida, as the same may be amended or re-platted from time to time. The term Plat shall also include any additional plats or re-plats of property subsequently added to the terms of this Declaration.

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

Section 20. "Property" is the property described in **Exhibit "A"**, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and subject to the terms of this Declaration.

Section 21. "Rules" are collectively the rules and regulations which the Board of Directors of the Association may promulgate or impose and thereafter modify, alter, amend, rescind and augment any of the same with respect to the use, operation, and enjoyment of the Property, though excluding the Common Area, and any improvements located thereon.

Section 22. "Surface Water Management System" shall include, but are not limited to, all the following surface water management facilities: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas,

wetlands, and any associated buffer areas, and wetland mitigation areas. The Surface Water Management System facilities are located on land that is owned by or dedicated to the Association, or located on land that is subject to an easement in favor of the Association and its successors.

Section 23. "SWFWMD" or "WMD" shall mean and refer to the Southwest Florida Water Management District.

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

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

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

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

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

(a) Annexation Without Approval of Class "A" Membership. As the owner thereof, or if not the owner, with the consent of the owner thereof, Declarant shall have the unilateral right, privilege and option, from time to time at any time to annex, subject to the provisions of this Declaration and the jurisdiction of the Association, all or any portion of the real property described in a Supplemental Declaration. Such Supplemental Declaration shall not require the consent of the Members. Any such annexation shall be effective upon the filing of record of such Supplemental Declaration unless otherwise provided therein. Declarant shall have the unilateral right to transfer to any other person said right, privilege, and option to annex

additional property which is herein reserved to Declarant, provided that such transfer or assignment is memorialized in a written, recorded instrument executed by Declarant.

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

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

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

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

ARTICLE III

MEMBERSHIP

Section 1. Membership. Every person or entity who is a record Owner of a fee or undivided fee interest in any Lot which is subject to the covenants, conditions, restrictions, reservations, easements, liens and charges, of this Declaration, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities that hold an interest merely as security for the performance of an obligation. No Owner shall have more than one membership for each Lot owned. Membership shall be appurtenant to a Lot and may not be separated from ownership of the Lot. Ownership of a Lot shall be the sole qualification for membership. The Owner of record of each Lot shall be subject to assessment by the Association, as hereinafter provided, and shall be subject to enforcement by the Association in accordance with the terms and provisions of this Declaration.

ARTICLE IV

VOTING RIGHTS

The Association shall have two (2) classes of voting membership:

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

Class B. The Class B Member shall be the Declarant, D.R. Horton, Inc., its successors and assigns. The Class B member shall be entitled to three (3) votes for each Class A Member vote, provided that the Class B membership shall cease and be converted to Class A membership on the happening of any of the following events, whichever occurs earlier, or as otherwise required by Florida law:

- (a) Three (3) months after ninety (90%) percent of the Lots have been conveyed to third-party purchasers;
- (b) Thirty (30) days after Declarant elects to terminate the Class B Membership; or
- (c) As otherwise required by applicable law.

Upon the conversion of the Class B membership to Class A membership, the Declarant

shall be entitled to one vote for each Lot they own in the same manner as all other Class A Members.

ARTICLE V

PROPERTY RIGHTS

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

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

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

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

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

(e) Existing easements and agreements of record and those easement granted by the Declarant or the Association in accordance herewith, including without limitation that certain private access easement granted to the Association and the owner of Lot 1 of the Plat for the use and benefit of the their guests, tenants, and invitees, across the area on Lot 2 depicted on the Plat. The private access easement shall be depicted and granted to the Association and Lot 1 per the Plat. Recordation of an additional easement document in the public records shall not be required in order to effectuate said easements; and

(f) Easements referred to in Article X hereof;

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

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

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

Section 2. Common Area.

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

(b) Maintenance. The Association shall be responsible for the maintenance of the Common Areas in a continuous and satisfactory manner in good order, condition, and repair. In addition, the Association shall replace as scheduled any and all improvements situated on the Common Areas (upon completion of construction by Declarant), including, but not limited to, all landscaping, paving, drainage structures, signs, irrigation systems, fences, and other structures, including entry features, if installed or constructed by the Declarant or the Association, but excepting any public utilities or County improvements. The Association shall be authorized, but not required, to provide other services, such as the employment of stationary or patrolling guards within the Community and emergency repairs and other work on Lots reasonably necessary for the proper maintenance and operation of the Community and shall have easement rights necessary to perform same. All work pursuant to this Section and all expenses hereunder shall be paid for by the Association through Assessments as provided in this Declaration; provided, however, that the cost of any maintenance, repair or replacement caused by the negligent conduct

of an Owner or its guest, tenants or other invitees or by the failure of an Owner to comply with the lawfully adopted rules and regulations of the Association shall be levied as an Individual Assessment against such Owner individually. No Owner may waive or otherwise escape liability for the assessments for such maintenance by non-use of the Common Areas or abandonment of his right to use the Common Areas.

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

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

(a) The right of Declarant to execute all documents and take such actions and do such acts affecting the Property or the Common Area which, in the Declarant's sole discretion, are desirable or necessary to facilitate the Declarant's actual construction or development, construction, sales and marketing of the Property. However, nothing contained herein shall authorize Declarant to take any action that will diminish the rights of any lienholder or the holder of any mortgage on any Lot or on the Common Area; take any action that will affect title to any of the Lots after conveyance to third parties; or unilaterally change the Declaration, Articles, Bylaws and Rules in violation of Chapter 720, Florida Statutes after the Class B Membership has terminated;

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

(c) The Declarant shall have full rights of ingress and egress to and through, and over and about the Property, including all Common Areas, during the Development Period and such additional period of time as Declarant is engaged in any construction or improvement work, sales, leasing or marketing of the Community on or within the Property, and the Declarant shall further have an easement thereon for the purpose of storage of materials, vehicles, tools, equipment, etc., which are being utilized in such development or construction and for the use and maintenance of signs, banners, and the like being used in connection with the sale or promotion of the Property, or any portion thereof. The Declarant shall further have the right to operate and maintain models, sales centers and leasing offices and to operate and open gates and access to the Community to facilitate sales and marketing of the Community in Declarant's sole and absolute discretion. No Owner, his guests, employees, servants, agents and invitees shall in any way interfere or hamper Declarant, its agents, servants, employees, invitees, successors or assigns, in connection with such construction, development, promotion or sales activity; and

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

(e) Notwithstanding anything contained herein to the contrary, neither the Declarant, the Builders, nor the Association makes any representation whatsoever as to the commencement, completion or construction of any optional or recreation facilities within or upon the Property. Title to any portion of the Common Areas owned by Declarant may be transferred to the Association at any time, provided that title to all portions of the Common Areas owned by Developer shall be transferred to the Association no later than the expiration of the Development Period. The transfer of title to any portion of the Common Areas to the Association shall be subject to: (a) all rights of Declarant and other persons set forth in this Declaration; and (b) any restrictions or limitations contained in the instrument conveying such portion to the Association. THE ASSOCIATION AND THE MEMBERS SHALL BE OBLIGATED TO ACCEPT THE COMMON AREAS AND ANY IMPROVEMENTS LOCATED THEREON IN THEIR "AS-IS" CONDITION. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, ALL OF WHICH ARE DISCLAIMED TO THE FULLEST EXTENT PERMITTED BY LAW, WITH RESPECT TO THE COMMON AREAS AND THE IMPROVEMENTS THEREON INCLUDING WITHOUT LIMITATION THE MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY RELATED TO THE USE OF THE SAME, DATE OF COMPLETION OR FUTURE ECONOMIC PERFORMANCE OR OPERATION OF THE COMMON AREAS AND THE IMPROVEMENTS THEREON, INCLUDING ALL MATERIALS, FIXTURES, PERSONAL PROPERTY OR EQUIPMENT THEREIN.

Section 4. No Dedication to Public Use. Nothing contained in this Declaration shall be construed or be deemed to constitute a dedication, express or implied, of any part of the Common Area for use by the public, except for access to and from and throughout the property described in the Plat or any additions thereto for emergency access, law enforcement and persons providing essential services to the Community and its Members.

Section 5. Incorporation of Easements by Reference. Reference in the respective deeds of conveyance, or any mortgage or trust deeds or other evidence of obligation, to the easements and covenants herein described shall be sufficient to create and reserve such easements and covenants to the respective grantees, mortgagees or trustees of said parcels as fully and completely as though said easements and covenants were fully recited and set forth in their entirety in such documents.

Section 6. Surface Water Management. It is acknowledged that the Surface Water Management System, drainage and storage system for the Property is one integrated system, and

shall be owned and operated by the Association. Accordingly, those portions of the Surface Water Management System contained within the Property shall be deemed Common Area and an easement is hereby created over portions of the Property necessary for the surface water drainage and storage and for the installation and maintenance of the Surface Water Management System for the Property; provided, however that such easement shall be subject to improvements constructed within the Property as permitted by controlling governmental authorities from time to time. The Association has the power to accept into the Association subsequent phases as annexed property in accordance with Article II, Section 3 hereof which subsequent phases will utilize the Surface Water Management System. If pursuant to the permitting requirements of any governmental authority the Surface Water Management System for the Property is required to provide drainage for any other property, such other property shall have an easement for drainage purposes into the Surface Water Management System for the Property. The Surface Water Management System of the Property shall be developed, operated, and maintained by the Association in conformance with the requirements of, and any permits or approvals issued by the WMD and any other controlling governmental authority. Except as hereafter provided, the Association shall maintain as a regular expense the entire Surface Water Management System for the Property in accordance with the Permit, including but not limited to all inlets, ditches, lakes and canals, swale areas, retention areas, culverts, pipes, pumps, catch basins, water control structures, retention and detention areas, floodplain compensation areas, wetlands and associated buffer area, and mitigation areas, and all related appurtenances, and any littoral zones in any lakes or other waterway, regardless of whether or not same are natural or man-made within the Property or are owned by the Association. Such maintenance shall be performed in conformance with the requirements of any governmental authority, and an easement for such maintenance is hereby created. The Association will have the right, but not the obligation, to maintain any portion of the Surface Water Management System for the Property which is owned and/or maintained by any controlling governmental authority, or which is outside of the Property. The Association will have the right to enter into agreements with any controlling governmental authority or any other property owner or association for the common maintenance of the Surface Water Management System serving the Property and any other property. The Property shall be required to accept surface water drainage from any other property pursuant to the requirements of any controlling governmental authority and an easement for such drainage is hereby created, and in connection therewith the Association will have the right, but not the obligation, to maintain any portion of the Surface Water Management System for such other property reasonably required in connection with the maintenance or operation of the Surface Water Management System for the Property.

ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments to be Paid to the Association. The Declarant, for each Lot owned by it within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance (including any purchaser at a judicial sale), is deemed to covenant, which covenant shall run with the land and be binding on every Owner, and agrees to pay to the Association: (1) any regular assessments or charges for the payment of operating expenses of the Association (including payment of property taxes which may be

assessed against Common Area or any personal property which may in the future be owned by the Association) ("Regular Assessments" or "Annual Assessments"); and (2) any special assessments for improvements, or to fund any deficits between the amount collected for regular assessments in accordance with the annual budget and the amount determined necessary by the Association for the proper management and maintenance of the Common Area, together with other costs and/or expenses levied or imposed against the Association or property of the Association ("Special Assessments"); and (3) any individual assessments or charges incurred by the Association on behalf of one or more Lots but not all Lots ("Individual Assessments"). All of the foregoing assessments shall be collectively referred to as "Assessment" and such Assessments shall be fixed, established and collected from time to time as hereinafter provided. The Assessments, together with such interest thereon and costs of collection thereof, including attorney's fees, as hereinafter provided and any applicable late fee imposed by the Board of Directors of the Association, shall be a charge on the Property and shall be a *continuing lien* relating back to the date of recordation of the Declaration upon any Lot against which each such assessment is made, and said lien may be enforced in the same manner in which mortgages are enforced. Each such Assessment, together with interest, costs (including applicable late fees), and reasonable attorneys' fees for its collection, including attorneys' fees involved at all appellate levels and whether or not suit is instituted, shall also be the personal obligation of the person or entity who was the Owner of the Lot at the time when the Assessment becomes due. Each Owner shall be jointly and severally responsible with the previous Owner for all Assessments due to the Association prior to the transfer of title without prejudice to any right the present Owner may have to recover any amounts paid by the present Owner from the previous Owner.

Section 2. Purpose of Assessments. The Assessments to be levied by the Association shall be used for the purpose of promoting the recreation, health, safety, and welfare of the residents of the Property and shall specifically include, but not limited to: payment of all water or utility charges for the Lots and Common Area billed through the master water meter or to the Association; any fees due under a bulk service agreement entered into on behalf of the Owners by the Association or Declarant; the maintenance of the Common Area and any improvements or equipment maintained by the Association; the payment of taxes and insurance for the Common Area; payment for the improvement and maintenance of the Common Area; and services and facilities related to the use and enjoyment of the Common Area. Special Assessments shall be used to fund capital improvements, deficits in the collection of Regular Assessments to cover operating expenses of the Association, and other purposes deemed necessary by a majority vote of Owners of the Association as set forth in Section 5 hereof. Individual Assessments shall be for the costs incurred by the Association which by nature are applicable only to one or more Lots, but less than all Lots. By way of example and not limitation, in the event an Owner fails to maintain their Lot in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents, shall be an Individual Assessment levied against such Lot

Section 3. Basis of Annual Assessments. For the initial year of operation of the Association, the monthly Annual Assessment shall be the amount as set forth in the estimated

operating budget of the Association for the first year of operation. From and after January of the next operating year, the Annual Assessment shall be determined in accordance with the Articles of Incorporation and Bylaws of the Association taking into account current maintenance costs and future needs of the Association. Each Owner acknowledges the Association is responsible for the repair and maintenance of capital improvements that may result in a Special Assessment due to reserves not being collected. Because reserve accounts are not being initially provided for by the Declarant, the Members of the Association may elect to collect reserves after the expiration of the Class B Membership upon the affirmative approval of a majority of the total voting interests of the Association obtained by a vote of the Members at a duly called meeting of the membership or by the written consent of a majority of the total voting interests of the Association. The approval action of the membership must state that reserve accounts shall be provided for in the budget and must designate the components for which the reserve accounts are to be established. Upon approval by the membership, the Board shall include the required reserve accounts in the budget in the next fiscal year following the approval and each year thereafter. Once reserves are established as provided in this subsection, the reserve accounts must be maintained with the collection of Annual Assessments or have their funding waived in the manner provided by Chapter 720, Florida Statutes. Notwithstanding the same, reserves will not be funded by the Declarant for the Lots Declarant owns so long as Declarant is funding any deficits in operating costs pursuant to Section 12 herein.

Section 4. Uniform Rate of Assessment. Unless otherwise provided for herein, both Annual and Special Assessments must be fixed at a uniform rate for all Lots with a Home and may be collected on an annual, quarterly or monthly basis or at any other interval as determined by the Board of Directors. Payments of all Assessments will be made directly to the Association or its designated management company and in no instance shall any mortgagees have the obligation to collect Assessments.

Section 5. Special Assessment for Capital Improvements. In addition to the Annual Assessment authorized above, the Association may levy in any assessment year, a Special Assessment applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Area, including the necessary fixtures and personal property related thereto, or to cover deficits in the collection of Regular Assessments to cover operating expenses of the Association; PROVIDED that any such Special Assessments shall have the assent of a majority of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than 15 days nor more than 60 days in advance of the meeting setting forth the purpose of the meeting.

Section 6. Quorum for Any Action Authorized Under Section 5. At each meeting called, as provided in Section 5 hereof, the presence of the meeting of Members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, one additional meeting may be called, subject to the notice requirements set forth in Section 5 and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 7. Date of Commencement of Annual Assessments; Due Dates. The Annual Assessments provided for herein shall commence as to each Lot on the conveyance of the Lot by the Declarant to a third party purchaser. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors of the Association shall fix the amount of the Annual Assessment against each Lot at least thirty (30) days in advance of each Annual Assessment period. Written notice of the Annual Assessment shall be sent to every Owner subject thereto together with the due date of such Assessments established by the Board of Directors. The Board of Directors, if necessary to insure cash flow, may institute reasonable late payment fees for delinquent payment of the Annual Assessment. The Association shall upon demand at any time furnish a certificate in writing signed by an officer of the Association setting forth whether the Assessments on a specified Lot have been paid. A reasonable charge may be made by the Board or its agent for the issuance of these certificates. Such certificate shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessments which are not paid when due shall be delinquent. If the Assessment is not paid within ten (10) days (or such other period of time established by the Board) after the due date, an administrative late fee of the greater of Twenty-Five and no/100 Dollars (\$25.00) or 5% of the amount of the installment that is past due, together with interest in an amount equal to the maximum rate per annum allowable by law beginning from the due date until paid in full may be levied. The Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Lot to which the Assessment is levied, and interest, costs and reasonable attorneys' fees, including at all appellate levels and whether or not suit is instituted, in collection or enforcement shall be added to the amount of such Assessment. Additionally, the Board of Directors of the Association may at its discretion accelerate the Assessments then due from a delinquent Owner for the next twelve (12) months. The Association may also notify any mortgagees or lenders of Owner, any co-borrowers and/or guarantor(s) without recourse to Declarant and/or the Association of delinquencies in the payment of Assessments. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his or her Lot. All payments on accounts shall be first applied to fines levied in accordance with the terms of the Declaration, interest accrued by the Association, then to any administrative late fees, then to collection costs and attorney fees, and then to the delinquent Assessments. The allocation of payments described herein shall apply notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment. Additionally, if a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner may be collected by the Association and shall be credited to the monetary obligations of the Owner to the Association. If within fourteen (14) days from written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive credit for the prepaid rent for the applicable period of such prepaid rent.

Section 9. Individual Assessment Against a Particular Owner of Lot. In the event an Owner of any Lot in the Property shall fail to maintain the premises and the improvements

situated thereon in accordance with the terms and conditions of the Declaration and any promulgated Rules in the manner satisfactory to the Board of Directors to a minimum standard of consistency with the general appearance of the Property as initially constructed and improved by the Declarant (taking into account normal wear and tear and exposure to normal exterior conditions, but not to the point of unsightliness), the Association, after approval by a majority of the Board of Directors, shall have the right, through its agents and employees, to enter upon said Lot and to repair, maintain, and restore the Lot, and the exterior of the buildings and any other improvements erected thereon. The costs of such exterior maintenance performed on behalf of the Lot Owner to which such Lot is subject shall be subject to an Individual Assessment for such expense; and said Individual Assessment shall be enforced in the same manner as provided for in Section 8. In addition, in the event any Owner, its guests, tenants or invitees cause any damage to the Common Areas, including the irrigation lines, Surface Water Management Systems, or sidewalks, such Owner shall be responsible for the cost of any repairs required to correct such damage and the cost thereof may be assessed to the Lot Owner as an Individual Assessment.

Section 10. Subordination of the Lien to Mortgages. The lien of the Assessments provided for herein shall be superior to all other liens except tax liens and the liens of any bona fide Institutional First Mortgage to an Institutional First Mortgagee recorded prior to any lien for Assessments by the Association; provided, however, that said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtednesses payable in monthly, quarterly or annual payments over a period of not less than ten (10) years.

Section 11. Exempt Property. The following Property subject to this Declaration shall be exempt from the Assessments created herein: (a) any portion of the Property dedicated to and accepted by a local public authority; (b) the Common Area; (c) any portion of the Property which is designated and/or reserved for easements; and (d) any portion of the Property owned by a charitable or non-profit organization exempt from taxation by the laws of the State of Florida; however, no land or improvements devoted to dwelling use shall be exempt from said Assessments. In addition, Lots owned by the Declarant may be exempt from payment of Assessments during any period of time that Declarant is funding deficits in operating expenses in accordance with Section 12 hereof.

Section 12. Declarant's Right to Fund Operating Deficits. Notwithstanding any provision that may be contained to the contrary in this Declaration, for as long as Declarant is in control of the Association, the Declarant shall not be liable for Assessments against such Lots owned by the Declarant, provided that the Declarant funds any deficit in operating expenses exclusive of reserves, cost of capital improvements, and non-budgeted repairs or replacement, as specified in Section 720.308(1)(b), Florida Statutes. For the purposes hereof, a deficit shall be computed by subtraction from said operating expenses (exclusive of the items described in the foregoing sentence) all Assessments, contributions income, and other sums received or receivable by the Association. The Declarant may at any time commence to pay Assessments to the Lots that it owns and thereby automatically terminate its obligations to fund a deficit in the operating expenses of the Association, or any time or from time to time elect again to fund deficits as aforesaid. When all Lots within the Property are sold and conveyed to purchasers, the Declarant shall have no further liability of any kind to the Association for the payment of Assessments or deficits other than those that arose prior to such time. Should Declarant, in its sole discretion, elect to fund cash shortfalls caused by delinquencies or other matters which

would not otherwise require deficit funds from the Declarant, such funds shall be considered a loan to the Association to be paid back to the Declarant by the Association. The Declarant's rights under this Section 12 shall not be construed as a guarantee of Assessments under Section 720.308(2), Florida Statutes.

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

ARTICLE VII

CAPITAL CONTRIBUTION

Section 1. Capital Contribution on Sale By Declarant. At the time of the closing of a Home by the Declarant, each purchaser shall pay to the Association the amount of \$200.00 at the time of the conveyance as a contribution to working capital. These monies (hereinafter called "**Capital Contribution**") shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments. No refund of a Capital Contribution will be made on re-sale.

Section 2. Capital Contribution on Sale By Owner Other Than Declarant. At the time of the closing of a Home pursuant to a sale by an Owner other than Declarant, each purchaser shall pay to the Association the amount of \$200.00 at the time of the conveyance as a Capital Contribution. These monies shall be the Association's property, and shall be held by the Association through its Board of Directors, pursuant to the powers described in the Articles and Bylaws. The Capital Contribution shall be deemed ordinary association income and need not be separated from or held or applied differently than assessments. No refund of a Capital Contribution will be made on re-sale.

ARTICLE VIII

ARCHITECTURAL CONTROL

Section 1. Review of Proposed Construction. Subject to Section 2 below, no improvement or alteration of any kind, including, but not limited to, a fence, wall or other addition, structure, or equipment (including exterior paint, roofing, landscaping, antennas, awnings, and shutters) shall be installed, painted, erected, removed or maintained within the Property, until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to, and approved in writing by, a majority of the Board of Directors of the Association. The Board of Directors of the Association shall approve

proposals or plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated thereby in the locations indicated will not be detrimental to the appearance of the surrounding area of the Property and that the appearance of any improvement or other structure affected thereby will be in harmony with surrounding structures and improvements (or the surrounding area contemplated by Declarant, if within the Development Period) and it otherwise desirable. The Board of Directors of the Association may condition its approval of proposals and plans and specifications as it deems appropriate, and may require submission of additional plans and specifications or other information prior to approving or disapproving material submitted. The Board of Directors of the Association may also issue rules or guidelines setting forth procedures for the submission of plans for approval. The Board of Directors of the Association may require such detail in plans and specifications submitted for its review as it deems proper, including, without limitation, floor plans, site plans, drainage plans, elevation drawings and descriptions or samples of exterior materials and colors. Until receipt by the Board of Directors of the Association of any required plans and specifications, the Board of Directors of the Association may postpone review of any plans submitted for approval. The Board of Directors of the Association shall have forty-five (45) days after delivery of all required materials to approve or reject any such plans. During the period of time the Declarant appoints the majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed not approved; provided, however, once Owners other than the Declarant elect a majority of the Board, if an Owner's plans are not approved within such 45-day period, said plans shall be deemed approved. All changes and alterations shall be subject independently to all applicable governmental laws, statutes, ordinances, rules, regulations, orders and decrees. Any alteration or modification to the location and/or placement of exterior walls of any Home shall be further conditioned on compliance with the County ordinances and the obtaining of applicable governmental approvals, if any.

Section 2. No Waiver of Future Approvals. The approval of the Board of Directors of the Association of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the Board of Directors of the Association, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings or matters whether subsequently or additionally submitted for approval or consent.

Section 3. Liability of the Board of Directors of the Association. No member of the Board of Directors of the Association (or Declarant) shall be liable to any Owner or other person by reason of mistake in judgment, failure to point out deficiencies in plans, or any other act or omission in connection with the approval of any plans. Any Owner submitting plans hereunder by the submitting of same, agrees (i) not to seek any damages or make any claim arising out of approval of plans hereunder, and (ii) to indemnify and hold the Board of Directors of the Association, the Association and Declarant harmless from any cost, claim, damage, expense or liability whatsoever, including attorneys' fees and costs at all tribunal and appellate levels (and whether or not suit is instituted), arising out of the approval of any plans regardless of the negligence of the committee members, their representatives, or appointing entity.

Section 4. Inspection of Work. Inspection of work and correction of defects therein shall proceed as follows:

(a) Upon the completion of any work for which approved plans are required hereunder the applicant for such approval (“**Applicant**”) shall give written notice of completion to the Board of Directors of the Association.

(b) Within thirty (30) days thereafter, the Board of Directors of the Association (or its duly authorized representative) may inspect such completed work. If the Board of Directors of the Association finds that such work was not affected in substantial compliance with the approved plans, it shall notify the Applicant in writing of such noncompliance within such thirty (30) day period, specifying the particulars of noncompliance, and shall require the Applicant to remedy the same.

(c) If an Applicant is notified of any noncompliance, the Applicant shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling. If Applicant does not comply with the Board of Directors of the Association ruling within such period, the Board, at its option, may either remove the noncomplying improvement or remedy the noncompliance (an easement therefore being hereby created), and Applicant shall reimburse the Association, upon demand, for all expenses incurred in connection therewith. This amount, together with interest thereon at the rate of eighteen (18%) percent per annum from the date the noncompliance was to have been remedied or removed, the maximum late fee allowed under Florida Statutes for each month that a violation exists if payment is not made within thirty (30) days after announcement, and all costs and reasonable attorneys’ fees incurred by the Association in collection, enforcement or abatement, as appropriate (including attorneys’ fees incurred at all appellate levels and whether or not suit is instituted) shall be a personal obligation of Owner and shall not pass to the successors in title of Owner unless expressly assumed by such successors. Such amount (including interest, costs, late fees and attorneys’ fees as provided above) shall also be a *continuing lien* and run with the land on the Owner’s Property if not paid within thirty (30) days after notice enforceable in the same manner in which mortgages are enforced by foreclosure, or by bringing an action at law or equity against the Owner.

(d) If for any reason the Board of Directors of the Association fails to notify the Applicant of any noncompliance within forty-five (45) days after receipt of written notice of completion from the Applicant, the improvement shall be deemed to have been made in accordance with the approved plans.

Section 5. Variances. The Board of Directors of the Association may authorize variances from compliance with any of the architectural provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require. Such variance must be evidenced in writing and must be signed by at least two (2) members of the Board of Directors of the Association. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration shall be deemed to have occurred with respect to the matter for which the variance was granted. The granting of such a variance shall not operate to waive any of the terms and provisions of this Declaration for any purpose except as to the particular property and particular provisions hereof covered by the variance, nor shall it affect in any way the Owner’s obligation to comply with all governmental laws and regulations affecting his use of the Lot and Home, including, but not

limited to, zoning ordinances and lot setback lines or requirements imposed by any governmental or municipal authority.

Section 6. Architectural Control Committee. The Board of Directors of the Association may assign all of its responsibilities under Article VIII to an Architectural Control Committee to be appointed by the Board of Directors of the Association (the "ACC").

Section 7. Declarant's Exemption. Notwithstanding anything to the contrary, this Article does not apply to the Declarant. Notwithstanding anything to contrary, the Declarant shall have the right to approve any of the foregoing for any Builder in lieu of the Association. The Declarant's review and approval of any Builder plans shall be deemed approval of the ACC and the Association and such approval may not be revoked or modified.

ARTICLE IX

USE RESTRICTIONS

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

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

Section 3. Offensive Activities. No noxious or offensive activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the Community, or any matter which affects the health, safety or welfare of the owners or occupants of the Property, in the Association's reasonable discretion.

Section 4. Pets. No livestock or poultry shall be kept, maintained, or bred in any Home or elsewhere within the Property, except for fish in an aquarium and birds in cages maintained in the interior of the Home and not more than a total of two (2) domestic dogs (other than dogs which in the reasonable determination of the Board of Directors or under applicable codes or regulations are determined to be a threat to the safety of the occupants of the Property which shall not be allowed under any circumstances in the Property) or two (2) domestic cats shall be permitted to be kept in a Home or Lot, provided such animals are not kept, bred or raised for commercial purposes. Notwithstanding the foregoing, the Board of Directors shall specifically have the power to either permit additional domestic dogs or cats to be kept as pets by an Owner if in the determination of the Board such pets shall not cause or be deemed by the Board of Directors to constitute a nuisance to any other Owner in the determination of the Board of Directors. Each person bringing or keeping a pet within the Property shall be absolutely liable to the Association, other Owners and their invitees for any damage to persons or property caused

by any pet brought upon or kept upon the Property and it shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings or otherwise used any portion of the Property or public street abutting or visible from the Property. Animals belonging to Owners or invitees of any Owner must be kept within an enclosure or, on a leash held by a person capable of controlling the animal. No pets shall be "tied out" in a yard or on a porch or patio and left unattended for any extended period of time. The Association shall have the right to promulgate Rules and Regulations relating to animals and the right to restrict or require removal any such animals determined by the Board or applicable coders or regulations to constitute a nuisance or danger to the Community. In addition, all pet owners shall be required to maintain at all times adequate homeowners' insurance coverage for any and all liabilities related to the pet(s) owned and kept on the Lot, which insurance shall name the Association as an additional insured. Proof of such insurance coverage shall be provided by the Owner to the Association upon reasonable request not more than one time per calendar year. If such coverage is not provided as required herein, the Association shall have the right to require the pet to be removed from the Lot until the appropriate insurance coverage is obtained.

Section 5. Signs. During the time period Declarant owns any Lot within the Property, no sign of any kind shall be displayed to the public view on any Lot, except one sign not larger than 2" X 3" and placed in one ground floor window or one second story window advertising that property is for sale or rent, except signs used by the Declarant and Builders to advertise the Property during the construction and sale of Homes. Once the Declarant has conveyed all Lots it owns within the Property, for sale or for rent signs, as well as political signage, may be temporarily erected on the Lot in a location approved by the ACC or placed in one window of the Home. The Declarant is exempt from the foregoing restrictions.

Section 6. Garbage. No Lot shall be used or maintained as a dumping ground for rubbish. All trash and garbage shall be regularly removed from each Lot and shall not be allowed to accumulate thereon. Trash, garbage or other waste shall be kept in sanitary, covered containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. In no event shall such equipment and/or containers be visible from the Common Area streets, from neighboring Property or within property contained in the Plat, except for a reasonable time immediately prior to and after scheduled trash collection, and in all events in compliance with the County Code.

Section 7. Storage of Personal Property. No garments, rugs, towels or blankets or any other materials may be hung, exposed or dusted from the windows or from the front facade of any Home. Further, unless otherwise specifically prohibited by applicable local, State or Federal law, no outside clotheslines or other facilities for drying or airing clothes shall be erected in the front yard, side yard or back yard of any Home. All personal property of Owners or other occupants shall be stored inside; provided, however, patio furniture or other personal property which is specifically for the use and enjoyment of designated outdoor areas of the Home shall be permitted.

Section 8. Parking. Parking in the Community is strictly limited to designated driveways, garages and designated guest parking spaces. There shall be no parking on the grass, the streets or any portion of any sidewalk which is not part of a designated driveway. An Owner may park in the Home's garage or in the driveway on the Lot. Car covers are prohibited and

license tags on all vehicles must be current. No vehicle which cannot operate on its own power shall remain in the Community for more than twenty four (24) hours, except in the garage of a Home. No repair or maintenance, except for emergency repairs of vehicles shall be made unless in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view. Any truck over 1 ton, trailer, commercial vehicle, recreational vehicle, boat, rowboat, canoe, jet ski or boat trailer shall not be permitted to be parked outside of an enclosed garage. This restriction shall not be deemed to limit service vehicles whose purpose is to perform maintenance and delivery service to the Lot Owners or the Association during normal working hours or for work performed for the Declarant or the Association which are necessary in the development, maintenance or management of the Association. The term "commercial vehicle" includes trucks and vehicular equipment or other vehicles which are used or which are ordinarily intended to be used for commercial purposes or which contain materials regularly used in trade or business. No vehicles displaying commercial advertising shall be parked within the public view. Automobiles issued by the County or other governmental entity (i.e., police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), golf carts, scooters or mini motorcycles are permitted at any time on any paved surfaces forming a part of the Common Areas. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by Declarant, or its agents. Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein, the Association is authorized to order the towing of any vehicle (at said vehicle owner's expense) for a violation of this Section if a vehicle remains in violation of this Section for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing 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. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

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

Section 10. Garages. No garage may be improved for purposes of making same a living area, nor shall garage doors be removed except for replacement (in which case the Owner must obtain approval of any replacement door from the Board of Directors of the Association). No garage may be used for the operation of a business or for any commercial purpose of any kind.

Section 11. Window Coverings. No external window covering, reflective window covering or iron or decorative bars(either interior or exterior) may be placed or permitted to remain on any window of any building without the prior written approval of the Board of

Directors of the Association. Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No 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. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones. Window or wall air conditioner units are prohibited.

Section 12. Flags. No flags or banners other than a Flag permitted by Chapter 720.304, Florida Statutes, or other local, state or federal law, which must be displayed in a respectful manner and which is subject to reasonable standards for size, placement and safety as may be adopted by the Association will be permitted. The foregoing sentence shall not apply to the Declarant.

Section 13. Reconstruction. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance this Declaration within 6 months of the date of the loss. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the 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.

Section 14. Business Activities. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted in the Community that disrupts the residents, including without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not disrupt the residential nature of the Community unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within the Community. No solicitors of a commercial nature shall be allowed within the Community, without the prior written consent of Association. No day care center, child care, elder care or other assisted living facility may be operated out of a Home. No garage sales are permitted, except as permitted by Association.

Section 15. Telecommunications. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first had and obtained from the 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. 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.

Section 16. Fences. No Owner shall be permitted to install a fence to enclose any portion of the Lot without the prior approval of the Board or ACC in accordance with Article VIII, which shall approve the material, location and height. Any perimeter fences originally installed by the Developer or the Association shall be maintained by the Association for the benefit of all Owners. All other fences located on a Lot or approved fences installed by an Owner or Owners shall be maintained by the Owner or Owners of such benefitted Lots at such Owner's or Owners' sole cost and expense.

Section 17. Exemptions. Notwithstanding anything to the contrary, any restrictions contained in this Article that would disrupt the construction, sales, and marketing of Homes in the Community shall not apply to the Declarant.

ARTICLE X

EASEMENTS

Section 1. Public Service. Easements are reserved over each Lot and the Common Area for public service purposes including but not limited to, police protection, fire protection, emergency services, postal service and meter reading.

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

Section 3. Encroachments. Notwithstanding any other provisions contained in this Declaration, in the event that any Home, as constructed by the Declarant on a Lot, encroaches upon any portion of the Common Area or adjoining Lot, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Area or adjoining Lot. In the event any fence, roof, overhanging roof, or portion of the Home, as constructed upon any Lot by Declarant, encroaches or overlaps upon any other Lot or the Common Area, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Home is construction shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Area.

Section 4. Drainage. The Association shall have the responsibility to maintain all drainage easements, drainage facilities and drainage pipes and equipment within the Property and the expense for same will be a common expense of the Association.

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

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

Section 7. Maintenance of Easement Areas. Within the easement areas hereby reserved or created, or shown on the Plat of the Community, or within any designated common areas containing any component of the Surface Water Management System, no digging, excavation, depositing fill material, debris or any other material or item, or altering any water control structure, or any other construction to modify the Surface Water Management System shall be allowed, and no permanent structure may be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow or drainage canals in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The area of each Lot upon which an easement is located shall be maintained continuously by the Owner of the Lot, except that those improvements which are the property of a public authority or utility company shall be maintained by such authority or utility company.

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

ARTICLE XI

COVENANTS FOR HOME MAINTENANCE

Section 1. Maintenance of Homes. Each Lot Owner shall be responsible for maintaining, repairing, and replacing of the Home and all other improvements situated on his Lot in a clean, sanitary, neat, safe and orderly condition, including without limitation, all obligations

for interior maintenance, repair or replacement of walls, roofs, windows, gutters, downspouts, skylights, doors, air-conditioning or water softening fixtures or equipment, or any equipment, facilities or other items whatsoever installed within or placed upon any Lot by any Owner, including its agents, or other designees, and/or any other maintenance obligations designated as the Owners' responsibilities from time to time in the Governing Documents. Each Owner shall also maintain, repair and replace its own mailbox; provided, however, any common mail kiosks shall be maintained, repaired and replaced by the Association. It will also be the duty of each Lot Owner to maintain in good repair any driveway servicing a single Lot. The Lot Owner shall obtain the written consent of the Association prior to making any modifications requiring approval under Article VIII hereof. If any Lot Owner breaches these covenants, the Association may enforce these covenants in accordance with the provisions of this Declaration.

Section 2. Lawn Maintenance. It shall be the duty of each Owner to perform regular and routine lawn maintenance as well as regularly cut the grass located on the Lot Owner's Lot at the Owners' expense. The Lot Owner shall promptly replace any grass that has died or otherwise requires replacement. In the event an Owner fails to adequately maintain the lawn, cut the grass on the Lot or replace dead grass, after reasonable notice and the opportunity to do the required maintenance or replacement, the Association shall have the right to enter upon the Lot and perform necessary lawn maintenance, replacement or cut the grass. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of maintaining and cutting the grass, if necessary, and the Lot Owner shall not place any obstruction, fence, wall, tree or shrubbery on such ground without the consent of the Association. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining or replacing the lawn and landscaping on the Owner's Lot and shall promptly reimburse the Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot.

Section 3. Irrigation. It shall be the duty of the Association to maintain the irrigation system for the Community Common Areas and within any landscape easements or buffers which are the Association's responsibility at the Association's expense. The cost of maintenance of such portion of the irrigation system shall be assumed by the Association for the benefit of the entire Property and such costs shall be considered with the budget as part of grounds' maintenance charged as a Common Expense. It shall be the duty of each Owner to maintain any irrigation lines and equipment located on and servicing a Lot at the Owners' expense. The Association is hereby granted an easement over and across the Lot Owner's Lot for the purpose of installing the irrigation system. No Lot Owner shall place any obstruction, fence, wall, tree or shrubbery over the irrigation system without the consent of the Association. A Lot Owner shall be responsible for payment of any costs related to the repair and/or replacement necessary as a result of any damage done to the irrigation system, whether on the Owner's Lot, the Common Area, or within a landscape easement or buffer caused by Owner, any member of Owner's family, any guests, invitees, tenants, contractors, workers or agents of Owner. Each Owner acknowledges that due to water quality, irrigation systems may cause staining on Homes, other structures, or paved areas. It is each Lot Owner's responsibility to treat and remove any such staining at the Lot Owner's expense. The Lot Owner shall be responsible for all costs incurred by the Association in maintaining the irrigation system on the Owner's Lot (excepting any portion within a dedicated landscape easement or buffer) and shall promptly reimburse the

Association within ten (10) days after receipt of an invoice from the Association for such maintenance. All such costs shall be deemed an Individual Assessment on such Lot.

Section 4. Landscaping. The Association shall only be responsible for the maintenance of landscaping on the Common Areas or within any landscape easements or buffer installed to comply with governmental requirements by the Declarant or by the Association. Such maintenance shall include routine trimming, weeding and pruning of the landscaping. Each Owner shall be solely responsible for all maintenance and replacement of all landscaping installed on the Lot. The Association is hereby granted an easement over and across an Owner's Lot for the purpose of maintaining the landscaping on the Common Areas or within any landscape easements or buffer in accordance herewith. Owners hereby acknowledge the landscape material on the Property and within any landscape easement or buffer is intended to fulfill required landscape buffer requirements. Owners shall not cut or remove any landscape materials on landscape easements, landscape materials installed by the Declarant or the Association or any landscape materials required to remain pursuant to a permit or other governmental regulation. Any Owner violating the restrictions of this section resulting in landscaping needing to be repaired or replaced will be charged the cost of such work. All such costs shall be deemed an Individual Assessment on such Lot.

Section 5. Insurance. Each Owner of a Lot shall obtain insurance coverage upon the Lot insuring the Home and any improvements located thereon in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against (i) loss or damage by fire, hurricane, tornado, wind-storm, or other hazards covered by a standard extended coverage endorsement, and (ii) such other risks as from time to time shall be customarily covered with respect to similar construction, location and use as the Home including but not limited to vandalism and malicious mischief. Such coverage shall name the Association as an additional insured party. The Owner shall furnish proof of insurance to the Association at the time of purchase of a Lot and shall furnish proof of renewal of such insurance on the anniversary date thereof. In addition, any Owner owning or keeping a pet on a Lot shall also obtain and maintain adequate homeowners' insurance to cover pet liability, naming the Association as an additional insured.

Section 6. Exterior Painting and Pressure Cleaning. Each Lot Owner shall be responsible for exterior painting and pressure cleaning of the Home and improvements thereon as required by the Association in accordance with this section. It is anticipated that the Association shall require all Homes to be painted every five to seven years. In addition, it is anticipated that the Association shall require the roof, exterior walls, sidewalks, patios and driveways of all Homes to be pressured washed every three years. The Board shall convene a duly noticed meeting to determine when the uniform exterior painting and pressuring washing shall be required for all Homes in the Community and each Owner shall have at least 120 days to commence the work after the Association provides written notification of required painting or cleaning. Each Owner shall have the right to paint or clean more frequently than required by the Association, provided that prior written approval of paint color is obtained from the Board. Notwithstanding the foregoing, by majority vote of the Members at a duly notice meeting, the Association may enter into a contract for painting or pressuring washing of all Homes in the Community and charge each Owner its equal share of the cost thereof as a Special Assessment. If any Lot Owner fails or refuses to paint or pressure wash its Home or other improvements as

required herein, the Association may perform the work and charge the Owner the cost thereof as an Individual Assessment.

ARTICLE XII

COVENANTS RELATING TO FIRST MORTGAGEES

Section 1. The following actions will require the prior written approval of two-thirds (2/3) of the holders of record of Institutional First Mortgages on Lots within the Property, (based upon one (1) vote for each Institutional First Mortgage holder): the abandonment, partition, subdivision, encumbrance, sale or transfer of the Common Area by the Association, other than the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area; a material change in the method of determining the assessments or other charges that may be levied against an Owner; the failure of the Association to maintain fire and extended coverage on any insurable improvements hereafter on the Common Area and any insurable improvements thereon in an amount that shall not be less than one hundred (100%) percent of the insurable value, based on the current replacement costs; the use of the insurance proceeds paid to the Association for any loss to the Common Area, or the improvements thereon, for any purpose other than the repair, replacement or reconstruction of the Common Area and the improvements thereon; the amendment of the Declaration in any manner which materially affects or impairs the rights of an Institutional First Mortgagee; the conveyance, encumbrance or hypothecation in any manner of the Common Area.

Section 2. An Institutional First Mortgage encumbering any Lot in the Property may singly or jointly with other Institutional First Mortgagees: pay the taxes or other charges which are in default and which may or have become a charge against the Common Area; pay overdue premiums on hazard insurance policies for the Common Area; or secure new hazard insurance coverage for the Common Area after lapse of the existing coverage. In the event any Institutional First Mortgagee makes any of the aforementioned payments, such Institutional First Mortgagee shall be entitled to immediate reimbursement from the Association for the payments advanced, and such Mortgagee shall be subrogated to the assessment and lien rights of the Association against the Owners for the repayment of such advance, and the expense of making such reimbursement to the Institutional First Mortgagee shall be deemed a common expense of the Association.

Section 3. No provision of this Declaration shall be interpreted to give an Owner, or any other party, priority over the rights of any Institutional First Mortgagee pursuant to the terms of its Mortgage on any Lot on the Property in the event of a distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

Section 4. Any Institutional First Mortgagee of a Lot on the Property who obtains title to a Lot pursuant to the remedies provided in said Mortgagee's Institutional First Mortgage on that Lot, or obtains title by deed in lieu of foreclosure, shall not be jointly and severally liable with the prior owner for unpaid assessment or charges accrued against said Lot prior to the acquisition of title to said Lot by such Mortgagee; however, such Mortgagee, or its successors or assigns as a subsequent holder of the first mortgage, acquiring title to a Lot by foreclosure or by deed in lieu of foreclosure, shall be liable for the unpaid Assessments that became due before the

mortgagee's acquisition of title in the amount equal to the lesser of (i) the Lot's unpaid Assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or (ii) one percent of the original mortgage debt on the Lot. The limitations on Assessment liability for Institutional First Mortgagees obtaining title through foreclosure provided by this paragraph apply only if the Institutional First Mortgagee filed suit against the Lot Owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable. Institutional First Mortgagees shall be responsible for all Assessments on the Lot as of the date of acquisition, including any Special Assessment or Individual Assessment assessed or coming due after the date of acquisition of title to the Lot.

Section 5. The Institutional First Mortgagee of any Lot on the Property is entitled, upon request, to written notification from the Association of any default in the performance by the Owner of any of such Owner's obligations pursuant to the terms of this Declaration, which default is not cured after sixty (60) days notice to such Owner.

Section 6. Any Institutional First Mortgagee who acquires title to any portion of the Property by way of foreclosure, deed in lieu of foreclosure, or otherwise, shall be entitled to any exemption from the restrictions on sales and leasing of Homes and Lots to the same extent that Declarant would be exempt from such restrictions.

ARTICLE XIII

LEASE AND OCCUPANCY RESTRICTIONS

Section 1. Leases. All leases shall be in writing and a copy of such lease shall be provided to the Association for review. All leases shall provide that the Association shall have the right to terminate the lease in the name of and as agent for the lessor upon default by tenant in observing any of the provisions of the Declaration, the Articles of Incorporation, Bylaws of the Association and applicable rules and regulations, if any. The Owner or lessee requesting the review shall pay to the Association or its management agent a fee of One Hundred and No/100 (\$100.00) Dollars or the maximum amount permitted by the Florida Statutes, to cover the costs of reviewing the lease. No lease shall be approved for a term of less than seven (7) months. No Home may be leased more than two (2) times in any calendar year unless otherwise approved by Association in the case of hardship. The prior review of the Association for a lease shall not apply to Lots and/or Homes acquired by an Institutional Mortgagee who has acquired title to the Lot and/or Home through foreclosure or deed in lieu of foreclosure. The Owner will be jointly and severally liable with the tenant to the Association for any sum which is required by the Association to affect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. The Board of Directors may by a majority vote establish a requirement that a sum of money not to exceed One Thousand and No/100 (\$1,000.00) Dollars or one month's rent, whichever is greater, be deposited in escrow with the Association as a security deposit for the purpose of covering the cost of any damage to the Common Area or other portions of the Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The number of occupants must comply with applicable codes

regarding the size of the Home. The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be charged to the Owner as an Individual Assessment. During such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. If a Lot or Home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association all rental payments becoming due and continue to make such payments until all the monetary obligations of the Owner related to the Lot have been paid in full and the Association releases the tenant or until the tenant discontinues tenancy, in accordance with the terms of Florida law.

ARTICLE XIV

WATER MANAGEMENT SYSTEMS

Section 1. Transfer of Surface Water Management System. The Association shall exist in perpetuity. However, should the Association dissolve, the Surface Water Management System, property containing the Surface Water Management System and water management portions of Common Area shall be conveyed to one of the following: (i) local governing unit, municipal service taxing unit or special taxing unit, (ii) active water control district created pursuant to Chapter 298, Florida Statutes, drainage district created by special act, special district defined in Chapter 189, Florida Statutes, community development district created pursuant to Chapter 190, Florida Statutes, special assessment district created pursuant to Chapter 170, Florida Statutes, or water management district created pursuant to Chapter 373, Florida Statutes, (iii) state or federal agency, (iv) duly constituted communication, water, sewer, stormwater, electrical or other public utility, (v) construction permittee so long as such construction permittee continues to own the Surface Water Management System and water management portions of Common Area, or (vi) non-profits corporation, including homeowner's association, property owners' association, condominium owners' or master association so long as it submits the required paperwork and has the financial, legal and administrative capability to provide for the long term operation and maintenance of the Surface Water Management System (each an "Approved Entity"). The Approved Entity must have the powers listed in Section 12.3.3(b)1. through 8. of the WMD Applicant Handbook Volume 1 effective October 1, 2013 (the "WMD Handbook"), the covenants and restrictions required in Section 12.3.3(c)1. through 9. of the WMD Handbook, and the ability to accept responsibility for the operation and maintenance of the system described in Section 12.3.3(d)1. or 2. of the WMD Handbook.

Section 2. Amendments Pertaining to Surface Water Management System. Any Amendment proposed to this Declaration which would affect the Surface Water Management System, conservation areas or water management portions of Common Area shall be submitted to the WMD for review prior to finalization of the Amendment. WMD shall determine if the

proposed Amendment will require a modification of the Permit or Surface Water Management System. If a Permit modification is necessary, the modification must be approved by WMD prior to the Amendment of the Declaration. In addition to the foregoing, any Amendment proposed to this Declaration which would affect the Surface Water Management System or water management portions of Common Area must have the prior written approval of the Sarasota County Engineer or his authorized designee.

Section 3. Surface Water Management. No Owner or any other person or entity other than Declarant shall do anything to adversely affect the Surface Water Management System and drainage of the Property without the prior written approval of the Association, the WMD or any controlling governmental authority, including but not limited to the excavation or filling in of any lake or canal, or the changing of the elevation of any portion of the Property, provided the foregoing shall not be deemed to prohibit or restrict the initial construction of improvements upon the Property by Declarant or by the developer of any portion of the Property in accordance with permits issued by controlling governmental authorities. In particular, no Owner other than Declarant or the Association shall install any landscaping, place any fill on a Lot, remove or cut littoral plantings or native vegetation, spray herbicide or grade portions of the Property which would adversely affect the drainage of any contiguous Lot. No construction activities may be conducted relative to any portion of the Surface Water Management System, including but not limited to digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the system as permitted unless required or permitted by the WMD. If the Community includes wetland mitigation areas or wet detention ponds, no vegetation in these areas shall be removed, cut, trimmed, or sprayed with herbicide without specific written consent of the WMD. No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair or landscaping purposes by the Declarant, the Association, the WMD or any appropriate governmental agency that may require access to carry out obligations set forth in the Permit. No person shall fill, dike, rip-rap, block, divert or change the water retention and drainage areas that have been or may be created without the prior written consent of the Association and WMD. If such actions are permitted by the Permit and WMD, the Declarant or Association may draw water for irrigation or other purposes from any water management area. All recreational activities, including without limitation, boating, swimming, wading or fishing, in water management areas are strictly prohibited. If the Permit requires monitoring or maintenance of the wetland mitigation areas, the Association shall allocate sufficient funds in its annual operating budget to complete such monitoring or maintenance until WMD determines that areas are successful in accordance with the Permit.

Section 4. Littoral Areas. The ponds and wetlands within the Community may contain littoral areas which are required by State and County regulations to be vegetated with native plants and maintained in perpetuity. Littoral areas aid in shoreline stabilization and nutrient uptake, and provide habitat for native animal species. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the WMD. Removal includes dredging, the application of herbicide, cutting of and the introduction of grass carp.

Section 5. Preservation Areas. All Owners acknowledge that their Lots may be adjacent to preservation, conservation or mitigation areas and/or upland buffers (the "Preserve

Areas") which are protected under management guidelines contained within the Sarasota County Comprehensive Plan and the approved resource management plan for the Community consistent with the Sarasota County Land Development Regulations. Tracts 200 and 201 of the Plat are specifically dedicated as Preserve Areas. All Owners agree to abide by the terms and provisions of the management guidelines and the approved resource management plan related to the Preserve Areas and the law applicable thereto. The Preserve Areas provide an ecologically sound condition for native habitat and wildlife. The operation, maintenance and monitoring (if any) of the Preserve Areas, including, without limitation, the installation and maintenance of any markers or signage establishing or identifying the boundary of such Preserve Areas as required by the Permit or applicable law, shall be the perpetual responsibility of the Association. If required, it is the responsibility of the Association to ensure that any preserve and conservation mitigation maintenance and monitoring is successfully completed, including, without limitation, meeting all conditions of any agencies associated therewith. The cost of operation, mitigation, maintenance and monitoring and any other obligations of the Association hereunder will be an expense of the Association paid for through Assessments. No Owner within the Community may construct or maintain any building, residence, or structure, or undertake or perform any activity in any Preserve Area described in the WMD Permit and Plat, including but not limited to filling, excavating, well drilling, altering vegetation (including trimming of both trees and understory) and storing of materials, unless prior written approval from the WMD and Sarasota County Environmental Protection Division is obtained.

Section 6. Rights of WMD. The WMD has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System or any mitigation or conservation areas under the responsibility or control of the Association.

Section 7. Rights of Sarasota County. In the event the Association, or any successor Approved Entity, shall fail to adequately maintain the Stormwater Management System in accordance with Sarasota County standards, Sarasota County shall have the right, but not the obligation, to enter the Community for the purpose of maintaining the Stormwater Management System. All expenses incurred by Sarasota County in maintaining the Stormwater Management System shall be assessed prorata against the Lots and shall be payable by the Owners of the Lots within 60 days after receipt of a statement therefor. If any Owner fails to pay such assessment within such 60-day period, the assessment shall become a lien on such Owner's Lot which may be foreclosed by Sarasota County. The rights of Sarasota County contained in this restriction shall be in addition to any other rights Sarasota County may have in regulating the operation and development of the Community.

Section 8. WMD Permit. The Environmental Resource or Surface Water Management Permit is made a part of this Declaration and attached hereto as **Exhibit "D"**. Copies of the Permit and any future permit actions of the WMD shall be maintained by the Registered Agent of the Association for the benefit of the Association.

ARTICLE XV

INSURANCE AND HAZARD LOSSES

Section 1. Authority. The Association's Board of Directors, or its duly authorized agent, shall have the authority to and shall obtain blanket all-risk insurance, if available at commercially reasonable rates, for all insurable improvements on the Common Areas. If blanket all-risk coverage is not available at commercially reasonable rates, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Insurance that shall be carried on the Common Areas and the Association Property, to the extent provided in this Article XV, shall be governed by the following provisions:

Section 2. Named Insured. All insurance policies upon the Common Areas and the Association Property shall be purchased by the Association and shall be placed in a single agency or company, if possible, licensed by the State of Florida. The named insured shall be the Association. The Association has the authority to use their discretion in obtaining the coverage listed hereinafter, as some of the requirements may be or become unobtainable, or may be cost prohibitive.

Section 3. Coverage. The Association shall use its best efforts to maintain insurance covering the following:

(a) Casualty. The Common Areas including any structures thereon, and all fixtures, installations or additions comprising that part of the Common Areas to be insured under the Association's policy(ies) and such improvements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Areas or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurance replacement value thereof. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

(b) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and

(c) Such Other Risk as from time to time are customarily covered with respect to the Common Areas and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(d) Flood Insurance. If any part of the Common Areas or Association Property is in a Special Flood Hazard Area as designated on a Flood Insurance Rate Map, the Association may maintain a master or blanket policy of flood insurance. The amount of flood insurance should be at least equal to the lesser of 100% of the insurable value of the facilities or the maximum coverage available under the appropriate National Flood Insurance Administration program.

(e) Liability Insurance. If the policy does not include "severability of interest" in its terms, a specific endorsement must be obtained to preclude the insurer's denial of an Owner's claim because of negligent acts of the Association or of other Owners.

(f) Public Liability Insurance. The Association shall obtain public liability and property damage insurance covering all of the Common Areas and the Association Property and insuring the Association and the Members as their interests appear in such amounts and providing such coverage as the Board of Directors of the Association may determine from time to time. The liability insurance shall include, but not be limited to, hired and non-owned automobile coverage.

(g) Workmen's Compensation Insurance. The Association shall obtain workmen's compensation insurance in order to meet the requirements of law, as necessary.

(h) Directors and Officers Liability Insurance. The Association shall obtain directors and officers liability insurance providing such coverage as the Board of Directors of the Association may determine from time to time.

(i) Other Insurance. The Board of Directors of the Association shall obtain such other insurance as they shall determine from time to time to be desirable.

Section 4. Subrogation Waiver. If available, the Association shall obtain policies which provide that the insurer waives its right to subrogation as to any claim against Members, the Association and their respective servants, agents and guests.

Section 5. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association. The cost of insurance premiums and other incidental expenses incurred by the Association in administering and carrying out any of the provisions of this Section shall be assessed against and collected from Members as part of the Annual Assessments.

Section 6. Association's Power to Compromise Claims. The Board of Directors of the Association is hereby irrevocably appointed agent for each Member and for each holder of a mortgage or other lien, for the purpose of compromising and settling all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon payment of claims.

ARTICLE XVI

GENERAL PROVISIONS

Section 1. Covenants Run With Land. All covenants, conditions, restrictions, reservations, easements, liens and charges contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of (a) this Declaration of Covenants, Restrictions, Conditions and Easements, and (b) the Articles of Incorporation and Bylaws of the Association. The Association shall be the entity responsible for the operation and maintenance of the Common Area.

Section 2. Enforcement. The Declarant or the Association shall have the right during the Development Period to enforce all restrictions, conditions, covenants, reservations, liens and

charges now or hereafter imposed by the provisions of this Declaration by proceedings at law or in equity. After the Development Period, the Association or any lot Owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. In any such legal or equitable proceedings to enforce any restriction, condition, covenant, reservation, lien or charge now or hereafter imposed by these covenants, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs including at all appellate levels.

Section 3. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall not affect any other provisions which shall remain in full force and effect.

Section 4. Duration. The covenants, conditions, restrictions, reservations, easements, liens and charges provided for in this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years. In the event the Association ceases to exist, except as provided in Article XIV, Section 1 herein, any Owner may petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association and all Common Area and the corresponding infrastructure will be dedicated or conveyed to a similar non-profit organization or entity to assure continued maintenance and operation.

Section 5. Amendment. So long as there is a Class B Membership, Declarant reserves the right to amend this Declaration without the consent of the Lot Owners. Such amendments shall not require the consent of the Institutional First Mortgage Lenders and shall become effective when executed by Declarant and recorded in the Public Records of the County, Florida. After the Class B Membership terminates, the covenants and restrictions of this Declaration may be amended by an affirmative vote of not less than thirty (30%) percent of the Lot Owners. Notwithstanding anything in this Declaration to the contrary, any amendment to the Declaration, Articles or Bylaws affecting any aspect of the surface water management system must receive prior written approval of the Southwest Florida Water Management District. Any amendments must be properly recorded in the Public Records of the County, Florida.

Section 6. Remedies for Violation. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees or employees, to comply with any covenant, restriction, rule or regulation, provided the following procedures are adhered to:

(a) Notice: The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a special meeting of a committee of the Association seated for the purpose of hearing such violation matters, at which time the Owner shall present reasons why a fine(s) should not be imposed. At least fourteen (14) days notice of such meeting shall be given.

(b) Hearing: The alleged non-compliance shall be presented to the committee after which the committee shall hear reasons why a fine(s) should not be imposed. A written decision of the committee shall be submitted to the Owner by not later than fifteen (15) days after the committee's meeting. The Owner shall have a right to be represented by counsel and to cross examine witnesses.

(c) Amounts: The Board of Directors (if the committee's findings are made against the Owner) may impose special assessments against the Lot owned by the Owner as follows:

(1) First non-compliance or violation which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day not to exceed One Thousand and No/100 (\$1,000.00) Dollars in the aggregate.

(2) Second non-compliance or violations which are of a continuing nature: a fine not in excess of One Hundred and No/100 (\$100.00) Dollars per day without a limitation on the aggregate amount of the amount due.

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties.

(e) Collection of Fines. Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

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

(g) Non-Exclusive Remedies. These fines shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

(h) Right of Entry. In addition to the foregoing rights, whenever (a) there shall have been built within the Property any structure which is in violation of this Declaration or in the event of any damage or destruction of any of the Property or portion thereof by an Owner or any of its guests, invitees, lessees or occupants, into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, or (b) any portion of the Property and/or Home owned by an Owner has fallen into disrepair and/or has not been maintained as required by this Declaration and/or any Rules, a duly authorized representative of the Association may enter upon the Property where such violation, damage or destruction exists and summarily abate, remove or correct the same at the expense of the Owner; provided, however, that the Association shall then make the necessary repairs, constructions, etc., to insure that the Property and improvements where such violation occurred is restored to the same condition in which it existed (or should have existed) prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. All amounts expended by the Association, together with interest thereon at the rate of eighteen (18%) percent per annum from thirty (30) days after the date of notification of the violation and all costs and reasonable attorneys fees

incurred by the Association shall be treated as an assessment subject to the provisions for the collection of assessments as set forth herein.

Section 7. Effect of Waiver of Violation. No waiver of a breach of or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles or Bylaws, shall be construed to be a waiver of any succeeding breach or violation of the same term, provision or covenant of this Declaration, or the Articles or Bylaws.

Section 8. Instruments Governing Common Area and Owners of Lots. This Declaration and the Articles and Bylaws, and any lawful amendments thereto shall govern the Common Area and the rights, duties and responsibilities of the Owners of Lots.

Section 9. HUD/FHA, VA, FNMA Approval. If the Property is approved by the Department of Housing and Urban Development ("HUD") as a Planned Unit Development, as long as there is a Class B membership, the following actions may require the prior approval of HUD/FHA or the Veterans Administration or the Federal National Mortgage Association: Annexation of additional properties, mergers and consolidations, mortgaging of Common Area, and amendment of this Declaration of Covenants, Conditions and Restrictions affecting or modifying rights of Institutional First Mortgagees hereunder.

Section 10. Agreements for Professional Management. Any agreement for professional management, or any other contract providing for services of the Declarant may not exceed three (3) years. Any such agreement must provide for the termination by either party without cause and payment of a termination fee on sixty (60) days or less written notice.

Section 11. Declarant's Disclaimer of Representations. Notwithstanding anything to the contrary herein, Declarant makes no warranties or representations whatsoever that the plans presently envisioned for the development of the Property or surrounding land can or will be carried out, or that any real property now owned or hereafter acquired by the Declarant is or will be subjected to this Declaration, or that any such real property (whether or not is have been subjected to this Declaration) is or will be committed to or developed for a particular (or any) use, or that if such real property is once used for a particular use, such use will continue in effect. While Declarant has no reason to believe that any of the restrictive covenants and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold Declarant harmless therefrom.

Section 12. Notice to Owners. Whenever notices are required to be given hereunder, the same shall be sent to the Owner by United States First Class Mail, postage prepaid, at the address of the Home situated upon the Lot. Such notices shall be deemed given when deposited in the United States Mail. Any Owner may change his mailing address by written notice given to the Declarant or the Association in the official records of the Florida Department of State, Division of Corporations, or the official address of the Association as it may be designated from time to time.

Section 13. Grammatical Construction. Wherever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

Section 14. Conflicts. In the event of any conflict between the provisions of this Declaration, the Articles and the Bylaws, the provisions of this Declaration, the Articles and the Bylaws shall control in that order.

Section 15. CABLE TELEVISION, INTERNET AND HOME SECURITY MONITORING SERVICES. THE ASSOCIATION IS NOT OBLIGATED TO BUT MAY ENTER TO AN AGREEMENT WITH A CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY PURSUANT TO WHICH ALL OF THE OWNERS WILL BE PROVIDED CABLE TELEVISION AND/OR INTERNET SERVICE AND/OR HOME SECURITY MONITORING SERVICES WHICH WILL BE CHARGED AS ASSESSMENTS. THE ASSOCIATION MAY REFUSE ENTRY INTO THE PROPERTY BY ANY REPRESENTATIVE OF ANY CABLE TELEVISION COMPANY, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANIES OTHER THAN THE CABLE TELEVISION, INTERNET SERVICE PROVIDER AND/OR SECURITY MONITORING COMPANY WHICH HAS ENTERED INTO AN AGREEMENT WITH THE ASSOCIATION. IN THE EVENT SECURITY MONITORING IS PROVIDED TO THE OWNERS BY THE ASSOCIATION, DECLARANT AND THE ASSOCIATION WILL HAVE NO LIABILITY OF ANY KIND OR NATURE DUE TO THE FAILURE OF THE SECURITY MONITORING COMPANY TO DETECT OR REACT TO FIRE, UNAUTHORIZED ENTRY, OR OTHER SECURITY PROBLEM IN ANY HOME.

Section 16. LIMITATION OF LIABILITY OF ASSOCIATION. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE PROPERTY AND THE VALUE THEREOF;

(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE

COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

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

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING USE OF ANY PORTION OF THE PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OF MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DECLARANT AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

Section 17. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, THE ASSOCIATION, NOR ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") WILL BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE PROPERTY. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, OR BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE PROPERTY WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT ENTRY GATES MAY BE OPEN DURING ANY PERIODS OF CONSTRUCTION AT

ANY TIMES OR ALL TIMES IN THE SOLE DISCRETION OF THE DECLARANT OR THE ASSOCIATION (iv) THE LISTED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, (v) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING AND (vi) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DEVELOPER TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

Section 18. Water Bodies and Wildlife. THE SUBDIVISION MAY CONTAIN WATER BODIES SUCH AS LAKES, PONDS, CANALS, CREEKS, STREAMS, PRESERVES OR OTHER BODIES OF WATER IN OR IN THE VICINITY OF THE SUBDIVISION ("WATER BODIES"). SUCH WATER BODIES MAY POSE HEALTH AND SAFETY RISKS TO OWNERS, OCCUPANTS AND USERS OF THE PROPERTY IN AND AROUND THE SUBDIVISION, INCLUDING THE RISK OF DANGEROUS WILDLIFE. ALL OWNERS, OCCUPANTS AND USERS OF THE PROPERTY ARE HEREBY PLACED ON NOTICE THAT THE DECLARANT, THE ASSOCIATION, AND ANY OF THEIR OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (THE "LISTED PARTIES") SHALL NOT BE LIABLE TO OWNERS, OCCUPANTS AND USERS OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR WATER LEVEL OF OR IN ANY WATER BODIES. ALL OWNERS, OCCUPANTS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE RELEASED THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH WATER BODIES. FURTHER, THE LISTED PARTIES ARE NOT RESPONSIBLE FOR MAINTAINING OR ASSURING SAFETY OF ANY OWNERS, OCCUPANTS OR USERS OF WATER BODIES OR AREAS IN OR AROUND SUCH WATER BODIES. NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO ANY WATER BODIES. ALL PERSONS USING OR ENJOYING WATER BODIES OR SURROUNDING AREAS OF THE WATER BODIES SHALL DO SO AT THEIR OWN RISK. ALL OWNERS, OCCUPANTS AND USERS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALL TYPES OF WILDLIFE, INCLUDING ALLIGATORS, SNAKES, PANTHERS, BEARS AND OTHER ANIMALS, MAY LIVE, MIGRATE, CREATE HABITATS OR ENTER INTO WATER BODIES AND SURROUNDING PROPERTY AND MAY POSE A HEALTH AND SAFETY THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE. NO PERSONS SHALL SWIM IN ANY WATER BODIES WITHIN THE COMMUNITY NOT SPECIFICALLY DESIGNATED FOR SWIMMING AND NO PERSONS IN THE COMMUNITY SHALL FEED ANY WILDLIFE IN OR AROUND THE COMMUNITY.

EXHIBIT "A"

PROPERTY

LEGAL DESCRIPTION OF
GARDEN VILLAGE PHASE I
A SUBDIVISION

IN SECTIONS 24 AND 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST
BEING A REPLAT OF A PORTION OF LOT 45, 46, 47 AND 48, PALMER FARMS, FIRST UNIT AS RECORDED IN
PLAT BOOK 2, PAGE 216 ALONG WITH PORTIONS OF TRACT 1 & TRACT 2,
PALMER FARMS UNIT 2 RECORDED IN PLAT BOOK 3, PAGE 20
PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA

A PARCEL OF LAND LYING IN SECTIONS 24 & 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 48, PALMER FARMS, FIRST UNIT AS RECORDED IN PLAT BOOK 2, PAGE 216 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N00°00'51"W, ALONG THE EASTERLY LINE OF SAID LOT 48, A DISTANCE OF 1290.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SAWGRASS ROAD A 50 FOOT PUBLIC RIGHT OF WAY AS RECORDED IN PLAT BOOK 2, PAGE 216 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, FOR THE POINT OF BEGINNING; THENCE RETURNING ALONG THE EASTERLY LINE OF SAID LOT 48, S00°00'51"E, A DISTANCE OF 180.47 FEET; THENCE S89°59'09"W, A DISTANCE OF 250.01 FEET TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S75°28'49"W, A DISTANCE OF 63.00 FEET HAVING A DELTA ANGLE OF 14°30'20", CHORD BEARING OF S07°16'01"E, A CHORD DISTANCE OF 15.91 FEET; THENCE ALONG THE ARC OF SAID CURVE 15.95 FEET TO THE POINT OF TANGENCY; THENCE S00°00'51"E, A DISTANCE OF 81.22 FEET TO A POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, DELTA ANGLE OF 90°00'00", CHORD BEARING OF S45°00'51"E, CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.42 FEET TO THE END OF SAID CURVE; THENCE S00°00'51"E, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, DELTA ANGLE OF 90°00'00", CHORD BEARING OF S44°59'09"W, CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.42 FEET TO THE END OF SAID CURVE; THENCE S00°00'51"E, A DISTANCE OF 194.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, DELTA ANGLE OF 90°00'00", CHORD BEARING OF S45°00'51"E, CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.42 FEET TO THE END OF SAID CURVE; THENCE S00°00'51"E, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, DELTA ANGLE OF 90°00'00", CHORD BEARING OF S44°59'09"W, CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.42 FEET TO THE END OF SAID CURVE; THENCE S00°00'51"E, A DISTANCE OF 97.00 FEET; THENCE N89°59'09"E, A DISTANCE OF 238.00 FEET; THENCE N00°00'51"W, A DISTANCE OF 98.49 FEET; THENCE S89°23'45"E, A DISTANCE OF 10.00 FEET TO THE NORTHWEST CORNER OF TRACT 1 PALMER FARMS SECOND UNIT AS RECORDED IN PLAT BOOK 3, PAGE 20 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE CONTINUE S89°23'45"E, ALONG THE NORTHERLY LINE OF SAID TRACT 1, A DISTANCE OF 311.04 FEET; THENCE S00°36'50"W, A DISTANCE OF 145.27 FEET TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS POINT BEARS S31°46'07"E, A DISTANCE OF 59.00 FEET HAVING A DELTA ANGLE OF 89°51'39", CHORD BEARING OF S76°50'18"E, A CHORD DISTANCE OF 83.34 FEET; THENCE ALONG THE ARC OF SAID CURVE 92.53 FEET TO A POINT OF REVERSE CURVATURE HAVING A RADIUS OF 25.00 FEET, DELTA ANGLE OF 49°05'54", A CHORD BEARING OF S56°27'25"E, A CHORD DISTANCE OF 20.77 FEET; THENCE ALONG THE ARC OF SAID CURVE 21.42 FEET TO THE POINT OF TANGENCY; THENCE S81°00'22"E, A DISTANCE OF 177.40 FEET TO THE WESTERLY RIGHT OF WAY OF CATTLEMEN ROAD AS SHOWN IN OFFICIAL RECORD INSTRUMENT 2004240350 AND ROAD PLAT BOOK 4, PAGE 39; THENCE S08°59'38"W ALONG SAID RIGHT OF WAY, A DISTANCE OF 190.39 FEET TO A POINT OF CURVATURE OF A NON-TANGENTIAL CURVE TO THE RIGHT WHOSE RADIUS BEARS N81°00'27"W, A DISTANCE OF 351.26 FEET HAVING A DELTA ANGLE OF 50°36'38", A CHORD BEARING OF S34°17'52"W, CHORD DISTANCE OF 300.29 FEET; THENCE ALONG THE ARC OF SAID CURVE 310.28 FEET TO THE POINT OF TANGENCY; THENCE S58°45'34"W, A DISTANCE OF 40.18 FEET; THENCE N89°23'45"W, ALONG THE SOUTHERLY LINE OF TRACT 2, PALMER FARMS SECOND UNIT, A DISTANCE OF 349.68 FEET TO A POINT ON THE EASTERLY LINE OF LOT 48 PALMER FARMS, FIRST UNIT; THENCE S00°00'51"E ALONG SAID LINE, A DISTANCE OF 8.90 FEET TO THE SE CORNER OF SAID LOT 48; THENCE N89°31'03"W ALONG THE NORTHERLY LINE OF HIGHLAND CREST SUBDIVISION AS RECORDED IN PLAT BOOK 2, PAGE 39, A DISTANCE OF 443.64 FEET; THENCE N00°26'00"E, A DISTANCE OF 247.62 FEET; THENCE N21°35'45"E, A DISTANCE OF 64.34 FEET; THENCE N00°00'51"W, A DISTANCE OF 110.00 FEET; THENCE N89°34'00"W, A DISTANCE OF 210.00 FEET; THENCE S00°25'59"W, A DISTANCE OF 110.00 FEET; THENCE N89°34'00"W, A DISTANCE OF 188.63 FEET TO A POINT OF CURVATURE OF A NON TANGENTIAL CURVE TO THE LEFT WHOSE RADIUS BEARS S00°11'26"W A DISTANCE OF 63.00 FEET, A DELTA ANGLE OF 11°59'19", A CHORD BEARING OF S84°11'47"W, A CHORD DISTANCE OF 13.16 FEET; THENCE ALONG THE ARC OF SAID CURVE 13.18 FEET ; THENCE LEAVING SAID

CURVE ALONG A NON RADIAL LINE N66°16'28"W , A DISTANCE OF 50.40 FEET; THENCE N89°34'00"W, A DISTANCE OF 140.30 FEET TO THE WESTERLY LINE OF LOT 46 OF SAID PALMER FARMS, FIRST UNIT; THENCE N00°03'25"E, ALONG SAID WESTERLY LINE, A DISTANCE OF 321.05 FEET TO THE SOUTHEASTERLY CORNER OF THE NORTH HALF OF LOT 45 OF SAID PALMER FARMS, FIRST UNIT; THENCE N89°37'08"W ALONG THE SOUTHERLY LINE OF SAID NORTH HALF OF SAID LOT 45, A DISTANCE OF 296.36 FEET; THENCE N00°00'05"E, A DISTANCE OF 77.83 FEET; THENCE S89°24'22"E, A DISTANCE OF 294.00 FEET; THENCE N00°35'38"E, A DISTANCE OF 110.00 FEET; THENCE S89°24'22"E, A DISTANCE OF 456.80 FEET; THENCE S00°00'51"E, A DISTANCE OF 110.01 FEET; THENCE S17°21'12"E, A DISTANCE OF 29.80 FEET TO A POINT ON A CURVE TO THE RIGHT WHOSE RADIUS BEARS S62°15'17"E A DISTANCE OF 51.00 FEET HAVING A DELTA ANGLE OF 56°40'20", A CHORD BEARING OF S00°35'27"E, A CHORD DISTANCE OF 48.41 FEET; THENCE ALONG THE ARC OF SAID CURVE 50.45 FEET TO THE END OF SAID CURVE; THENCE S27°06'57"W ALONG A NON RADIAL LINE, A DISTANCE OF 18.33 FEET; THENCE S00°00'51"E, A DISTANCE OF 110.01 FEET TO A POINT OF CURVATURE OF A NON TANGENTIAL CURVE TO THE LEFT WHOSE RADIUS BEARS N19°35'20"E A DISTANCE OF 158.21 FEET HAVING A DELTA ANGLE OF 44°53'26", A CHORD BEARING OF N87°08'37"E, A CHORD DISTANCE OF 120.81 FEET; THENCE ALONG THE ARC OF SAID CURVE 123.96 FEET TO A POINT OF REVERSE CURVATURE WHOSE RADIUS BEARS S25°01'45"E A DISTANCE OF 15.00 FEET HAVING A DELTA ANGLE OF 21°11'33", CHORD BEARING OF N75°34'01"E, CHORD DISTANCE OF 5.52 FEET; THENCE ALONG THE ARC OF SAID CURVE 5.55 FEET: THENCE N00°00'51"W LEAVING SAID CURVE, A DISTANCE OF 33.62 FEET; THENCE N89°59'09"E, A DISTANCE OF 126.00 FEET; THENCE N00°00'51"W, A DISTANCE OF 97.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, A DELTA ANGLE OF 90°00'00", CHORD BEARING OF N45°00'51"W, CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.42 FEET; THENCE N00°00'51"W, A DISTANCE OF 50.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS BEARS N00°00'51"W, A DISTANCE OF 13.00 FEET HAVING A DELTA ANGLE OF 90°00'00', CHORD BEARING OF S44°59'09"W, CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.42 FEET TO THE POINT OF TANGENCY; THENCE N00°00'51"W, A DISTANCE OF 83.66 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 13.00 FEET, DELTA ANGLE OF 89°23'31", CHORD BEARING OF N44°42'37" W, CHORD DISTANCE OF 18.29 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.28 FEET; THENCE N00°16'39"W, A DISTANCE OF 60.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT WHOSE RADIUS BEARS N00°35'38"E, A DISTANCE OF 13.00 FEET, DELTA ANGLE OF 90°36'29", CHORD BEARING OF S45°17'23"W, CHORD DISTANCE OF 18.48 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.56 FEET TO THE POINT OF TANGENCY; THENCE N00°00'51"W, A DISTANCE OF 186.89 FEET TO THE POINT OF CURVATURE OF A NON TANGENTIAL CURVE TO THE LEFT WHOSE RADIUS BEARS S89°59'09"W A DISTANCE OF 13.00 FEET, DELTA ANGLE OF 90°00'00", CHORD BEARING OF N45°00'51"W, CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE 20.42 FEET; THENCE N11°17'45"E, A DISTANCE OF 50.99 FEET; THENCE S89°59'09"W, A DISTANCE OF 209.00 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT HAVING A RADIUS OF 63.00 FEET A DELTA ANGLE OF 90°00'00", CHORD BEARING OF S44°59'09"W, A CHORD DISTANCE OF 89.10 FEET; THENCE ALONG THE ARC OF SAID CURVE 98.96 FEET TO THE POINT OF TANGENCY; THENCE S00°00'51"E, A DISTANCE OF 17.99 FEET; THENCE S89°59'09"W, A DISTANCE OF 110.00 FEET; THENCE S00°00'51"E, A DISTANCE OF 59.24 FEET; THENCE S89°59'56"W, A DISTANCE OF 202.14 FEET; THENCE N00°00'04"E, A DISTANCE OF 115.00 FEET; THENCE N89°59'54"E, A DISTANCE OF 7.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 13.00 FEET, A DELTA ANGLE OF 78°16'49", A CHORD BEARING OF S50°51'40"E, A CHORD DISTANCE OF 16.41 FEET; THENCE ALONG THE ARC OF SAID CURVE 17.76 FEET TO THE POINT OF REVERSE CURVATURE WHOSE RADIUS BEARS N78°16'45"E, A DISTANCE OF 51.00 FEET HAVING A DELTA ANGLE OF 208°51'12", A CHORD BEARING OF N63°51'09"E, A CHORD DISTANCE OF 98.78 FEET; THENCE ALONG THE ARC OF SAID CURVE 185.90 FEET TO THE END OF SAID CURVE; THENCE N49°25'33"E ALONG A RADIAL LINE, A DISTANCE OF 21.48 FEET; THENCE N00°00'04"W, A DISTANCE OF 119.35 FEET TO THE SOUTHERLY RIGHT OF WAY OF SAWGRASS ROAD A 50 FOOT PUBLIC RIGHT OF WAY AS RECORDED IN PLAT BOOK 2, PAGE 216 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S89°24'58"E, A DISTANCE OF 769.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 1008163.6 SQUARE FEET PLUS OR MINUS BEING 23.1 ACRES MORE OR LESS.

Which is all of the Plat of Garden Village Phase 1 according to the Plat thereof, to be recorded in the Public Records of Sarasota County, Florida.

EXHIBIT "B"

ARTICLES



October 3, 2017

FLORIDA DEPARTMENT OF STATE

Division of Corporations

GARDEN VILLAGE COMMUNITY ASSOCIATION, INC.
12602 TELECOM DRIVE
TAMPA, FL 33637

The Articles of Incorporation for GARDEN VILLAGE COMMUNITY ASSOCIATION, INC. were filed on October 2, 2017, and assigned document number N17000009884. Please refer to this number whenever corresponding with this office.

This document was electronically received and filed under FAX audit number H17000258792.

To maintain "active" status with the Division of Corporations, an annual report must be filed yearly between January 1st and May 1st beginning in the year following the file date or effective date indicated above. It is your responsibility to remember to file your annual report in a timely manner.

A Federal Employer Identification Number (FEI/EIN) will be required when this report is filed. Apply today with the IRS online at:

<https://sa.www4.irs.gov/modiein/individual/index.jsp>.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have any questions regarding corporations, please contact this office at (850) 245-6052.

Sincerely,
DANIEL L O'KEEFE
Regulatory Specialist II
New Filings Section
Division of Corporations

Letter Number: 117A00019886

Fax Audit Number: H17000258792 3

**ARTICLES OF INCORPORATION FOR
GARDEN VILLAGE COMMUNITY ASSOCIATION, INC.
(a corporation not-for-profit)**

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

ARTICLE I - NAME

The name of the corporation shall be the Garden Village Community Association, Inc., a Florida corporation not for profit (the "Association").

ARTICLE II - DEFINITIONS

Each term used herein, except as otherwise defined herein, is defined in the Declaration of Covenants, Conditions, and Restrictions of Garden Village (the "Declaration") recorded, or to be recorded, among the Public Records of Sarasota County, Florida by D.R. Horton, Inc., a Delaware corporation (the "Developer") and shall have the same meaning or definition used herein as the meaning or definition ascribed thereto in the Declaration.

ARTICLE III - PRINCIPAL PLACE OF BUSINESS AND MAILING ADDRESS

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

ARTICLE IV - PURPOSE(S)

The corporation is organized as a corporation not-for-profit under Chapter 617 of the laws of the State of Florida, subject to the extent applicable, to Chapter 720 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 Garden Village 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.

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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

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

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

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

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

Section 4. To affix assessments to be levied against Lots within the Property and the costs of effectuating the objects and purposes of the Association, pay common expenses, and to create reasonable reserves for such expenditures, and to authorize its Board of Directors, in its discretion, to enter into agreements with mortgage companies and other organizations for the collection of such assessments.

Section 5. To pay taxes and other charges, if any, on or against the Association Property and the Common Area.

Section 6. To have all express powers conferred upon the Association by the Declaration, Chapter 617 and Chapter 720, Florida Statutes, except as prohibited herein.

Section 7. 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 8. 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.

Section 9. To borrow money for any purpose subject to all limitations in the Declaration or Bylaws.

Section 10. To sue and be sued.

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Section 11. 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 12. 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.

Section 13. To levy and collect adequate assessments from the Members of the Association for the costs of maintenance, operation, and, if necessary, replacement, of the common areas, including but not limited to the Surface Water Management System.

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

Section 15. 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 Developer during the time period there is a Class B Membership, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B. The Class B Member shall be the Developer. The Class B Member shall be entitled to three (3) votes for each of the votes held by all other Members of the Association; provided, however, that notwithstanding any provision to the contrary, the Developer shall have the right to appoint the entire Board of Directors of the Association until three months after 90% of the Lots have been conveyed to Owners other than the Developer or its designated successor or assigns, or at an earlier date at the sole discretion of the Developer or as provided by Chapter 720, Florida Statutes,

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("Turnover"). At such time, the Developer shall call a meeting in accordance with the provisions herein for Special Meetings, to provide for the turnover of control of the Board of Directors to the Owners. The Developer shall have the right, in its sole discretion, to appoint one member of the Board of Directors for so long as the Developer owns at least five percent (5%) of the Lots within the Property.

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:

Nicolas R. Aparicio	12602 Telecom Drive Tampa, FL 33637
Andy Richardson	12602 Telecom Drive Tampa, FL 33637
Carlos de la Ossa	12602 Telecom Drive Tampa, FL 33637

As long as Developer or its designated successor or assigns shall have the right to appoint the entire Board of Directors, Directors need not be Members of the Association and need not be residents of the State of Florida. All Directors appointed by the Developer shall serve at the pleasure of the Developer, and may be removed from office, and a successor Director may be appointed at any time by the Developer.

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

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the Association until the next annual meeting of the Board of Directors and until their successors are duly elected and qualified are:

President: Carlos de la Ossa
12602 Telecom Drive
Tampa, FL 33637

Vice President: Andy Richardson
12602 Telecom Drive
Tampa, FL 33637

Secretary and
Treasurer: Nicolas R. Aparicio
12602 Telecom Drive
Tampa, FL 33637

ARTICLE X - REGISTERED AGENT, MAILING ADDRESS AND STREET ADDRESS

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

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 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; provided, however, all Lot Owners shall be jointly and severally responsible for the operation and maintenance of the Surface Water Management System in accordance with the requirements of the Permit unless and until and alternate entity assumes such responsibilities.

ARTICLE XII - BYLAWS

The Board of Directors shall adopt Bylaws consistent with these Articles.

ARTICLE XIII - AMENDMENTS TO ARTICLES OF INCORPORATION AND BYLAWS

Amendment of these Articles requires the approval of at least two-thirds of the membership votes. Notwithstanding the foregoing; (a) for so long as the Developer has the right to appoint the entire Board of Directors of the Association, the Developer or its successor or assign shall be permitted to unilaterally amend these Articles; and (b) for so long as Developer owns any portion of the Property, no amendment of these Articles shall make any changes which

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would in any way affect any of the rights, privileges, powers or options herein provided in favor of, or reserved to, the Developer, unless the Developer 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 By-laws.

Any amendment to these Articles that would alter the Drainage System, 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. The Association hereby indemnifies any Director or Officer made a party or threatened to be made a party to any threatened, pending or completed action, suit or proceeding:

(a) Whether civil, criminal, administrative or investigative, other than one by or in the right of the Association to procure a judgment in its favor, brought to impose a liability or penalty on such person for any act alleged to have been committed by such person in his capacity of Director or Officer of the Association, or in his capacity as a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against judgments, fines, amounts paid in settlement and reasonable expenses, including attorneys' fees, actually and necessarily incurred as a result of such action, suit or proceeding or any appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association, and in criminal actions or proceedings, without reasonable ground for belief that such action was unlawful. The termination of any such action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not in itself create a presumption that any such Director or Officer did not act in good faith in the reasonable belief that such action was in the best interests of the Association or that he had reasonable grounds for belief that such action was unlawful.

(b) By or in the right of the Association to procure a judgment in its favor by reason of his being or having been a Director or Officer of the Association, or by reason of his being or having been a Director, Officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise which he served at the request of the Association, against the reasonable expenses, including attorneys' fees, actually and necessarily incurred by him in connection with the defense or settlement of such action, or in connection

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with an appeal therein, if such person acted in good faith in the reasonable belief that such action was in the best interests of the Association. Such person shall not be entitled to indemnification in relation to matters as to which such person has been adjudged to have been guilty of negligence or misconduct in the performance of his duty to the Association unless and only to the extent that the court, administrative agency, or investigative body before which such action, suit or proceeding is held shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnification for such expenses which such tribunal shall deem proper.

Section 2. The Board of Directors shall determine whether amounts for which a Director or Officer seeks indemnification were properly incurred and whether such Director or Officer acted in good faith and in a manner he reasonably believed to be in the best interests of the Association, and whether, with respect to any criminal action or proceeding, he had no reasonable ground for belief that such action was unlawful. Such determination shall be made by the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to such action, suit or proceeding.

Section 3. The foregoing rights of indemnification shall not be deemed to limit in any way the powers of the Association to indemnify under applicable law.

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

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nonprofit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XVII – INCORPORATOR

The name and address of the Incorporator is:

Name: D.R. Horton, Inc.

Address: 12602 Telecom Drive
Tampa, FL 33637

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation as Incorporator thereof this 28th day of September, 2017.

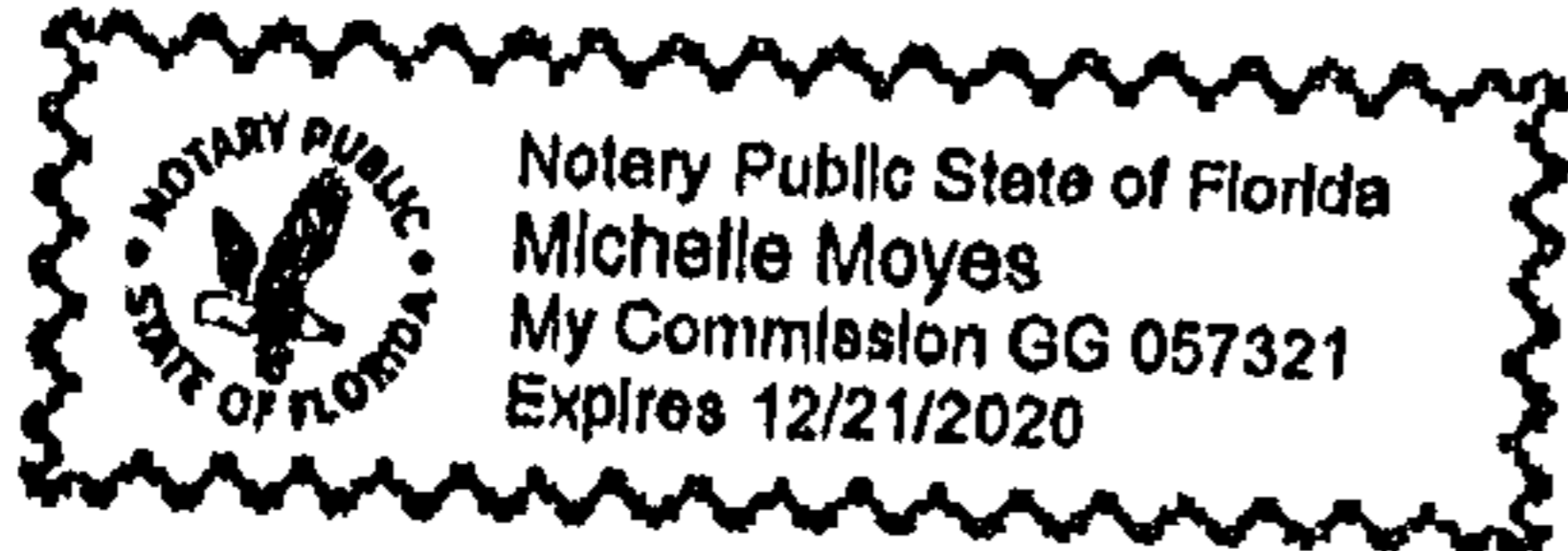
D.R. Horton, Inc., a Delaware corporation

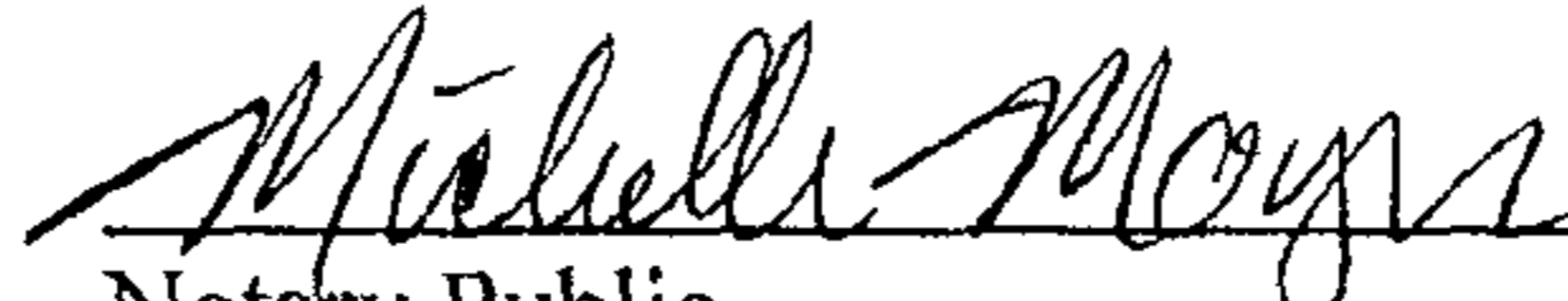


Darren Saltzberg, Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 28th day of September, 2017, by Darren Saltzberg who is personally known to me or who has produced a Florida driver's license as identification.






Notary Public
Name: Michelle Moyes
Serial Number: GG057321
Commission Expires: 12/21/2020

REGISTERED AGENT

The undersigned hereby accepts appointment as Registered Agent of Garden Village Community Association, Inc. this 28th day of September, 2017.

D.R Horton, Inc., a Delaware corporation

By: 

Name: Darren Saltzberg
Title: Vice President

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EXHIBIT "C"

BYLAWS

**BYLAWS OF
GARDEN VILLAGE COMMUNITY ASSOCIATION, INC.**

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

1. Identity. These are the Bylaws of GARDEN VILLAGE COMMUNITY HOMEOWNERS' ASSOCIATION, INC, (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering the Community known as Garden Village located in Sarasota County, Florida (the "Property").
 - 1.1 Principal Office. The principal office of the Association shall be at 12602 Telecom Drive, Tampa, FL 33637, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.
 - 1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year.
 - 1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in that certain Declaration of Covenants, Conditions and Restrictions of Garden Village (the "Declaration"), unless herein provided to the contrary, or unless the context otherwise requires.
3. Members. The members of the Association ("Members") shall be as specified in the Articles and Declaration.
 - 3.1 Annual Meeting. The annual Members' meeting shall be held on the date, at the place and at the time determined by the Board from time to time, provided that there shall be an annual meeting every calendar year. To the extent possible, the annual meeting shall be held during October, November or December and no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members in advance thereof.
 - 3.2 Special Meeting. Special Members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board. A special meeting must be called by the President or Secretary upon receipt of a written request from a majority of the Members of the Association. The business conducted at a special meeting shall be limited to the purposes stated in the notice of the meeting.

- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of Members stating the time and place and the purpose(s) for which the meeting is called shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place within the Property. The notice of the annual meeting shall be hand delivered or sent by mail to each Owner, unless the Owner waives in writing the right to receive notice of the annual meeting by signing a waiver of notice, in person or by proxy, either before or after the meeting. The delivery or mailing shall be to the address of the Member as it appears on the roster of Members described in Section 10 hereof. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting or hand delivery may be given by affidavit, and proof of mailing of the notice may be given by retention of post office receipts, or by affidavit. Notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called. Notice of a special meeting must include a description of the purpose or purposes for which the meeting is called.

Notice of Member annual or special meetings may be waived before or after the meeting. The attendance of any Member (or person authorized to vote for such member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

- 3.4 Quorum. A quorum at Members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast thirty percent (30%) of the votes of Members, unless a higher number is specifically provided elsewhere in the Declaration, the Articles or these Bylaws. If voting rights of any Member are suspended pursuant to the provisions of the Declaration or these Bylaws, the vote(s) of such Member shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

- (a) Classes of Voting Membership. The Association shall have two (2) classes of Members, each with voting rights as follows:

Class A. Class A Members shall be all Owners, including Declarant after the expiration of the Class B Membership. Class A Members shall be entitled to one (1) vote for each Lot they own.

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:

(i) three (3) months after ninety percent (90%) of the Lots in the Property that will ultimately be operated by the Association have been conveyed to Members; or

(ii) termination of the Class B Membership by resignation of all Declarant-appointed directors and delivery to the Secretary of the Association of a certificate in recordable form, signed by Declarant and stating that Declarant elects to terminate the Class B Membership. Upon termination of the Class B Membership, Declarant shall retain any voting rights it may have as a Class A Member; or

(iii) as otherwise required by applicable law.

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

- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms “majority of the Members” and “majority of the Members” shall mean a majority of the votes of Members and not a majority of the Members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Members at which a quorum shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of Members and not of the Members themselves.
- (c) Voting Owner. If a Lot is owned by one person, his right to vote shall be established by the roster of Members. If a Lot is owned by more than one person, the person entitled to cast the vote for the Lot shall be designated by a certificate signed by all of the record Owners of the Lot according to the roster of Owners and filed with the Secretary of the Association. Such person need not be a Lot Owner, nor one of the joint owners. Those certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Lot concerned. A certificate designating the person entitled to cast the vote for a Lot may be revoked by any record owner of an undivided interest in

the Lot. If a certificate designating the person entitled to cast the vote for a Lot is not on file or has been revoked, the vote of the Member(s) of such Lot shall not be considered in determining whether a quorum is present, nor for any other purpose, and the total number of authorized votes in the Association shall be reduced accordingly until such certificate is filed, except if the Lot is owned jointly by a husband and wife. If a Lot is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be an Owner. In the event a husband and wife do not designate a voting member, the following provisions shall apply:

- (i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).
 - (ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Lot vote just as though he or she owned the Lot individually, and without establishing the concurrence of the absent person.
 - (iii) If both are present at a meeting and concur, either one may cast the vote.
- (d) Corporation. If a Lot is owned by a corporation or other entity, the Chairman of the Board, President, Vice President, Secretary, or Treasurer of the Corporation holding such Membership in the Association, and any like officer of a foreign corporation whether for profit or not for profit, holding a Membership in the Association, shall be deemed by the Association to have the authority to vote on behalf of the Corporation and to execute proxies and written waivers and consents in relation thereto, unless before a vote is taken on a waiver of consent is acted upon it is made to appear by certified copy of the Bylaws or Resolution of the Board of Directors or executive committee of the Corporation that such authority does not exist or is vested in some other officer or person. In absence of such certification, the person executing any such proxies, waivers or consents or presenting himself at a meeting as one of such officers of a Corporation shall be for the purposes of this Section conclusively deemed to be duly elected, qualified and acting as such officer and be fully authorized. In the case of conflicting representation, the corporate Member shall be deemed to be represented by its Senior Officer, in the order first stated in this subsection.

3.6 Proxies. A proxy may be made by any person entitled to vote, but shall only be

valid for the specific meeting for which originally given and any lawfully adjourned and reconvened meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be dated, must state the date, time, and place of the meeting for which it was given, and signed by the person authorized to cast the vote for the Lot (as above described) and filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. Holders of proxies need not be Owners. If the proxy form expressly so provided, any proxy holder may appoint, in writing, a substitute to act in his place.

- 3.7 Adjourned Meetings. Adjournment of an Annual or Special meeting to a different date, time, or place must be announced at the meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to the notice provision of the Bylaws. If a new record date for the adjourned meeting is or must be fixed, notice of the adjourned meeting must be given to persons who are entitled to vote and are Members as of the new record date but were not Members as of the previous record date. If any proposed meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as provided by law, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual Members' meetings, and, if applicable, at other Members' meetings, shall be:
- (a) Call to order by President;
 - (b) Appointment by the President of a chairman of the meeting (who need not be a Member or a Director);
 - (c) Proof of notice of the meeting or waiver of notice;
 - (d) Reading of minutes;
 - (e) Reports of officers;
 - (f) Reports of committees;
 - (g) Appointment of inspectors of election;
 - (h) Determination of number of Directors;
 - (i) Election of Directors;

- (j) Unfinished business;
- (k) New business;
- (l) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

- 3.9 Minutes of Meeting. Minutes of all meetings of the Members of an Association must be maintained in written form or in another form that can be converted into written form within a reasonable time. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives or board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.
- 3.10 Delinquent Members. If any Assessment or portion thereof imposed against a Member remains unpaid for ninety (90) days following its due date, such Member's voting rights in the Association shall be automatically suspended until all past due Assessments and other sums then due are paid, whereupon the voting rights shall be automatically reinstated. Delinquent Members shall not be eligible to serve on the Board of Directors.
- 3.11 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action herein required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of such Members at which a quorum of such Members (or authorized persons) entitled to vote thereon were present and voted.

Written consent shall not be effective to take the Association action referred to in the consent unless the consent is signed by the Members having the requisite number of votes necessary to authorize the action within sixty (60) days of the date of the earliest dated consent and is delivered in the manner required by this Section.

Any written consent may be revoked prior to the date that the Association receives the required number of consents to authorize the proposed action. A revocation is not effective unless in writing and until received by the Association, or received by the Secretary or other officer or agent of the Association.

A consent signed under this Section has the effect of a meeting vote and may be described as such in any document. Whenever action is taken pursuant to this Section, the written consent of the Members consenting to such action or the

written reports of inspectors appointed to tabulate such consents must be filed with the minutes of proceedings of the Members.

Within ten (10) days after obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

- 3.12 Recording. Any Member may tape record or videotape meetings of the Membership. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Membership.

4. Directors

- 4.1 Membership. The affairs of the Association shall be managed and governed by a Board of Directors (the "Board") of not less than three (3) prior to the Declarant's turnover of control of the Association to Members other than Declarant; of not less than three (3) after the Declarant's turnover of such control; and in no event more than **five (5)** "Directors", the exact number initially to be as set forth in the Articles, and thereafter, except as provided herein, to be determined from time to time upon majority vote of the membership.

- 4.2 Election of Directors. The election of Directors shall be conducted in accordance with Chapter 720.306, Florida Statutes, and the following manner:

- (a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.
- (b) Nominations for Directors shall be made in advance of the meeting, no nominations shall be taken from the floor if election ballots are accepted in advance of the election meeting.
- (c) The election shall be by written ballot (unless dispensed with by majority consent of the Owners represented at the meeting) and decided by a plurality of the votes cast for each candidate.
- (d) All Members of the Association shall be eligible to serve on the Board of Directors unless otherwise provided by Florida law, and a Member may nominate himself as a candidate for the Board.

- 4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by Members, vacancies on the Board occurring between annual meetings of Members shall be filled by majority action of the remaining Director(s), provided that all vacancies in directorships to which Directors were appointed by the Declarant pursuant to the provisions of Section 4.17 hereof shall be filled by the Declarant without the necessity of any meeting.

- (b) Any Director elected by the Members may be removed from office with or without cause by the vote or agreement by a majority of all votes of the Membership. The vacancy in the Board so created shall be filled by the Members at the same meeting or at a meeting of the Membership shortly thereafter. The conveyance of all Lots owned by a Director in the Community who owned one or more Lots at the time he was elected or appointed (other than appointees of the Declarant) shall constitute the resignation of such Director.
- (c) Until a majority of the Directors are elected by the Members other than the Declarant, no Directors named by the Declarant shall be subject to removal by Members other than the Declarant. Directors appointed by the Declarant and Directors replacing them may be removed and replaced by the Declarant without the necessity of any meeting.
- (d) If a vacancy on the Board of Directors results in there being no incumbent Directors, any Member may apply to the Circuit Court within whose jurisdiction the Property lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Member shall mail to the Association and post in a conspicuous place in the Property a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancy(ies), the Member may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these Bylaws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the annual meeting of the Members two years from the date of such Director's election and and subsequently until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to or by the Board of the organizational meeting shall be necessary.

- (a) All meetings of the Board must be open to all Members except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney client privilege. Notices of all Board meetings must be posted in a conspicuous place in the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice

is not posted in a conspicuous place in the Property , notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of the assessments. Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of officers. This subsection also applies to the meetings of any committees or other similar body, including anybody vested with the powers to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a Member.

- 4.6 Regular Meetings. Regular meetings of the Board may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board shall be open to all Members and notice of such meetings shall be posted conspicuously in the Community at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized at any such meeting.
- 4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of two-thirds (2/3rds) of the Directors. Notice of the meeting shall be given personally by mail, telephone or telegraph to each Director, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board shall be open to all Members and notice of a special meeting shall be posted conspicuously in the Property at least forty-eight (48) hours in advance for the attention of the Members of the Association, except in the event of an emergency. Members shall not be permitted to participate, and need not be recognized, at any such meeting.
- 4.8 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.
- 4.9 Quorum. A quorum at Directors' meetings shall consist of a majority of the then incumbent Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

- 4.10 Adjourned Meetings. If, at any proposed meeting of the Board, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.
- 4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).
- 4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:
- (a) Proof of due notice of meeting;
 - (b) Reading and disposal of any unapproved minutes;
 - (c) Reports of officers and committees;
 - (d) Election of officers;
 - (e) Unfinished business;
 - (f) New business;
 - (g) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

- 4.13 Minutes of Meetings. Minutes of all meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. A vote or abstention from voting on each matter voted upon for each Director present at the Board meeting must be recorded in the minutes. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members or their authorized representative or board member at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.
- 4.14 Recording. Any Member may tape record or videotape meetings of the Board of Directors. The Board of Directors of the Association may adopt reasonable rules governing the taping of meetings of the Board of Directors.
- 4.15 Committees. The Board of Directors by resolution adopted by a majority of the full Board of Directors, may designate from among its members an executive committee and one or more other committees each of which, to the extent provided in such resolution or in the Articles of Incorporation or the Bylaws, shall have and may exercise all of the authority of the Board of Directors, except that

no such committee shall have the authority to:

- (a) Approve or recommend to members actions or proposals required by this act to be approved by members;
- (b) Fill vacancies on the Board of Directors or any committee thereof; or
- (c) Adopt, amend, or repeal the Bylaws.

The provisions of the Bylaws governing meetings, notice and waiver of notice, quorum and voting requirements of the Board of Directors shall apply to all committees and their members as well.

Each committee must have two or more members who serve at the pleasure of the Board of Directors. The Board, by resolution adopted, may designate one or more director(s) as alternative members of any such committee who may act in the place instead of any absent member at any meeting of such committee.

Neither the designation of any such committee, and delegation thereto of authority, nor action by such committee pursuant to such authority shall alone constitute compliance by any member of the Board of Directors not a member of the committee in question with his responsibility to act in good faith, in a manner he reasonably believes to be in the best interest of the Association, and with such care as an ordinary prudent person in a like position would use under similar circumstances.

4.16 Architectural Control Committee. As provided in the Declaration, the Board of Directors shall create an Architectural Control Committee (“ACC”), composed of not less than three (3) nor more than five (5) persons appointed by the Board, or, in the Board’s discretion, the Board from time to time may constitute itself as the ACC. To the extent not inconsistent with the Declaration, the provisions of Section 4.15 shall apply to the ACC.

4.17 Declarant Control of Board; Turnover. So long as there shall be a Class B Membership as set forth in the Declaration, vesting voting control of the Association in the Declarant, the Declarant shall have the right to appoint and replace all Directors and Officers.

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 (5%) percent of the Lots in the Community. 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 Members of the Board of Directors.

The Declarant shall turn over control of the Association to Members other than

the Declarant upon termination of the Class B Membership by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Declarant to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Declarant's decision to cause its appointees to resign is given to Members, neither the Declarant, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Declarant refuse or fail to assume control. Control of the Association shall be deemed "turned over" upon (i) termination of the Class B Membership and (ii) resignation of all Declarant appointed Directors. Upon such turnover the Declarant shall retain all voting rights incident to its ownership of Lots.

Within a reasonable time after control of the Association is turned over to Members other than the Declarant, (but not more than ninety (90) days after such event) the Declarant shall deliver to the Association all property of the Members and of the Association held by or controlled by the Declarant, including, but not limited to, the following items, if applicable:

- (a) The original or a photocopy of the recorded Declaration, and all amendments thereto. If a photocopy is provided, the Declarant must certify by affidavit that it is a complete copy of the actual recorded Declaration;
- (b) A certified copy of the Articles of Incorporation for the Association;
- (c) A copy of the Bylaws of the Association;
- (d) The Minute Books, including all minutes, and other books and records of the Association;
- (e) Any rules and regulations which have been adopted;
- (f) Resignations of resigning officers and Board members who were appointed by the Declarant;
- (g) The financial records, including financial statements of the Association, and source documents since the incorporation of the Association to the date of turnover. The records may be reviewed, at the Association's expense, by an independent certified public accountant;
- (h) Association funds or the control thereof;
- (i) All tangible personal property that is the property of the Association, and an inventory of such property;
- (j) Insurance policies;
- (k) Copies of any Certificates of Completion which may have been issued for

the Common Areas;

- (l) Any other permits issued by governmental bodies applicable to the Common Areas in force or issued within one (1) year prior to the date the Members take control of the Association;
- (m) All written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective with respect to the Common Areas;
- (n) A roster of Members and their addresses and telephone numbers, if known, as shown on the Association's records;
- (o) Leases to which the Association is a party, if applicable;
- (p) Employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service; and,
- (q) All other contracts to which the Association is a party.
- (r) All deeds to the Common Areas owned by the Association.
- (s) A list of the names, addresses and telephone numbers of all contractors, subcontractors and others in the employ of the Association at the time the control of the Association is turned over to Members other than Declarant.

4.18 Official Records. The Association shall maintain each of the following items, when applicable, which constitute the Official Records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Areas or other property that the Association is obligated to maintain, repair, or replace, if any;
- (b) A copy of the Bylaws of the Association and of each Amendment to the Bylaws;
- (c) A copy of the Articles of Incorporation of the Association and of each Amendment thereto;
- (d) A copy of the Declaration of Covenants and a copy of each Amendment thereto;
- (e) A copy of the current Rules of the Association;
- (f) The minutes of all meetings of the Board of Directors and of the Members,

which minutes must be retained for at least seven (7) years;

- (g) A current roster of all Members and their mailing addresses and parcel identification;
- (h) All of the Association's insurance policies or a copy thereof, which policies must be retained for at least seven (7) years;
- (i) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has an obligation or responsibility. Bids received by the Association for work to be performed must also be considered Official Records and must be kept for a period of one (1) year;
- (j) The financial and accounting records of the Association, kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:
 - (i) Accurate, itemized, and detailed records of all records and expenditures.
 - (ii) A current account and a periodic statement of the account for each Member, designating the name and current address of each Member who is obligated to pay assessments, the due date and the amount of each assessment or other charge against the Member, the date and amount of each payment on the account, and the balance due.
 - (iii) All tax returns, financial statements, and financial reports of the Association.
 - (iv) Any other records that identify, measure, record, or communicate financial information.

4.19 Inspection and Copying of Records. The Official Records shall be maintained within the State, in accordance with Chapter 720, and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days after receipt of a written request for access. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Property.

- (a) The failure of the Association to provide access to the records within ten (10) business days after receipt of a written request creates a rebuttable presumption that the Association willfully failed to comply with this subsection.
- (b) A Member who is denied access to the Official Records is entitled to the

actual damages or minimum damages for the Association's willful failure to comply with this subsection. The minimum damages are to be \$50.00 per calendar day up to ten (10) days, the calculation to begin on the eleventh (11th) business day after receipt of the written request.

- (c) The Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the Official Records, including, without limitation, the costs of copying so long as such costs are in accordance with the provisions of Chapter 720. The Association shall maintain an adequate number of copies of the recorded governing documents, to insure their availability to Members, and prospective members and may charge only its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

5. Powers and Duties. The Board shall have the powers and duties necessary for the management and administration of the affairs of the Association and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board by the Members. Such powers and duties of the Board shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Areas and other property owned by the Association.
- (b) Determining the expenses required for the operation of the Association.
- (c) Collecting the Assessments for Common Expenses of the Association from all Owners.
- (d) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Areas and other property owned by the Association.
- (e) Adopting and amending rules and regulations concerning the details of the operation and use of the Property and any Association Property, subject to a right of the Members to overrule the Board as provided in **Section 13** hereof.
- (f) Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- (g) Purchasing, leasing or otherwise acquiring Lots or other property in the name of the Association, or its designee.
- (h) Purchasing Lots at foreclosure or other judicial sales, in the name of the Association, or its designee.

- (i) Selling, leasing, mortgaging or otherwise dealing with Lots acquired by the Association.
- (j) Settling or compromising claims of or against the Association in which all Members have a common interest.
- (k) Obtaining and reviewing insurance for the Common Areas and other property owned by the Association.
- (l) Making repairs, additions and improvements to, or alterations of, the Common Areas in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (m) Enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Property.
- (n) Levying fines against appropriate Members for violations of the Declaration or rules and regulations established by the Association to govern the conduct of such Members.
- (o) Borrowing money on behalf of the Association when required in connection with the operation, care, upkeep and maintenance of the Common Areas or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the holders of at least two-thirds (2/3rds) of the votes of the Membership represented at a meeting of Members at which a quorum has been attained in accordance with the provisions of these Bylaws shall be required. If any sum borrowed by the Board on behalf of the Association pursuant to the authority contained in this subsection (o) is not repaid by the Association, any Member who pays to the creditor such portion thereof as his interest in the property owned by the Association bears, to the interest of all the Members in the property owned by the Association, shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member's Lot. The Association shall take no action authorized in this subsection without the prior written consent of the Declarant as long as the Declarant owns any Lots.
- (p) Contracting for the management and maintenance of the Common Areas or other property owned by the Association and authorizing a management agent (who may be an affiliate of the Declarant) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of

the Common Areas or other Association property with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Declaration, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

- (q) At its discretion, authorizing Members or other persons to use portions of the Common Areas or other property owned by the Association for private parties and gatherings and imposing reasonable charges for such private use.
- (r) Exercising (i) all powers specifically set forth in the Declaration, the Articles, and these Bylaws, and (ii) all powers incidental thereto, and all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, or sale of Lots, not to exceed the maximum amount permitted by law in any one case.
- (t) Contracting with and creating special taxing districts.
- (u) Adopt and appoint executive committees.

Anything herein to the contrary notwithstanding, no general funds of the Association shall be utilized for bringing, supporting, investigating, or otherwise abetting any legal action, claim or extra-judicial action except for (i) imposition, enforcement and collection of assessments, including lien rights, (ii) collecting of debts owned to the Association, (iii) bringing any contest or appeal of tax assessments relating to any property owned by the Association, (iv) actions brought by the Association to enforce the provisions of the Declaration, and (v) counterclaims brought by the Association in proceedings instituted against it, unless such legal action, claim or extra-judicial action shall be specifically approved for such purposes by seventy-five percent (75%) of the vote of the Members of the Association.

6. Officers.

- 6.1 Executive Officers. The executive officers of the Association shall be a President, Vice-President, a Treasurer and a Secretary, all of whom shall be elected by the Board and who may be peremptorily removed at any meeting at which a quorum of Directors is attained by concurrence of a majority of all of the present Directors. The President and Vice-President shall be Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or

appropriate to manage the affairs of the Association. Officers need not be Members.

- 6.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.
- 6.4 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.
- 6.6 Declarant Appointees. No officer appointed by the Declarant may be removed except as provided in **Section 4.17** hereof and by law.
7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but may be compensated for services performed outside the scope of their service as officers or Directors.
8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such later date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of the Declarant or other Directors or officers who are not Owners when elected or appointed) shall constitute a written resignation of such Director or officer.
9. Fiscal Management. The provisions for fiscal management of the Association set forth in

the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption By Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Common Expenses, determine the amount of Assessments payable by the Members to meet the expenses of the Association, and allocate and assess such expenses among the Members, in accordance with the provisions of the Declaration.

The budgets must reflect the estimated revenues and expenses for the year and the estimated surplus or deficit as of the end of the current year including all fees and charges for exterior maintenance, landscaping, upkeep and insurance, if applicable, of Common Areas and structures thereon. In addition to the annual operating expenses, and to the extent applicable, the budgets may include reserve accounts for capital expenditures and deferred maintenance. Reserves, however, may be waived in accordance with the Declaration and applicable Florida law. In the event of such waiver, the budget need not reflect or include reserve accounts for capital expenditures and deferred maintenance; provided, however the budget shall contain a disclosure stating reserves have been properly waived.

The adoption of the budgets for the Association by the Board shall comply with the requirements hereinafter set forth. A copy of the proposed budget shall be made available for inspection by each Member or mailed to each Member not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The Board shall have the power to adopt the budget at the duly noticed meeting by a majority vote.

(b) Adoption by Membership. In the event that the Board shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1(a) above, the Board may call a special meeting of Members for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection. Alternatively, the Board may propose a budget in writing to all Members of the Association or a specified sub-group of Members, where applicable. If either such budget is adopted by a majority of the votes of Members to which the budget applies, present at such meeting, or receiving such written budget, upon ratification by a majority of the Board, it shall become the budget for such year.

9.2 Depository. The depository of the Association shall be such bank(s) or savings and loan association(s) in the State of Florida as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more

than one fund, as determined by the Board.

- 9.3 Acceleration of Assessment Installments upon Default. If a Member shall be in default in the payment of an installment upon an Assessment for more than thirty (30) days, the Board or its agent may accelerate the remaining installments of the Annual Assessment upon written notice to such Member, and the then unpaid balance of the Assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice or ten (10) days after mailing of the notice, whichever shall first occur.
- 9.4 Fidelity Bonds. Fidelity bonds may be required by the Board for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board, but no less than \$10,000 for each such person so bonded, if any. The premiums on such bonds shall be paid by the Association as a Common Expense.
- 9.5 Accounting Records and Reports. The Association shall maintain accounting records in the State of Florida, according to accounting practices normally used by similar associations or the manager under any applicable management contract. The records shall be open to inspection by Members or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Lot designating the name and current mailing address of the Member, the amount of each Assessment, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due.

Within ninety (90) days following the end of the fiscal year, the Association shall prepare or contract with a third party to prepare and complete a financial report for the previous twelve (12) months. Within 21 days after the final financial report is completed by the association or received from the third party, but not later than 120 days after the end of the fiscal year, the Association shall provide each Member with a copy of the annual financial report or a written notice that a copy of the annual financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Chapter 720, Florida Statutes, and may consist of either financial statements presented in conformity with general accepted accounting principals or a financial report of actual receipts and expenditures, cash basis, which report must show the amounts of receipts by accounts and receipt classifications and may show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- (a) Cost for security;
- (b) Professional and management fees and expenses;
- (c) Taxes;

- (d) Cost for Common Areas;
- (e) Expenses for refuse collection and utility services;
- (f) Expenses for lawn care;
- (g) Cost for building maintenance and repair;
- (h) Insurance costs;
- (i) Administrative and salary expenses;
- (j) General reserves, maintenance reserves and depreciation reserves; and
- (k) Beginning and ending cash balances of the Association.

9.6 Application of Payment. All payments made by a Member shall be applied as provided in these Bylaws and in the Declaration or as determined by the Board.

9.7 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such assessments.

9.8 Declarant Exemption From Assessments for Lawsuits. The Declarant shall not be liable for the payment of any Assessments applicable to Lots it owns which relate in any way to the payment of legal or other fees to persons or entities engaged for the purpose of suing, or making, preparing or investigating possible claims against the Declarant.

10. Roster of Owners. The Association shall maintain current information regarding the title holders of all Owners. Such information shall be obtained by requiring each Member to file with the Association a copy of the deed or other document showing his ownership. The Association may rely upon the accuracy of any such information for all purposes until notified in writing of changes therein.

Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

12. Amendments. Except as otherwise provided in the Declaration, these Bylaws may be amended in the following manner:

12.1 A resolution for the adoption of a proposed amendment may be proposed either

by a majority of the Board or by not less than 1/3 of the votes of Members of the Association. A majority of the Board shall thereupon adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be the annual or a special meeting.

- 12.2 Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member entitled to vote thereon within the time and in the manner provided in these Bylaws for the giving of notice of a meeting of the Members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.
- 12.3 At such meeting, a vote of the Members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of at least a majority of the Members present in person or by proxy at the meeting (at which a quorum is attained).
- 12.4 Any number of amendments may be submitted to the Members and voted upon by them at any one meeting.
- 12.5 If all of the Directors and all of the Members eligible to vote sign a written statement manifesting their intention that an amendment to these Bylaws be adopted, then the amendment shall thereby be adopted as though the above requirements had been satisfied.
- 12.6 No amendment shall make any changes in the qualifications for membership nor in the voting rights of Members without approval by all of the Members and the joinder of all Institutional Mortgagees holding Institutional Mortgages upon the Lot(s). No amendment shall be made that is in conflict with the Declaration or the Articles. Prior to the closing of the sale of all Lots within the Community, no amendment 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 shall join in the execution of the amendment, including, but not limited to, any right of the Declarant to appoint Directors pursuant to these Bylaws.
- 12.7 No amendment to these Bylaws shall be made which discriminates against any Member(s), or affects less than all of the Members within the Community, without the written approval of all of the Members so discriminated against or affected.
- 12.8 Upon the approval of an amendment to these Bylaws, the certificate of amendment shall be executed and a copy shall be recorded in the public records of the County.
- 12.9 Notwithstanding the foregoing, the Federal Housing Administration and the Veterans Administration shall have the right to veto any amendments to these

Bylaws as long as there is a Class B membership if such amendments require the review and approval of either agency in accordance with applicable regulations and if such agencies are providing financing to Homes in the Community.

- 12.10 Notwithstanding the foregoing, the Declarant shall have the right to unilaterally amended these Bylaws without the consent of any Owner or mortgagee for so long as the Declarant appoints a majority of the Board of Directors.
13. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to rules and regulations concerning the use and operation of the Community, except that subsequent to the date control of the Board is turned over by the Declarant to Members other than the Declarant, Members of a majority of the Lots represented at a meeting at which a quorum is present may overrule the Board with respect to the adoption or modification of any rules and regulations. Copies of such rules and regulations shall be furnished by the Board to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Declarant.
14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. If any portion hereof shall be found by competent judicial authority to be unenforceable, then only that portion shall be deemed deleted and the remainder shall be given its nearest permissible meaning and effect.
15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.
16. Conflict. In the event there should be found any irreconcilable conflict among or between the Declaration, the Articles and/or these Bylaws and in the absence of any express language indicating which document controls the particular subject matter, then the provisions of the Declaration shall be paramount, the Articles next paramount and these Bylaws subordinate.
17. Indemnification of Officers and Directors. Subject to the further provisions of this Section, the Association shall indemnify and hold harmless all officers and Directors, (and members of a Committee or Tribunal, as provided in **Section 18.3** hereof) past or incumbent, from and against all costs, claims, damages, expenses and liabilities of any kind whatsoever, including attorneys' fees and costs at all tribunal levels, arising out of the performance of such person's duties hereunder. Such indemnification and hold harmless provision shall (i) exist regardless of whether the Association itself is named as a party defendant or alleged to have any liability, (ii) include the payment of any settlements upon approval by the Board, and (iii) include indemnification of the estate and heirs of the indemnified party. Such indemnification and hold harmless provision shall not be applicable (i) to the extent the claim or liability is covered by insurance, or (ii) in the event a court of competent jurisdiction finally determines, after all appeals have been exhausted or not timely pursued, that the indemnified party did not act in good faith

within what he reasonably believed to be the scope of his duty and/or authority and for purposes which he reasonably believed to be in the best interests of the Association or its Members generally and such court further specifically determines that indemnification should be denied. The provision of this Section may not be amended to terminate the effect hereof as to any persons who became officers or Directors while this Section was effective.

18. Suspension of Privileges; Fines. In the event of an alleged violation of the Declaration, the Articles, these Bylaws or the rules and regulations adopted hereunder, and after written notice of such alleged failure is given to the Member in the manner herein provided, the Board shall have the right, after the alleged violator has been given an opportunity for an appropriate hearing and upon an affirmative vote of the Board, to suspend or condition said Member's and his family's, guests' and tenants' right to the use of the Common Areas (except for the portions thereof which are necessary as a means of ingress and egress) and to fine such Member. Any such suspension shall be for a period of not more than thirty (30) days for any noncontinuing infraction, but in the case of a continuing infraction (including nonpayment of any Assessment after the same becomes delinquent) the suspension may be imposed for so long as the violation continues. No fine shall exceed the sum of \$100.00 per violation. Repair or replacement costs shall not be deemed fines subject to the foregoing limitation. Any continuing violation shall be a separate violation for each day it continues. The failure of the Board to enforce the rules and regulations, these Bylaws, the Articles or the Declaration shall not constitute a waiver of the right to enforce the same thereafter. The remedies set forth above and otherwise provided by these Bylaws or by law shall be cumulative and none shall be exclusive. However, any individual must exhaust all available internal remedies of the Association prescribed by these Bylaws, or by any rules and regulations adopted by the Association, before that Member may resort to a court of law for relief from any provision of the Declaration, the Articles, these Bylaws or the rules and regulations. The rights of the Association to suspend voting rights, to impose interest charges, accelerate Assessment payments, or to otherwise enforce the payment of Assessments, as elsewhere provided in the Declaration and these Bylaws, shall not be subject to the provisions of this Section or require the notice and hearing provided for herein.

18.1 Written Complaint. A hearing to determine whether a right or privilege of a Member or any of his family or tenants ("Respondent") under the Declaration or these Bylaws should be suspended or conditioned or a fine imposed shall be initiated by the filing of a written Complaint by any Member or by any officer or Director with the President or Secretary of the Association. The Complaint shall constitute a written statement of charges which shall set forth in ordinary and concise language the acts or omissions with which the Respondent is charged, to the end that the Respondent will be able to prepare his defense. The Complaint shall specify the specific provisions of the Declaration, the Articles, these Bylaws or the rules and regulations which the Respondent is alleged to have violated, but shall not consist merely of charges phrased in the language of such provisions without supporting facts.

18.2 Discovery. After initiation of a proceeding in which the Respondent is entitled to

a hearing, the Respondent and the individual filing the Complaint, upon written request made to the other party, prior to the hearing and within fifteen (15) days after service by the Board of Directors of the Complaint or within ten (10) days after service of any amended or supplemental Complaint, is entitled to (1) obtain the names and addresses of witnesses to the extent known to the other party, and (2) inspect and make a copy of any statements, writings and investigative reports relevant to the subject matter of the hearing. Nothing in this Section, however, shall authorize the inspection or copying of any writing or thing which is privileged from disclosure by law or otherwise made confidential or protected as work product.

- 18.3 Tribunal. The Board shall appoint a Tribunal of at least three Members where applicable upon receipt of a written Complaint. No member of the Tribunal shall be a Director, Officers or employee of the Association, nor shall any member of the Tribunal be involved in any prior investigation of the matter on behalf of the Board nor related by blood or marriage to either the complaining party or the Respondent. In appointing the members of the Tribunal, the Board should make a good faith effort to avoid appointing any Members who are witnesses to the alleged violation giving rise to the Complaint or otherwise biased. The decision of the Board shall be final, except that the Respondent may challenge any member of the Tribunal for cause, where a fair and impartial hearing cannot be afforded, at any time prior to the taking of evidence of the hearing. In the event of such a challenge, the Board shall meet to determine the sufficiency of the challenge, without the President voting. If such challenge is sustained, the President shall appoint another Member to replace the challenged member of the Tribunal. All decisions of the Board in this regard shall be final. The Tribunal shall elect a Chairman. The Tribunal shall exercise all other powers relating to the conduct of the hearing. If the Tribunal, by majority vote does not approve a proposed fine or suspension, it may not be imposed.
- 18.4 Notice of Hearing. The Tribunal shall serve a notice of hearing, as provided herein, on all parties at least fourteen (14) days prior to the hearing.
- 18.5 Hearing.
- (a) Whenever the Tribunal has commenced to hear the matter and a member of the Tribunal is forced to withdraw prior to a final determination by the Tribunal, the remaining members shall continue to hear and decide the case. Oral evidence shall be taken only on oath or affirmation administered by an officer of the Association. The use of affidavits and written interrogatories in lieu of oral testimony shall be encouraged by the Tribunal.
- (b) Each party shall have the right to be represented by counsel; to call and examine witnesses; to introduce exhibits; to cross-examine opposing witnesses on any matter relevant to the issues even though that matter was not covered in the direct examination; to impeach any witness regardless

of which party first called him to testify; and to rebut the evidence against him. If the Respondent does not testify in his own behalf, he may be called and examined as if under cross-examination.

- (c) The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission of such evidence over objection in civil actions. Hearsay evidence may be used for the purpose of supplementing or explaining other evidence but shall not be sufficient in itself to support a finding, unless it would be admissible over objection in civil actions. The rules of privilege shall be effective to the extent that they are otherwise required by statute to be recognized at the hearing, and irrelevant and unduly repetitious evidence shall be excluded.
- (d) Neither the accusing Member nor the allegedly defaulting Member must be in attendance at the hearing. The hearing shall be open to attendance by all Members where applicable. In rendering a decision, official notice may be taken at any time of any generally accepted matter within the Declaration, the Articles, these Bylaws, the rules and regulations or the workings of the Association.

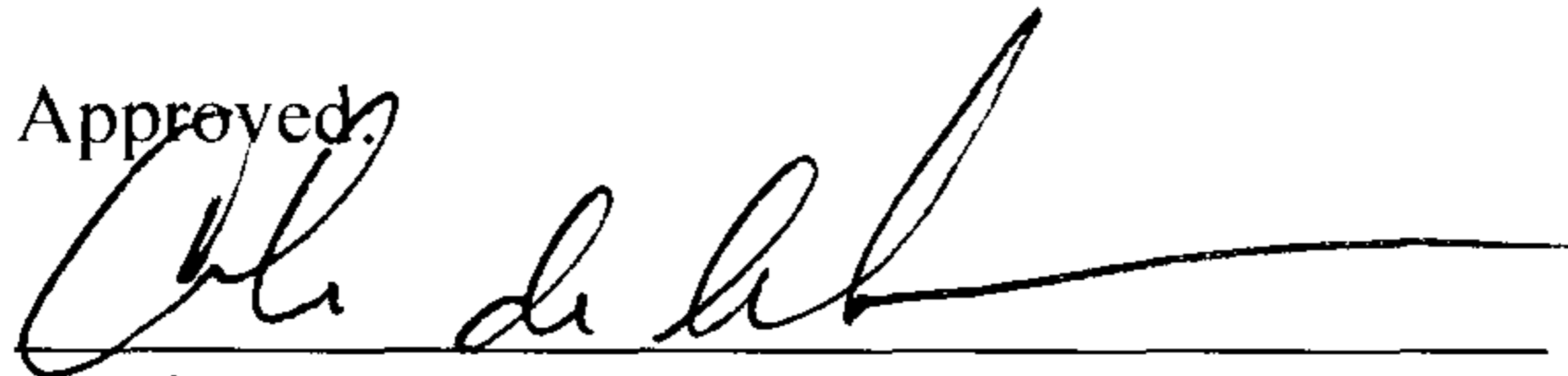
18.6 Decision. The Tribunal will prepare written findings of fact and recommendations for consideration by the Board of Directors. The Tribunal shall make its determination only in accordance with the evidence presented to it and in accordance with these Bylaws. After all testimony and documentary evidence has been presented to the Tribunal, the Tribunal shall vote by secret written ballot upon the matter, with a majority of the entire Tribunal controlling. A copy of the findings and recommendations of the Tribunal shall be served by the President on each party in the matter and his attorney, if any. Disciplinary action and fines under the Declaration, these Bylaws or the rules and regulations shall be imposed only by the Board, and based upon the findings and recommendations of the Tribunal. The Board may adopt the recommendations of the Tribunal in their entirety, or the Board may reduce the proposed penalty and adopt the balance of the recommendations. In no event shall the Board impose more stringent disciplinary action than recommended by the Tribunal. The decision of the Board shall be in writing and shall be served in the same manner as the findings and recommendations of the Tribunal. The decision of the Board shall become effective ten (10) days after it is served upon the Respondent, unless otherwise ordered in writing by the Board. The Board may order reconsideration at any time within fifteen (15) days following service of its decision on the parties on its own motion or upon petition by a party.

18.7 Suspension of Privileges for Failure to Pay Assessments. The Association may, without notice of a hearing, or an opportunity for a hearing, impose a suspension upon any Member because of the failure of the Member to pay assessments or other charges when due. However, in no event shall a suspension of common area use rights impair the right of an Owner or tenant of a Lot to have vehicular and/or pedestrian ingress to and egress from the Lot, including, but not limited to the right to park.

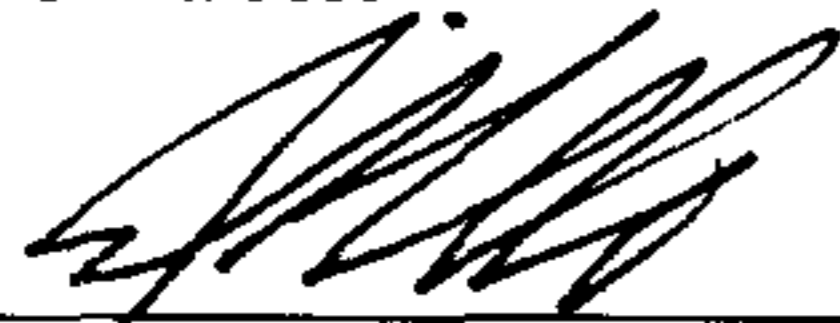
The foregoing was adopted as the Bylaws of GARDEN VILLAGE COMMUNITY ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, at its first meeting of the Board of Directors on the 21st day of March, ~~2014~~.

2018

Approved:



President



Attest: Secretary

EXHIBIT "D"
Environmental Resource or Surface Water Management Permit

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43030334.006**

EXPIRATION DATE: December 29, 2020

PERMIT ISSUE DATE: December 29, 2015

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

PROJECT NAME: Sawgrass Subdivision

GRANTED TO: JW4 Capital LLC
Attn: Eldon Johnson
4930 Oldham Street
Sarasota, FL 34248

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the modification of a previously authorized (ERP Nos. 44030334.000 and 44030334.005) and constructed stormwater management system. The modification includes the conversion of the project from a commercial subdivision to a 42-acre, 170 lot single-family residential subdivision. The project is located on the south side of West Sawgrass Road, approximately one-half mile southwest of the interchange of Fruitville Road and Interstate 75, in Sarasota County. Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Sawgrass at Sarasota Homeowners' Association, Inc.

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: SARASOTA

SEC/TWP/RGE: S25/T36S/R18E, S24/T36S/R18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 42.00

PROJECT SIZE: 42.00 Acres

LAND USE: Residential

DATE APPLICATION FILED: December 22, 2014

AMENDED DATE: July 07, 2015

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Wetland 1	0.85	WET DETENTION WITH NATURAL WETLANDS
Wetland 2	4.19	WET DETENTION WITH NATURAL WETLANDS
Pond 5	1.84	MAN-MADE WET DETENTION
Pond 6	0.78	MAN-MADE WET DETENTION
Pond 7	0.78	MAN-MADE WET DETENTION
Pond 1A	0.26	NO TREATMENT SPECIFIED
Pond 1B	0.43	NO TREATMENT SPECIFIED
Pond 2A	0.29	NO TREATMENT SPECIFIED
Pond 2B	0.32	NO TREATMENT SPECIFIED
Pond 4	0.47	NO TREATMENT SPECIFIED
	Total: 10.21	

Water Quantity/Quality Comments:

The stormwater management system has been designed to limit the post-development 25-year, 24-hour discharge rate to the peak pre-development 25-year, 24-hour rate. Ponds 1A, 1B, 2A, 2B, and 4 serve as pre-treatment in accordance with Section 4.1.a.3.(c), A.H.V.II, to remove sediments, oils, and greases from entering the isolated natural wetlands and also provide water quantity attenuation. The plans and calculations are referenced to NGVD29 vertical datum.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

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

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Ditch	0.21	0.00	0.21	0.00	0.00	0.00
Total:	0.21	0.00	0.21	0.00	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

The original project area for this ERP modification contains 3.55 acres of wetlands and 0.2 acre of other surface waters that have been previously approved and reported in ERP 44030334.000, entitled Cattlemen Energy Complex (fka Cattlemen Commerce Center), issued September 28, 2006. This permit modification does not authorize any changes to the previously authorized wetland and surface water impacts or mitigation.

Wetlands are not located within the additional project area for this ERP modification, however, there are 0.21 acre of other surface water features, consisting of 0.21 acre of upland cut ditches (FLUCCS 510), located within the project area. Permanent filling impacts to 0.21 acre of the project surface waters will occur for construction of roadways and homesites.

Mitigation Information

Mitigation Comments:

Wetland mitigation is not required for permanent filling impacts to the upland cut ditches pursuant to Subsection 10.2.2.2 of the Applicants Handbook Volume I (A.H.V.I.) for Environmental Resource Permit Applications. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
4. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
5. The following language shall be included as part of the deed restrictions for each lot:
"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
6. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.
7. (a.) This Permit Modification No. 43030334.006 amends the previously issued Permit No. 44030334.000, deletes Specific Conditions 21 and 22 and adds conditions. All other original permit conditions remain in effect.
(b.) This Permit Modification No. 43030334.006 amends the previously issued Permit No. 44030334.005, and all conditions are replaced by the conditions herein.
8. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
9. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by

the District within 30 days of discovery.

10. The Permitted Plan Set for this project includes the set received by the District on November 19, 2015.
11. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

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

12. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
13. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
14. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
15. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
16. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
17. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each

phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

18. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
19. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

GENERAL CONDITIONS

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

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1. The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate project-specific conditions.
- a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
 - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
 - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
 - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
 - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
 - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)], or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)],
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
 - g. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.

2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

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



Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899
(352) 796-7211 or 1-800-423-1476 (FL only)
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)
On the Internet at: WaterMatters.org

An Equal
Opportunity
Employer

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

Sarasota Service Office
6750 Fruitville Road
Sarasota, Florida 34240-9711
(941) 377-3722 or
1-800-320-3503 (FL only)

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

December 29, 2015

JW4 Capital LLC
Attn: Eldon Johnson
4930 Oldham Street
Sarasota, FL 34248

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

Project Name: Sawgrass Subdivision
App ID/Permit No: 706219 / 43030334.006
County: SARASOTA
Sec/Twp/Rge: S25/T36S/R18E, S24/T36S/R18E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit modification. Based upon a review of the information you submitted, the application is approved. Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

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

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

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

Sincerely,

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

Enclosures: Approved Permit w/Conditions Attached
 As-Built Certification and Request for Conversion to Operation Phase
 Notice of Authorization to Commence Construction
 Notice of Rights
cc: U. S. Army Corps of Engineers
 John Cavoli, P.E., Cavoli Engineering, Inc.

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
INDIVIDUAL CONSTRUCTION MAJOR MODIFICATION
PERMIT NO. 43030334.006**

EXPIRATION DATE: December 29, 2020

PERMIT ISSUE DATE: December 29, 2015

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

PROJECT NAME: Sawgrass Subdivision

GRANTED TO: JW4 Capital LLC
Attn: Eldon Johnson
4930 Oldham Street
Sarasota, FL 34248

OTHER PERMITTEES: N/A

ABSTRACT: This permit authorization is for the modification of a previously authorized (ERP Nos. 44030334.000 and 44030334.005) and constructed stormwater management system. The modification includes the conversion of the project from a commercial subdivision to a 42-acre, 170 lot single-family residential subdivision. The project is located on the south side of West Sawgrass Road, approximately one-half mile southwest of the interchange of Fruitville Road and Interstate 75, in Sarasota County. Information regarding the stormwater management system, 100-year floodplain, wetlands and/or surface waters is stated below and on the permitted construction drawings for the project.

OP. & MAIN. ENTITY: Sawgrass at Sarasota Homeowners' Association, Inc.

OTHER OP. & MAIN. ENTITY: N/A

COUNTY: SARASOTA

SEC/TWP/RGE: S25/T36S/R18E, S24/T36S/R18E

**TOTAL ACRES OWNED
OR UNDER CONTROL:** 42.00

PROJECT SIZE: 42.00 Acres

LAND USE: Residential

DATE APPLICATION FILED: December 22, 2014

AMENDED DATE: July 07, 2015

I. Water Quantity/Quality

POND No.	Area Acres @ Top of Bank	Treatment Type
Wetland 1	0.85	WET DETENTION WITH NATURAL WETLANDS
Wetland 2	4.19	WET DETENTION WITH NATURAL WETLANDS
Pond 5	1.84	MAN-MADE WET DETENTION
Pond 6	0.78	MAN-MADE WET DETENTION
Pond 7	0.78	MAN-MADE WET DETENTION
Pond 1A	0.26	NO TREATMENT SPECIFIED
Pond 1B	0.43	NO TREATMENT SPECIFIED
Pond 2A	0.29	NO TREATMENT SPECIFIED
Pond 2B	0.32	NO TREATMENT SPECIFIED
Pond 4	0.47	NO TREATMENT SPECIFIED
	Total: 10.21	

Water Quantity/Quality Comments:

The stormwater management system has been designed to limit the post-development 25-year, 24-hour discharge rate to the peak pre-development 25-year, 24-hour rate. Ponds 1A, 1B, 2A, 2B, and 4 serve as pre-treatment in accordance with Section 4.1.a.3.(c), A.H.V.II. to remove sediments, oils, and greases from entering the isolated natural wetlands and also provide water quantity attenuation. The plans and calculations are referenced to NGVD29 vertical datum.

A mixing zone is not required.

A variance is not required.

II. 100-Year Floodplain

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

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

III. Environmental Considerations

Wetland/Other Surface Water Information

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Ditch	0.21	0.00	0.21	0.00	0.00	0.00
Total:	0.21	0.00	0.21	0.00	0.00	0.00

* For impacts that do not require mitigation, their functional loss is not included.

Wetland/Other Surface Water Comments:

The original project area for this ERP modification contains 3.55 acres of wetlands and 0.2 acre of other surface waters that have been previously approved and reported in ERP 44030334.000, entitled Cattlemen Energy Complex (fka Cattlemen Commerce Center), issued September 28, 2006. This permit modification does not authorize any changes to the previously authorized wetland and surface water impacts or mitigation.

Wetlands are not located within the additional project area for this ERP modification; however, there are 0.21 acre of other surface water features, consisting of 0.21 acre of upland cut ditches (FLUCCS 510), located within the project area. Permanent filling impacts to 0.21 acre of the project surface waters will occur for construction of roadways and homesites.

Mitigation Information

Mitigation Comments:

Wetland mitigation is not required for permanent filling impacts to the upland cut ditches pursuant to Subsection 10.2.2.2 of the Applicants Handbook Volume I (A.H.V.I.) for Environmental Resource Permit Applications. Under this Subsection, wetland mitigation is not required for impacts to drainage ditches that were constructed in uplands and do not provide significant habitat for threatened or endangered species and were not constructed to divert natural stream flow.

Specific Conditions

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
4. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
 - a. homeowners, property owners, master association or condominium association articles of incorporation, and
 - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
5. The following language shall be included as part of the deed restrictions for each lot:

"Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
6. The removal of littoral shelf vegetation (including cattails) from wet detention ponds is prohibited unless otherwise approved by the District. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the wet detention ponds shall be addressed to the District's Engineering Manager at the Tampa Service Office.
7. (a.) This Permit Modification No. 43030334.006 amends the previously issued Permit No. 44030334.000, deletes Specific Conditions 21 and 22 and adds conditions. All other original permit conditions remain in effect.
(b.) This Permit Modification No. 43030334.006 amends the previously issued Permit No. 44030334.005, and all conditions are replaced by the conditions herein.
8. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.
9. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by

the District within 30 days of discovery.

10. The Permitted Plan Set for this project includes the set received by the District on November 19, 2015.
11. The operation and maintenance entity shall provide for the inspection of the permitted project after conversion of the permit to the operation and maintenance phase. For systems utilizing retention or wet detention, the inspections shall be performed five (5) years after operation is authorized and every five (5) years thereafter.

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

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

12. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
13. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
14. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
15. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
 - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
 - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
 - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction
16. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
17. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation of site infrastructure located within the area served by that portion or phase of the system. Each

phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of that phase or portion of the system to a local government or other responsible entity.

18. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
19. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.

GENERAL CONDITIONS

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

David Kramer, P.E.

Authorized Signature

EXHIBIT A

GENERAL CONDITIONS:

1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.

- a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
- b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
- c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
- d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505>), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. If available, an Agency website that fulfills this notification requirement may be used in lieu of the form.
- e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
- f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
 1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
 2. For all other activities - "As-Built Certification and Request for Conversion to Operational Phase" [Form 62-330.310(1)].
 3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
- g. If the final operation and maintenance entity is a third party:
 1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as- built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.3 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction

- needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity" [Form 62-330.310(2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
 - i. This permit does not:
 1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
 2. Convey to the permittee or create in the permittee any interest in real property;
 3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
 4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
 - j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
 - k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
 - l. The permittee shall notify the Agency in writing:
 1. Immediately if any previously submitted information is discovered to be inaccurate; and
 2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
 - m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
 - n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, work involving subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification

shall be provided in accordance with Section 872.05, F.S. (2012).

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

SOUTHWEST FLORIDA
WATER MANAGEMENT DISTRICT

**NOTICE OF
AUTHORIZATION
TO COMMENCE CONSTRUCTION**

Sawgrass Subdivision

PROJECT NAME

Residential

PROJECT TYPE

SARASOTA

COUNTY

S25/T36S/R18E, S24/T36S/R18E

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

JW4 Capital LLC

PERMITTEE

APPLICATION ID/PERMIT NO: 706219 / 43030334.006

DATE ISSUED: December 29, 2015



David Kramer, P.E.

Issuing Authority

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

Notice of Rights

ADMINISTRATIVE HEARING

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

JUDICIAL REVIEW

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

This instrument prepared by:
Amber Curtis Widrick, Esq.
Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida 33431



**SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
OF GARDEN VILLAGE**

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GARDEN VILLAGE (the "**Supplemental Declaration**") is made this 1st day of April 2019, by D.R. HORTON, INC., a Delaware corporation (the "**Declarant**").

WITNESSETH;

WHEREAS, Declarant caused that certain Declaration of Covenants, Conditions and Restrictions of Garden Village, recorded on May 16, 2018 in Instrument Number 2018064744, of the Public Records of Sarasota County, Florida (together, the "**Declaration**"); and

WHEREAS, pursuant to Article II, Section 3(a) of the Declaration, the Declarant may unilaterally annex in real property and subject it to the terms and conditions of the Declaration without the consent of the any other party by filing of record a Supplemental Declaration; and

WHEREAS, the Declarant, desires to add the real property described on Exhibit "A" attached hereto and made a part hereof (the "Annexed Property") to the terms and conditions of the Declaration in accordance therewith; and

WHEREAS, the Declarant is the Owner of the Annexed Property;

NOW, THEREFORE, Declarant declares that the Annexed Property is hereby made subject to the operation and effect of the Declaration, pursuant to Article II Section 3(a) thereof, and that the Annexed Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, obligations, charges and liens set forth in the Declaration, as heretofore, hereby and hereafter amended.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed in its name by its officers thereunto duly authorized this 1st day of April, 2019.

Witnesses:

[Signature]
Print Name: Brian M. Mihelich

[Signature]
Print Name: Zain Husain

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

By: [Signature]
Darren Saltzberg
Vice President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of April, 2019, by Darren Saltzberg, as Division President of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



[Signature]
(Signature of Notary Public)

Brian M. Mihelich
(Typed name of Notary Public)
Notary Public, State of Florida
Commission No. 66 015713
My commission expires: 07/26/2020

EXHIBIT "A"

ANNEXED PROPERTY

PHASE 2

A PARCEL OF LAND LYING IN SECTION 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 48, PALMER FARMS, FIRST UNIT AS RECORDED IN PLAT BOOK 2, PAGE 216 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.89°31'03"W., ALONG THE NORTHERLY LINE OF HIGHLAND CREST SUBDIVISION, AS RECORDED IN PLAT BOOK 2, PAGE 39 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, A DISTANCE OF 443.64 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°31'03"W., ALONG SAID NORTH LINE OF HIGHLAND CREST SUBDIVISION, A DISTANCE OF 573.80 FEET; THENCE N00°03'25"E, A DISTANCE OF 325.63 FEET TO THE SOUTHWEST CORNER OF TRACT 202 OF GARDEN VILLAGE, PHASE 1, A SUBDIVISION, AS RECORDED IN PLAT BOOK 52, PAGES 104 THROUGH 110 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID GARDEN VILLAGE, PHASE 1, THE FOLLOWING 9 CALLS; 1) S.89°34'00"E., A DISTANCE OF 140.30 FEET; 2) S.66°16'28"E., A DISTANCE OF 50.40 FEET 3) TO A POINT ON A NON-TANGENTIAL CURVE WHOSE RADIUS POINT BEARS S.11°47'52"E., A DISTANCE OF 63.00 FEET; A DELTA ANGLE OF 11°59'19", A CHORD BEARING OF N84°11'47"E, A CHORD DISTANCE OF 13.16 FEET; THENCE ALONG THE ARC OF SAID CURVE 13.18 FEET; 4) THENCE S.89°34'00"E., A DISTANCE OF 188.64 FEET; 5) THENCE N00°25'59"E, A DISTANCE OF 110.00 FEET; 6) THENCE S.89°34'00"E., A DISTANCE OF 210.00 FEET; 7) THENCE S.00°00'51"E., A DISTANCE OF 110.00 FEET; 8) THENCE S.21°35'45"W., A DISTANCE OF 64.34 FEET; 9) THENCE S.00°26'00"W., A DISTANCE OF 247.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 203,505 SQUARE FEET OR 4.67 ACRES, MORE OR LESS.

To be platted as the Plat of Garden Village Phase 2, in the Official Records of Sarasota County

This instrument prepared by:
Amber Curtis Widrick, Esq.
Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida 33431



**SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
OF GARDEN VILLAGE**

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GARDEN VILLAGE (the "**Supplemental Declaration**") is made this 1st day of April 2019, by D.R. HORTON, INC., a Delaware corporation (the "**Declarant**").

WITNESSETH;

WHEREAS, Declarant caused that certain Declaration of Covenants, Conditions and Restrictions of Garden Village, recorded on May 16, 2018 in Instrument Number 2018064744, of the Public Records of Sarasota County, Florida (together, the "**Declaration**"); and

WHEREAS, pursuant to Article II, Section 3(a) of the Declaration, the Declarant may unilaterally annex in real property and subject it to the terms and conditions of the Declaration without the consent of the any other party by filing of record a Supplemental Declaration; and

WHEREAS, the Declarant, desires to add the real property described on Exhibit "A" attached hereto and made a part hereof (the "Annexed Property") to the terms and conditions of the Declaration in accordance therewith; and

WHEREAS, the Declarant is the Owner of the Annexed Property;

NOW, THEREFORE, Declarant declares that the Annexed Property is hereby made subject to the operation and effect of the Declaration, pursuant to Article II Section 3(a) thereof, and that the Annexed Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, obligations, charges and liens set forth in the Declaration, as heretofore, hereby and hereafter amended.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed in its name by its officers thereunto duly authorized this 1st day of April, 2019.

Witnesses:

[Signature]

Print Name: Brian M. Mihelich

[Signature]

Print Name: Zain Husain

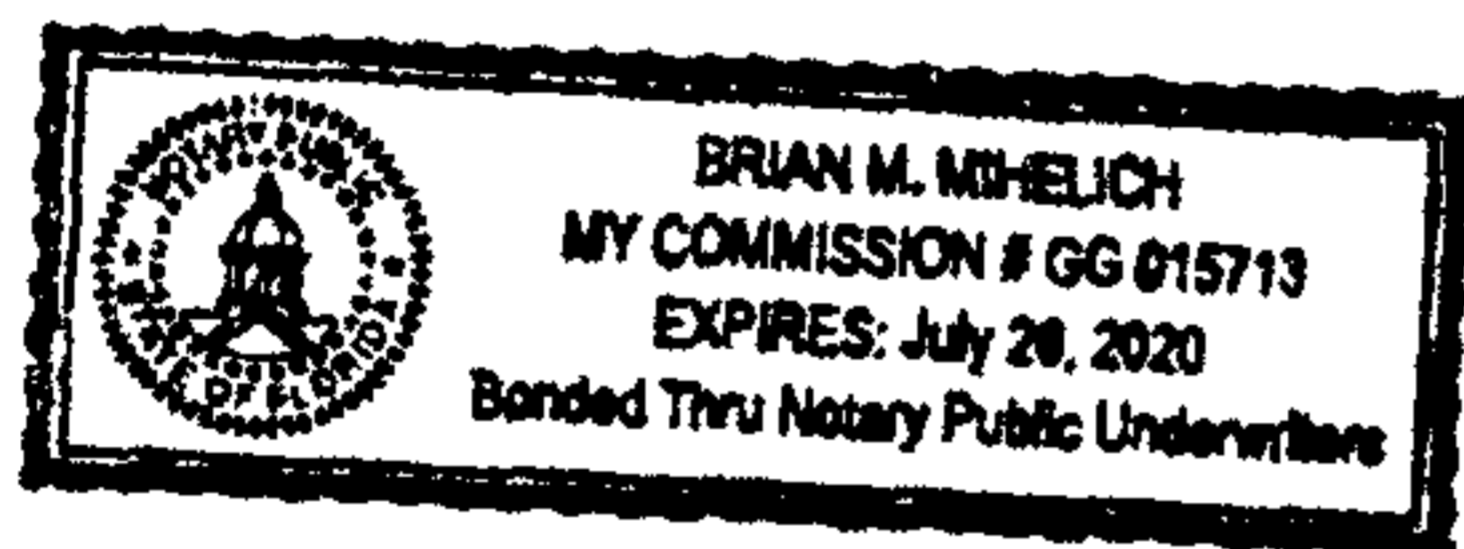
D.R. HORTON, INC., a Delaware corporation

By: [Signature]

Darren Saltzberg
Division President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of April, 2019, by Darren Saltzberg, as Division President of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



[Signature]
(Signature of Notary Public)

Brian M. Mihelich
(Typed name of Notary Public)

Notary Public, State of Florida

Commission No. GG 015713

My commission expires: 07/28/2020

EXHIBIT "A"
ANNEXED PROPERTY

PHASE 3A

A PARCEL OF LAND LYING IN SECTIONS 24 & 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 48, PALMER FARMS, FIRST UNIT AS RECORDED IN PLAT BOOK 2, PAGE 216 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°00'51"W., ALONG THE EASTERLY LINE OF SAID LOT 48, A DISTANCE OF 688.91 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING ON THE NORTH BOUNDARY LINE OF TRACT 106 OF GARDEN VILLAGE, PHASE 1, A SUBDIVISION AS RECORDED IN PLAT BOOK 52, PAGES 104 THROUGH 110 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY OF SAID GARDEN VILLAGE SUBDIVISION, THE FOLLOWING 14 CALLS; 1) THENCE N.89°23'45"W., A DISTANCE OF 10.00 FEET; 2) THENCE S.00°00'51"E., A DISTANCE OF 98.49 FEET; 3) THENCE S.89°59'09"W., A DISTANCE OF 238.00 FEET; 4) THENCE N.00°00'51"W., A DISTANCE OF 97.00 FEET TO THE 5) POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 13.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N.44°59'09"E. AND A CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; 6) THENCE N.00°00'51"W., A DISTANCE OF 50.00 FEET TO THE 7) POINT OF CURVATURE OF A CURVE TO THE RIGHT, WHOSE RADIUS BEARS N.00°00'51"W., A DISTANCE OF 13.00 FEET, HAVING A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N.45°00'51"W. AND A CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; 8) THENCE N.00°00'51"W., A DISTANCE OF 194.00 FEET TO THE 9) POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 13.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N.44°59'09"E. AND A CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; 10) THENCE N.00°00'51"W., A DISTANCE OF 50.00 FEET TO THE 11) POINT OF CURVATURE OF A CURVE TO THE RIGHT, WHOSE RADIUS BEARS N.00°00'51"W., A DISTANCE OF 13.00 FEET, HAVING A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N.45°00'51"W., AND A CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; 12) THENCE N.00°00'51"W., A DISTANCE OF 81.22 FEET TO THE 13) POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 63.00 FEET, A DELTA ANGLE OF 14°30'20", A CHORD BEARING OF N.07°16'01"W., AND A CHORD DISTANCE OF 15.91 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 15.95 FEET TO THE END OF SAID CURVE; 14) THENCE N.89°59'09"E., ALONG A NON-RADIAL LINE, A DISTANCE OF 250.01 FEET TO THE WEST LINE OF SAWGRASS INDUSTRIAL PARK, AS RECORDED IN PLAT BOOK 21, PAGES 18 AND 18A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.00°00'51"E., ALONG SAID WEST LINE, A DISTANCE OF 441.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 131501 SQUARE FEET OR 3.02 ACRES, MORE OR LESS

To be platted as the Plat of Garden Village Phase 3A, in the Official Records of Sarasota County

This instrument prepared by:
Amber Curtis Widrick, Esq.
Nelson Mullins Broad and Cassel
1905 NW Corporate Blvd., Suite 310
Boca Raton, Florida 33431



**SUPPLEMENTAL DECLARATION
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,
OF GARDEN VILLAGE**

THIS SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF GARDEN VILLAGE (the "**Supplemental Declaration**") is made this 1st day of April 2019, by D.R. HORTON, INC., a Delaware corporation (the "**Declarant**").

WITNESSETH;

WHEREAS, Declarant caused that certain Declaration of Covenants, Conditions and Restrictions of Garden Village, recorded on May 16, 2018 in Instrument Number 2018064744, of the Public Records of Sarasota County, Florida (together, the "**Declaration**"); and

WHEREAS, pursuant to Article II, Section 3(a) of the Declaration, the Declarant may unilaterally annex in real property and subject it to the terms and conditions of the Declaration without the consent of the any other party by filing of record a Supplemental Declaration; and

WHEREAS, the Declarant, desires to add the real property described on Exhibit "A" attached hereto and made a part hereof (the "Annexed Property") to the terms and conditions of the Declaration in accordance therewith; and

WHEREAS, the Declarant is the Owner of the Annexed Property;

NOW, THEREFORE, Declarant declares that the Annexed Property is hereby made subject to the operation and effect of the Declaration, pursuant to Article II Section 3(a) thereof, and that the Annexed Property is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, obligations, charges and liens set forth in the Declaration, as heretofore, hereby and hereafter amended.

IN WITNESS WHEREOF, the Declarant has caused this Supplemental Declaration to be executed in its name by its officers thereunto duly authorized this 1st day of April, 2019.

Witnesses:

Brian M. Michelich
Print Name: Brian M. Michelich

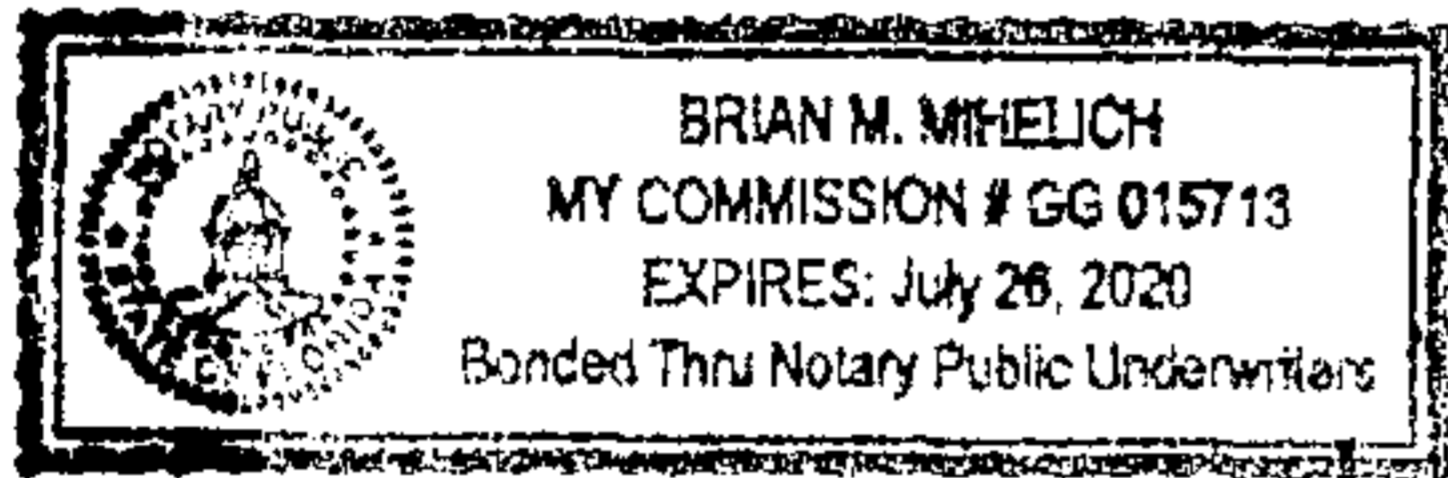
Zain Husain
Print Name: Zain Husain

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

By: [Signature]
Darren Saltzberg
Division President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 1st day of April, 2019, by Darren Saltzberg, as Division President of D.R. Horton, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.



[Signature]
(Signature of Notary Public)

Brian M. Michelich
(Typed name of Notary Public)

Notary Public, State of Florida
Commission No. GG 015713
My commission expires: 07/26/2020

EXHIBIT "A"

ANNEXED PROPERTY

PHASE 3B

A PARCEL OF LAND LYING IN SECTIONS 24 & 25, TOWNSHIP 36 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF LOT 48, PALMER FARMS, FIRST UNIT AS RECORDED IN PLAT BOOK 2, PAGE 216 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°00'51"W., ALONG THE EASTERLY LINE OF SAID LOT 48, A DISTANCE OF 1290.99 FEET TO THE NORTHEAST CORNER OF TRACT 107 OF GARDEN VILLAGE, PHASE 1, AS RECORDED IN PLAT BOOK 52, PAGES 104 THROUGH 110 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF SAWGRASS ROAD; THENCE N.89°24'58"W., ALONG THE NORTH LINE OF SAID TRACT 107 AND THE SOUTHERLY RIGHT OF WAY OF SAWGRASS ROAD,, A DISTANCE OF 769.84 FEET TO THE POINT OF BEGINNING; SAID POINT ALSO BEING THE NORTHWEST CORNER OF TRACT 108 OF SAID GARDEN VILLAGE, PHASE 1; THENCE ALONG THE BOUNDARY OF SAID GARDEN VILLAGE, PHASE 1, THE FOLLOWING 36 CALLS; 1) THENCE S00°00'04"E., A DISTANCE OF 119.35 FEET; 2) THENCE S.49°25'33"W., A DISTANCE OF 21.48 FEET TO 3) THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 51.00 FEET, A DELTA ANGLE OF 208°51'12", A CHORD BEARING OF S.63°51'09"W., AND A CHORD DISTANCE OF 98.78 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 185.90 FEET TO THE 4) POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 13.00 FEET, HAVING A DELTA ANGLE OF 78°16'49", A CHORD BEARING OF N.50°51'40"W., A CHORD DISTANCE OF 16.41 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 17.76 FEET TO THE END OF SAID CURVE; 5) THENCE S.89°59'54"W., A DISTANCE OF 7.55 FEET; 6) THENCE S.00°00'04"W., A DISTANCE OF 115.00 FEET; 7) THENCE N.89°59'56"E., A DISTANCE OF 202.14 FEET; 8) N.00°00'51"W., A DISTANCE OF 59.24 FEET; 9) THENCE N89°59'09"E., A DISTANCE OF 110.00 FEET; 10) THENCE N.00°00'51"W., A DISTANCE OF 17.99 FEET TO THE 11) POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 63.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N.44°59'09"E., AND A CHORD DISTANCE OF 89.10 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 98.96 FEET TO THE END OF SAID CURVE; 12) THENCE N.89°59'09"E., A DISTANCE OF 209.00 FEET; 13) THENCE S.11°17'45"W., ALONG A NON RADIAL LINE, A DISTANCE OF 50.99 FEET TO A POINT 14) ON A CURVE, WHOSE RADIUS BEARS S.00°00'51"E., A DISTANCE OF 13.00 FEET, HAVING A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S.45°00'51"E., AND A CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; 15) THENCE S.00°00'51"E., A DISTANCE OF 186.89 FEET TO THE 16) POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 13.00 FEET, A DELTA ANGLE OF 90°36'29", A CHORD BEARING OF S.45°17'23"W., AND A CHORD DISTANCE OF 18.48 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.56 FEET TO THE END OF SAID CURVE; 17) THENCE S.00°16'39"E., A DISTANCE OF 60.01 FEET TO A POINT 18) ON A CURVE TO THE RIGHT, WHOSE RADIUS BEARS S.00°35'38"W., A DISTANCE OF 13.00 FEET,

HAVING A DELTA ANGLE OF 89°23'31", A CHORD BEARING OF S.44°42'37"E., AND A CHORD DISTANCE OF 18.29 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.28 FEET TO THE END OF SAID CURVE; 19) THENCE S.00°00'51"E., A DISTANCE OF 83.66 FEET TO A 20) POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 13.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S.44°59'09"W., AND A CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; 21) THENCE S.00°00'51"E., A DISTANCE OF 50.00 FEET TO A 22) POINT ON A CURVE, WHOSE RADIUS BEARS S.00°00'51"E., A DISTANCE OF 13.00 FEET, HAVING A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF S.45°00'51"E., AND A CHORD DISTANCE OF 18.38 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 20.42 FEET TO THE END OF SAID CURVE; 23) THENCE S.00°00'51"E., A DISTANCE OF 97.00 FEET; 24) THENCE S.89°59'09"W., A DISTANCE OF 126.00 FEET; 25) THENCE S.00°00'51"E., A DISTANCE OF 33.62 FEET TO A POINT 26) ON A CURVE, WHOSE RADIUS BEARS S.03°50'12"E., A DISTANCE OF 15.00 FEET, HAVING A DELTA ANGLE OF 21°11'33", A CHORD BEARING OF S.75°34'01"W., AND A CHORD DISTANCE OF 5.52 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 5.55 FEET TO A POINT 27) OF A NON TANGENT REVERSE CURVE OF A CURVE TO THE RIGHT, WHOSE RADIUS BEARS N.25°18'07"W., A DISTANCE OF 158.21 FEET; HAVING A DELTA ANGLE OF 44°53'26", A CHORD BEARING OF S.87°08'37"W., AND A CHORD DISTANCE OF 120.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 123.96 FEET TO THE END OF SAID CURVE; 28) THENCE N.00°00'51"W., A DISTANCE OF 110.01 FEET; 29) THENCE N.27°06'57"E., ALONG A NON RADIAL LINE, A DISTANCE OF 18.33 FEET TO A POINT 30) ON A CURVE TO THE RIGHT, WHOSE RADIUS BEARS N.61°04'23"E., A DISTANCE OF 51.00 FEET, HAVING A DELTA ANGLE OF 56°40'20", A CHORD BEARING OF N00°35'27"W., AND A CHORD DISTANCE OF 48.41 FEET; THENCE ALONG THE ARC OF SAID CURVE, A DISTANCE OF 50.45 FEET TO THE END OF SAID CURVE; 31) THENCE N.17°21'12"W., A DISTANCE OF 29.80 FEET; 32) THENCE N.00°00'51"W., A DISTANCE OF 110.01 FEET; 33) THENCE N.89°24'22"W., A DISTANCE OF 456.80 FEET; 34) THENCE S.00°35'38"W., A DISTANCE OF 110.00 FEET; 35) THENCE N.89°24'22"W., A DISTANCE OF 294.00 FEET; 36) THENCE S00°00'05"W., A DISTANCE OF 77.83 FEET; THENCE N.89°37'08"W., A DISTANCE OF 42.44 FEET TO A POINT ON THE WESTERLY LINE OF LOT 45, PALMER FARMS FIRST UNIT, RECORDED IN PLAT BOOK 2, PAGE 216, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°00'16"W., ALONG SAID WESTERLY LINE OF LOT 45, A DISTANCE OF 647.31 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SAWGRASS ROAD; SAID POINT ALSO BEING THE NORTHEAST CORNER OF GREEN ACRES SUBDIVISION, RECORDED IN PLAT BOOK 7, PAGES 68 AND 68A OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE S.89°24'58"E., ALONG SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 585.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 497,916 SQUARE FEET OR 11.43 ACRES, MORE OR LESS.

To be platted as the Plat of Garden Village Phase 3B, in the Official Records of Sarasota County