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**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS  
OF  
RESERVE AT SAWGRASS**

**PREPARED BY AND RETURN TO:**

James Mancuso, Esquire  
James Mancuso, P.A.  
1025 Greenwood Blvd., Ste. 222  
Lake Mary, FL 32746

**NOTICE: PURSUANT TO SECTION 8.5, UPON THE SALE OR RESALE OF A LOT,  
A CAPITAL CONTRIBUTION IS REQUIRED TO BE PAID.**

DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS OF RESERVE AT SAWGRASS

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EXHIBIT B.....Articles of Incorporation

EXHIBIT C.....Bylaws

EXHIBIT D.....Legal Description of Additional Property

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EXHIBIT F .....Legal Description of the Yates property

EXHIBIT G.....ARC Guidelines

## DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RESERVE AT SAWGRASS

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF RESERVE AT SAWGRASS is made and entered into this 2nd day of October 2013, by Beazer Homes Corp., a Tennessee corporation ("Developer").

### RECITALS:

A. Developer is the owner of certain real property located in Orange County, Florida, described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Developer intends to develop the Property into a community to be known as Reserve at Sawgrass (the "Community").

C. The Property shall be held, sold, conveyed, leased, mortgaged, and otherwise dealt with subject to the easements, covenants, conditions, restrictions, reservations, liens, and charges set forth in this Declaration.

**NOW, THEREFORE,** Developer hereby declares that all of the Property shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of, and which shall run with the Property and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

### **1.**

#### **PLAN OF DEVELOPMENT; DEFINITIONS**

The Developer intends to develop the Property as a residential development which will contain a variety of residential housing, recreational and social amenities, and related infrastructure. The Community will be developed in phases. When completed, the Community is anticipated contain approximately 481 homes; provided, however, the Developer makes no representation or warranty regarding the timing of, or guarantees additions to the Property, or the number of homes which will ultimately be subjected to this Declaration. The Property, as supplemented and amended from time to time, is subject to this Declaration. In addition, the Community may be grouped into a series of Neighborhoods comprising one or more types of homes in which owners may have common interests not common to all owners, such as a common theme, entry features, Neighborhood common areas or amenities not available for use by all owners.

The terms used in the "Governing Documents" (as defined hereinafter), and in particular, this Declaration, shall have the definitions set forth in Chapter 720, Florida Statutes (2013, unless otherwise defined below, it being the intent hereof that future amendments to Chapter 720, Florida

Statutes not be retroactively applied to impair substantive rights of the Developer as set forth herein) ("Act").

i. "ARC" means the architectural review committee of the Association, as established in Article IX hereof.

ii. "ARC Guidelines" means and refers to the architectural, design and construction standards and review procedures, adopted pursuant to Article IX, as they may be amended from time to time. A copy of the initial ARC Guidelines for the Community is contained in Exhibit G attached hereto and made a part hereof. Any amendments or modifications to the original ARC Guidelines need not be recorded in the public records of the County. Wherever in this Declaration the approval of the ARC is required, it shall be in accordance with the ARC Guidelines, to the extent the ARC Guidelines contain guiding provisions.

iii. "Additional Property" shall mean that certain real property described on Exhibit D attached hereto and by this reference made a part hereof, which Developer may, but is not obligated to, improve and, by annexation, subject to this Declaration.

iv. "Assessments" shall mean assessments or charges levied against all Lots to fund Common Expenses in accordance with this Declaration.

v. "Articles" shall mean the articles of incorporation of the Association which have been filed in the office of the Secretary of the State of Florida, as same may be amended from time to time, a copy of which is attached hereto as Exhibit B.

vi. "Association" shall mean Reserve at Sawgrass Homeowners Association, Inc., a Florida corporation not-for-profit, its successors and assigns.

vii. "Board" shall mean the board of directors of the Association.

viii. "Builder" shall mean an Owner other than the Developer who (a) holds title to a Lot prior to, during and until completion of construction of a Residence thereon (as evidenced by issuance of a certificate of occupancy) and then sells such Residence to an initial third party Owner, (b) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (c) is approved by the Developer in writing as a Builder.

ix. "Bylaws" shall mean the bylaws of the Association, as same may be amended from time to time, a copy of which is attached hereto as Exhibit C.

x. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association or easement areas in favor of the Association, for the common use and enjoyment of the Owners. The Common Area includes the Conservation Areas (as hereinafter defined) and the Surface Water Management System (as hereinafter defined), excluding Lots.



xi. “Common Expenses” shall mean the actual and estimated expenses incurred by the Association for the operation, maintenance, monitoring and repair of the Common Area (and all improvements thereon), the Surface Water Management System, wetland mitigation areas, and the Common Maintenance Area, or for the general benefit of all Owners, including, if so determined by the Board, any reasonable reserves, all as may be found to be necessary or appropriate by the Board pursuant to the Governing Documents.

xii. “Common Maintenance Area” shall mean all real property from time to time designated by Developer or the Board as a maintenance responsibility of the Association for the common use and enjoyment of the Owners, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon.

xiii. “Conservation Area(s)” shall mean all conservation areas and/or conservation easement areas, if any, designated by Developer or its successors and assigns upon the Plats (as hereinafter defined), or in any easements, dedications, or restrictions made or imposed pursuant to conservation ordinances, laws, rules, or regulations of governmental authorities.

xiv. “County” shall mean and be defined as Orange County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

xv. “Developer” shall mean Beazer Homes Corp., a Tennessee corporation, and its successors and assigns. Developer may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Developer and may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Pursuant to the provisions of Article IV, Section 4.10, “Yates” or “Yates Developer” as defined below, may become the Developer or a co-Developer with regard to the Yates Annexed Property, as defined herein.

xvi. “Declaration” shall mean this Declaration of Covenants, Conditions and Restrictions of Reserve at Sawgrass.

xvii. “District” shall mean the South Florida Water Management District.

xviii. “Governing Documents” shall mean and collectively refer to this Declaration, the Articles and Bylaws.

xix. “Institutional Lender” shall mean a bank, savings and loan association, insurance company, Federal National Mortgage Association or other lender generally recognized as an institution type lender, which holds a mortgage on one or more of the Lots.

xx. “Lot” shall mean any plot of land intended for use as a site for a Residence and which is shown as a lot upon the Plat(s).

xxi. "Member" shall mean every person or entity who is an Owner and in being such the Owners comprise the membership of the Association.

xxii. "Mortgage" means and refers to a mortgage, a deed of trust, a deed to secure debt, or any other form of security deed held by a Mortgagee.

xxiii. "Mortgagee" means and refers to a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, qualified pension, profit sharing, IRA accounts or trusts, or lender generally recognized in the community as an institutional lender.

xxiv. "Mortgagor" means and refers to any Person who grants a Mortgage.

xxv. "Neighborhood"  
means and refers to a particular area located within the Community which is designated by the Developer as a Neighborhood by Neighborhood governing documents or by supplemental declaration. By way of illustration and not of limitation, a condominium, villa development, zero lot line or single-family detached housing development may each constitute a separate Neighborhood.

xxvi. "Owner" shall mean the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property. A Builder who holds title to a Residence or a Lot during any period of construction shall be considered to be an Owner, unless otherwise specifically provided herein to the contrary.

xxvii. "Permit" shall mean and refer to Permit No. 48-01434-P-04 issued by the District, a copy of which is attached hereto as **Exhibit E**.

xxviii. "Person" shall mean an individual, corporation, governmental agency, estate, trust, partnership, association, sole proprietorship, joint venture, two or more persons having a joint or common interest, or any other legal entity.

xxix. "Plat" shall mean the plat or plats subdividing the Property, as recorded from time to time in the public records of the County.

xxx. "Property" shall mean the real property described in **Exhibit A** attached hereto, and, when added in accordance with the terms and conditions hereof, shall also include such real property as is in the future subjected to this Declaration.

xxxi. "Residence" shall mean any residential dwelling unit constructed or to be constructed on or within any Lot together with any appurtenant improvements.

xxxii. "Street(s)" shall mean the right(s)-of-way and all streets, roads, drives, courts, ways and cul-de-sacs within the Property as the same are described in and depicted on the Plats, together with all paving, curbing, gutters, sidewalks and other improvements, facilities and appurtenances from time to time located therein, including street lights and utility lines; but,

specifically excluding, however, such utility lines, facilities and appurtenances as are located within such right(s)-of-way as may be owned by private or public utility companies or governmental agencies from time to time providing utility services to the Property.

xxxiii. “Surface Water Management System” shall mean the surface water management and drainage system for the Property which is designed, constructed, implemented and operated to collect, store, retain, detain, inhibit, absorb, treat, convey, drain, use or reuse water to prevent or reduce flooding, overdrainage, water pollution, or other environmental degradation or otherwise affect the quality, quantity and/or rate of flow of surface stormwater drainage on and discharges from the Property in accordance with and pursuant to the Permit and as reflected on the construction plans approved by the County, and includes all land, easements, 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, improvements, facilities, and appurtenances which together constitute and comprise the surface water management and drainage system for the Property. The Surface Water Management System facilities shall be located on land that is designated Common Area on the Plat or located on other land that is owned by the Association or land that is subject to an easement in favor of the Association and its successors.

xxxiv. “Turnover” shall mean that date following conversion of Class B Membership to Class A Membership upon which Developer transfers majority control of the Board as provided in this Declaration.

xxxv. “Water Areas” shall mean any lakes, ponds, stormwater retention and detention areas, and other water areas within the Property, if any.

xxxvi. “Yates”  
shall mean and refer to The Estate of Eloise Yates and also to the Yates Developer, if applicable.

xxxvii. “Yates Declaration”  
shall mean and refer to that certain Declaration of Covenants, Conditions, and Restrictions between Wetherbee Ventures, LLC and Yates recorded in Official Records Book 7698, Page 82, of the public records of Orange County, Florida, as the same shall be amended.

xxxviii. “Yates Developer”  
shall mean and refer to the person or entity to which Yates assigns its rights and interests under this Declaration, if any.

## 2.

### **PROPERTY RIGHTS**

i. Owners’ Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of every Lot, subject to the right of the Association, pursuant to Florida Statute 720.305, to suspend the right to use Common Area facilities for a reasonable period of time for the

failure of the Owner or its occupant, licensee or invitee to comply with the terms of this Declaration.

ii. Delegation of Use. Any Owner may delegate, in accordance with the Governing Documents, such Owner's right or enjoyment to the Common Area and facilities to family members or tenants who reside on such Owner's Lot, but not otherwise.

iii. Utility Easements. There are hereby created, declared, granted to and reserved for the benefit of Developer, the County, the Association, all Owners, all Lots, and all public or private providers of utility services to the Property and their respective successors and assigns a non-exclusive perpetual easement for utility purposes over, under, upon and within the Property for the purposes of constructing, installing, inspecting, operating, maintaining, repairing, and replacing, from time to time, any and all utility and service lines, mains, systems, meters, equipment, and facilities from time to time located therein or thereon. The utilities contemplated to be served by such utility easements may include, without limitation, those providing reuse and potable water, sewer, drainage, irrigation systems, telephone, security systems, electricity, gas, cable television or other communication lines and services; provided, the exercise of this easement shall not unreasonably interfere with the use of any Residence located upon the Property.

iv. Emergency Drainage Easement. There is hereby created, declared and granted to and for the benefit of the County and District, a non-exclusive perpetual easement over, under, upon and within the Streets and all drainage easements and drainage easement areas comprising and appurtenant to the Surface Water Management System for the purpose of undertaking emergency maintenance and repairs to the Surface Water Management System in the event that inadequate maintenance or repair of the Surface Water Management System by the Association shall create a hazard to the public health, safety or general welfare. To the extent that the County and/or District shall, in fact, undertake any such emergency maintenance and repairs to the Surface Water Management System because of the inadequate maintenance and repair thereof by the Association, the County and/or District as the case may be, shall have a lien upon the Common Area comprising the Surface Water Management System as security for the payment by the Association of those costs and expenses reasonably so incurred by the County and/or the District in connection therewith. It is expressly provided, however, that the creation, declaration, grant and reservation of such Emergency Drainage Easement shall not be deemed to impose upon the County and/or District any obligation, burden, responsibility or liability to enter upon the Property or any portion thereof to take any action to maintain or to repair the Surface Water Management System or any portion or portions thereof for any reason or reasons whatsoever.

v. Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair the Surface Water Management System. By this easement, the Association shall have the right to enter upon any portion of any Lot which is a part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the Permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water

Management System. No Person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the District.

vi. Swale Maintenance. Developer may construct a drainage swale upon the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such Lot(s) from time to time. Each Owner, including builders, shall be responsible for the maintenance, operation and repair of the swales on their Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by District or the County, as applicable. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swales shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner of the Lot upon which the drainage swale is located. In the event that an Owner does not adequately maintain such drainage swales located on their Lot, the Association will perform any necessary maintenance of such swales and charge the Owner for the associated maintenance expenses as a Specific Assessment.

vii. Construction and Sales Easement. There is hereby created, declared, granted and reserved for the benefit of Developer and its affiliates, together with the right to grant, assign, and transfer the same to their respective sales agents and/or sales representatives as well as to builders or building contractors approved by Developer for the construction of residences within the Property, an easement for construction activities upon Lots and an easement for sales, marketing and promotional activities, including the installation and maintenance of signs on Lots and for the construction and maintenance on Lots from time to time of a sales and administrative center in which and from which Developer and its affiliates and their respective authorized sales agents and sales representatives and approved builders and building contractors may engage in marketing, sales and promotional activities and related or supportive administrative activities of a commercial nature. The Developer may extend certain of the reserved easement rights contained in this Section to any Builder pursuant to the terms and conditions of a written agreement.

viii. Public Easements. Fire, police, health and sanitation, and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Property for the purpose of providing public services to the Owners.

ix. Association's Access Easement. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Property for the purpose of fully and faithfully discharging the duties of the Association. Non-exclusive easements are hereby granted in favor of the Association throughout the Property as may reasonably be necessary for the Association to perform its services required and authorized hereunder, so long as none shall unreasonably interfere with the use of any Lot. Furthermore, a non-exclusive easement is hereby created over all utility easements and drainage easements located on any Lot, whether now existing or hereafter created, including, but not limited to, all utility easements and drainage easements contained on the Plat, which easement is in favor of

the Association, including its agents and designees, in perpetuity, to utilize for all proper purposes of the Association, as determined by the Board.

x. Access. Developer reserves unto itself, including its designees from time to time, and hereby grants to the Association and all Owners, including their respective tenants, guests and invitees, perpetual, non-exclusive easements of ingress and egress over and across those portions of the Common Area lying adjacent to and between the boundary line(s) of their Lot(s) to and from dedicated rights of way.

xi. Future Easements. There is hereby reserved to Developer and its successors and assigns, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the County or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole and absolute discretion of Developer, for the future orderly development of the Property in accordance with the objectives and purposes set forth in this Declaration. In addition, Developer reserves the right to terminate, relocate or modify any existing easements as permitted by an applicable governmental authority. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon the Lots pursuant to the provisions of this Section if any such easement shall unreasonably interfere with the presently contemplated or future use and development of a particular Lot as a residential home site. The easements contemplated by this Section may include, without limitation, such easements as may be required for utility, drainage, road right-of-way, conservation, or other purposes reasonably related to the orderly development of the Property in accordance with the objectives and purposes specified in this Declaration or required by a governmental authority. Such further or additional easements may be hereafter created, granted, or reserved by Developer without the necessity for the consent or joinder of the owner of the particular portion of the Property over which any such further or additional easement is granted or required.

xii. Survival. Any and all easements, licenses, or other rights granted or reserved pursuant to this Article shall survive any termination of this Declaration.

### 3.

#### **MEMBERSHIP AND VOTING RIGHTS**

i. Membership Appurtenant. Every Owner of a Lot shall be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment.

ii. Voting Rights. The Association shall have two classes of voting membership:

- a. Class A. The "Class A Members" shall be all Owners, with the exception of Developer, and shall be entitled to one (1) 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 by a majority of all such Members as they determine, but in no event shall more than one (1) vote be cast with respect to such a Lot.

- b. Class B. The "Class B Member" shall be Developer. The Class B Member shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote; provided, however, that the Class B membership shall cease and convert to Class A membership on the happening of any of the following events, whichever shall first occur:

- (1) Three (3) months after ninety percent (90%) of the Lots that will ultimately be operated by the Association have been conveyed to Class A Members; or
- (2) Developer, in its sole and absolute discretion, elects to terminate its Class B membership by written notice of such election delivered to the Association (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Notwithstanding that there shall be two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the membership as a whole; not on votes cast by or within each class of voting membership.

iii. Turnover of Control of Association. Within ninety (90) days following the cessation and termination of Class B membership in the Association as hereinabove provided, Developer shall deliver to the Class A Members, at Developer's expense, those documents and other materials described in Section 720.307(4), Florida Statutes, and relinquish control and turnover the management and operation of the Association to the Class A Members as provided in Section 720.307, Florida Statutes.

4.

**PROPERTY SUBJECT TO THIS DECLARATION  
AND ADDITIONS TO THE PROPERTY**

i. Property Subject to Declaration. The Property is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration.

ii. Additions to the Property. Developer and the Association reserve the right to add, or cause to be added, other real property not now included within the Property to the Property in the manner set forth below and such additional real property shall be subject to the provisions of this Declaration.

iii. Annexation of Additional Property. Developer may from time to time submit any portion of the Additional Property (in whole or in part) under the provisions of this Declaration by a supplemental declaration, which shall not require the joinder or consent of the any party. In addition, pursuant to Section 4.10, Yates may from time to time submit portions of the Yates property to the terms and conditions of the Declaration ("Yates Annexed Property") by recorded supplemental declaration which shall not require the joinder or consent of the any party. Any such annexation shall become effective upon recording a supplement to this Declaration properly executed by Developer or Yates, respectively, without the joinder or consent of any party, in the public records of the County. Thereafter, the Additional Property or Yates Annexed Property, or portion thereof, described in such supplemental declarations shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property. Until such supplemental declaration is recorded, no provision of this Declaration shall be effective as to any portion of the Additional Property or Yates property, nor shall this Declaration constitute a cloud or encumbrance on the title of said Additional Property or the Yates property. Nothing herein shall prevent Developer from rezoning and changing the development plans for the Property with respect to such future portions, or adding additional or other real property to the Property.

Such supplements to this Declaration may contain such complementary additions and modifications of this Declaration as may be necessary to reflect the different character, if any, of the Additional Property and the Yates Annexed Property, which is the subject of such supplements to this Declaration, as determined by Developer. Further, such supplements to this Declaration may contain provisions relating to such Additional Property and the Yates Annexed Property, or any portions thereof, dealing with, among other things, assessments and the basis thereof, rules and regulations, architectural controls, and other provisions pertaining to all or part of such Additional Property and the Yates Annexed Property to the exclusion of other portions of the Property.

iv. Other Annexation of Property. Real property, other than sections of the Additional Property annexed to the Property and Yates Annexed Property in accordance with Section 4.3 and 4.10 of this Article, may be annexed to the Property upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Such annexation shall become effective upon the recording of an amendment or supplement to this Declaration in the public records of the County. Thereafter, such real property described therein shall be committed to the covenants contained in this Declaration and shall be considered "Property" as fully as though originally designated herein as Property.

v. Platting. As long as there is a Class B Membership, Developer shall be entitled at any time and from time to time, to plat and/or replat all or any part of the Property it owns and to file subdivision restrictions and amendments thereto with respect to any undeveloped portion or portions of the Property it owns without the consent or approval of any Owner.

vi. Merger. Nothing in this Declaration is intended to limit or restrict in any way the Association's rights or ability to merge or consolidate with any other association as the Board may feel is in the best interests of the Association and its Members. A merger or



consolidation of the Association must be approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Upon a merger or consolidation of the Association with another association, all Common Area, rights, and obligations shall, by operation of law, be transferred to the surviving or consolidated association or, alternatively, the properties, rights, and obligations of another association, by operation of law, may be added to the properties, rights, and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants established by this Declaration within the Property together with the covenants and restrictions established by any supplement upon any other properties as one scheme.

vii. Withdrawal of Property. Developer shall have the right to withdraw portions of the Property from the terms and conditions of this Declaration, if consented to by the owner of said portion of the Property, without the joinder, ratification or approval of the Association, any Owner or any lienholder (the “**Withdrawn Property**”). In order to withdraw the Withdrawn Property from the terms and conditions of this Declaration, Developer shall record in the public records of the County an instrument signed by Developer and the owner of the Withdrawn Property which 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. 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. Developer shall have the right to later convey previously Withdrawn Property to the Association as Common Area.

viii. Minor Adjustments in Use Classifications/Conveyances. Notwithstanding any other provisions of this Declaration or the Plat(s) to the contrary, in order to carry out the overall objectives and purposes of this Declaration, Developer hereby reserves the right, subject to and with the written consent and approval of the Board, to make (as determined by Developer in its reasonable discretion) minor or de minimus adjustments in the use classifications of the Property between residential property (i.e., Lots) and Common Area and to thereafter transfer and convey to the Association or to any Owner or third party, and/or cause the Association to transfer and convey to Developer or to any Owner or third party, those relatively small or de minimus portions of the Property to which such adjustments in use classification are so made. For example, Developer, with the written consent and approval of the Board, may declare that a portion of a particular Common Area tract shall be reclassified as a Lot or Lots, or a portion of an existing Lot, and transferred and conveyed by whichever one of Developer or the Association shall then be the Owner thereof. Also, Developer may reclassify a Lot as a portion of the Common Area and convey such Lot or portion of a Lot to the Association as Common Area. Any adjustment to the Common Area pursuant to this Section shall not interfere with the ability of the Owners to use the recreational facilities within the Common Area.

ix. Special Taxing Districts. In the event that a special taxing district or community development district (hereinafter “**Taxing District**”) is established to provide any services currently rendered by or which are the responsibility of the Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by the

Taxing District, provided however the covenants and conditions set forth herein shall continue to bind and run with the land as to all of the Property for services not provided by the Taxing District. The Association shall have the right to convey or transfer all or portions of the Common Area to the Taxing District so long as the Members shall have the right to use and enjoy the Common Area. If the Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if the Taxing District had never been created. Notwithstanding the above, any transfer of the operation and maintenance permit for the Surface Water Management System must be approved in writing by the District.

x. Annexation/Withdrawal of Yates Property. If Developer does not purchase the property described in **Exhibit F** attached (the “**Yates Property**”), Yates or Yates Developer may, in its sole discretion, require Developer or the Class A Members to annex all of the Yates property or such portion thereof as Yates or Yates Developer directs (collectively referred to as the “**Yates Annexed Property**”), to become part of the Property. Unless waived by Yates or Yates Developer, the annexation of the Yates Annexed Property shall include the following provisions:

- a. The Yates Annexed Property shall enjoy the same rights as the Property and shall be liable for assessments and cost-sharing in the same manner as similarly developed portions of the Property except that no Lot or Residence within the Yates Annexed Property may be assessed under this Declaration until such Lot or Residence is permitted for occupancy as evidenced by the issuance of the certificate of occupancy by the applicable governmental authority.
- b. If Developer fails to pay assessments and costs for which it is liable under this Declaration, Yates or Yates Developer may, but shall not be obligated to, pay such costs and assessments and shall have lien rights against any portion of the Property owned by Developer at that time if Developer fails to pay to Yates or Yates Developer (as applicable) after written demand by Yates or Yates Developer the amount of such costs and assessments owed by Developer and paid by Yates, or may seek a judgment against Developer for same.
- c. Yates or Yates Developer may, at its option, become the successor or concurrent Developer under this Declaration for Lots located within the Yates Annexed Property and Developer shall indemnify and hold Yates or Yates Developer harmless from any and all liabilities of Developer under this Declaration, to the extent the actions of Developer pertain to lands submitted to this Declaration as of the date hereof or which may be submitted by Developer to this Declaration in the future. Yates and Yates Developer each agrees to indemnify and hold Developer harmless from any and all liabilities of such party as developer under this Declaration, to the extent the actions of Yates or Yates Developer pertain to those portions of the Yates Annexed Property.

- d. To the extent allowed by the applicable governmental authorities, at the election of Yates or Yates Developer, (a) the Yates Park (as defined in the Yates Declaration) shall be available for use only by residents within the Yates Annexed Property, (b) the Yates Park may be subjected to further restrictions by Yates or the Yates Developer and (c) if the Yates Park is not maintained, repaired and replaced by the Association or any other entity responsible for the maintenance, repair and replacement of the Yates Park, Yates or Yates Developer may, in its sole discretion, perform such maintenance, repair or replacement and the costs thereof may, at the election of the Yates or Yates Developer, be assessed against Owners of Lots located within the Yates Annexed Property through the Association. If the Association fails to pay Yates or Yates Developer (as applicable) after written demand by Yates or Yates Developer (as applicable) to the Association, followed by a thirty (30) day opportunity to cure, for the amount paid by Yates or Yates Developer for such maintenance, repair or replacement, Yates shall be entitled to a lien on all the Lots located within the Yates Annexed Property.
- e. Withdrawal of Yates Annexed Property. Yates or Yates Developer (as applicable) shall have the right to withdraw portions of the Yates Annexed Property from the terms and conditions of this Declaration, if consented to by the owner of said portion of the Yates Annexed Property, without the joinder, ratification or approval of the Association, any Owner or any lienholder (the "Yates Withdrawn Property"). However, Yates or Yates Developer will give the Association (60) days notice in advance of any planned withdrawal to allow the Association to properly anticipate maintenance obligations and expenses. In order to withdraw the Yates Withdrawn Property from the terms and conditions of this Declaration, Yates or Yates Developer shall record in the public records of the County an instrument signed by Yates and the owner of the Yates Withdrawn Property which shall make reference to this Declaration, state that the purpose of the instrument is to withdraw the Yates Withdrawn Property from the terms and conditions of this Declaration, and contain a legal description of the Yates Withdrawn Property. Upon the withdrawal of the Yates Withdrawn Property from the terms and conditions of this Declaration, the Yates Withdrawn Property shall no longer be subject to the terms of this Declaration.

The provisions of this Article IV, Section 4.10, may not be amended without the written consent of Yates for so long as any of the Yates property is still owned by Yates, and any amendment of this Declaration, the Articles, the Bylaws, or the rules or regulations for all or a portion of the Property with respect to the subsection contained in this Article IV, Section 4.10 shall

be deemed null and void without the prior written consent of the Yates, such consent not to be unreasonably withheld pursuant to Section 10 of the Yates Declaration.

Notwithstanding the foregoing, Yates shall have no liability, obligation, or responsibility whatsoever with respect to this Declaration or other similar documents for all or a portion of the Property except to review and approve them in accordance with the Yates Declaration. Yates shall not be liable or responsible for any defect in or problem with this Declaration or other similar documents for all or a portion of the Property by reason of reviewing same or having its counsel review same. Nothing, including any acceptance of any document or instrument, shall be construed as a representation or warranty, express or implied, to any party by Yates.

## 5. **FUNCTIONS OF THE ASSOCIATION**

i. Through Board Action. The affairs and decisions of the Association shall be conducted and made by the Board. The Members shall only have such power or rights of approval or consent as is expressly specified herein, or in the Articles or Bylaws. In the absence of a specific requirement of approval by Members, the Board may act on its own through its proper officers.

ii. Required Services. In addition to those other responsibilities specified in the Governing Documents, the Association or its management company, if applicable, shall be required to provide the following services as and when deemed necessary or appropriate by the Board and shall have easement rights necessary to perform same:

- a. All maintenance of the Common Area and repair and replacement of all improvements thereon as and when deemed appropriate by the Board.
- b. Payment of ad valorem taxes, non-ad valorem assessments and personal property taxes, if applicable, with respect to the Common Area.
- c. Operation of the Common Area in accordance with the rules and other standards adopted by the Board from time to time.
- d. Taking any and all actions necessary to enforce all covenants, restrictions and easements affecting the Property and performing any of the functions or services delegated to the Association in the Governing Documents.
- e. Conducting business of the Association, including arranging for administrative services such as management services, legal, accounting, financial and communication services such as informing Owners of activities, meetings, and other important events.

- f. Purchasing insurance to the extent necessary to insure Association property, liability of the Association, its officers and the Board, and any other insurance to the extent deemed necessary or desirable by the Board.
- g. Acceptance of any instrument of conveyance with respect to the Common Area delivered to the Association.
- h. Operation, maintenance, monitoring and repair of the Surface Water Management System in accordance with the Permit. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District or the County. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved in writing by the District or the County, if applicable.

The Association shall maintain any lakes, drainage areas, drainage easements, and control structures, and shall preserve and protect all designated conservation areas and littoral zones located within, adjacent, or in near proximity to the Property, in accordance with all permit requirements and conditions contained in applicable dredge fill, consumptive use, surface water permits, or any other applicable permits issued by the District and the County and all statutes, rules, regulations and requirements pertaining to surface water management, drainage and water quality promulgated by the District and all other local, state and federal authorities having jurisdiction. The Association shall maintain those portions of the Common Area designated by applicable permit as conservation tracts, stormwater management tracts, vegetated natural buffers or similar designations, in accordance with all permit requirements, rules and regulations promulgated by all local, state and federal authorities having jurisdiction.

- i. Monitoring and maintenance of wetland mitigation areas, if any, described in the Permit shall be the responsibility of the Association. The Association must successfully complete the mitigation and satisfy Permit conditions.

iii. Authorized Services. The Association shall be authorized, but not required, to provide the following functions and services and shall have easement rights necessary to perform same:

- a. Such other services as are authorized in the Governing Documents.
- b. Cleanup, landscaping, maintenance, dredging, water treatment or other care of lakes, ponds, canals, roads, or other property (public or private), adjacent to or near the Property, or other property

designated Common Maintenance Area by Developer or the Association to the extent such care would be beneficial to the Property and to the extent that the Association has been granted the right to so care for the affected property by the owner thereof or other Person authorized to grant such right, including, but not limited to, any appropriate governmental authority.

6.

**RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

i. Common Area. On or before Turnover, Developer shall convey its interest, if any, in the Common Area to the Association. The Association shall accept title to any interest in real or personal property transferred to it by Developer. Property interests transferred to the Association by Developer may include fee simple title, easements, leasehold interest and licenses to use. Any fee simple interest in property transferred to the Association by Developer shall be transferred to the Association by quit-claim deed, free and clear of all liens (other than the lien for property taxes and assessments not then due and payable), but shall be subject to the terms of this Declaration and any and all easements, rights-of-way, reservations, covenants, conditions, restrictions, equitable servitudes and other encumbrances of record or reserved by Developer in the instrument of conveyance. The property or interest in property transferred to the Association by Developer may impose special restrictions governing the uses of such property and special obligations on the Association with respect to the maintenance of such property. No title insurance or title opinion shall be provided to the Association by Developer.

THE ASSOCIATION SHALL ACCEPT "AS IS" THE CONVEYANCE OF SUCH PROPERTY WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING FUTURE REPAIRS OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS. BY ACCEPTANCE OF AN INTEREST IN ANY SUCH PROPERTY OR THE DEED TO ANY LOT, THE ASSOCIATION AND ALL OWNERS RELEASE DEVELOPER FROM ANY CLAIMS AND WARRANT THAT NO CLAIM SHALL BE MADE BY THE ASSOCIATION OR ANY OWNER RELATING TO THE CONDITION, OR COMPLETENESS OF SUCH PROPERTY OR REPAIRS OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING THEREFROM.

7.

**COMMUNITY WALLS**

i. Community Walls. Developer or the Association may construct walls or fences and landscaping associated with such walls or fences (the “**Community Wall(s)**”) in the Common Area, easements, or elsewhere on the Property as a visual barrier, decorative, architectural, or safety feature, retaining wall, or for any other reason at the sole discretion of Developer or the Association, or as a requirement of any municipality or governing authority for the benefit of the Association. Such walls or fences cannot alter the drainage flow of the Surface Water Management System unless prior written approval is received from the District and the County as applicable.

ii. Maintenance of Community Walls. Community Wall maintenance and repair shall be performed by the Association, as determined by the Board. Should the Board determine that maintenance and/or repair is a result of negligence or abuse by an Owner, charges for said maintenance and/or repair will be assessed to such Owner. Owners shall not remove, alter, improve, paint, repair, maintain or otherwise modify Community Walls without the express written permission of the Board.

iii. Easement for Community Walls. An easement is hereby created in favor of Developer and the Association for the construction, management, inspection, painting, maintenance and repair of Community Walls. The easement shall extend five (5) feet into each affected Lot from the Community Wall. In addition, any easement dedicated on a plat for the Community is at such location and with such dimensions as noted on such plat. Entry upon a Lot by Developer, the Association or their agents, as provided herein, shall not be deemed a trespass.

8.

**COVENANT FOR ASSESSMENTS**

i. Creation of the Lien and Personal Obligation of Assessments. Developer, for each Lot owned, hereby covenants and each Owner, by acceptance of a deed to their Lot, is deemed to covenant and agree to pay to the Association: Commencement Assessments, Annual Assessments, Special Assessments, Specific Assessments and assessments for the costs of maintenance and operation of the Surface Water Management System and wetland mitigation areas.

All assessments, together with late fees, interest, costs and reasonable attorneys’ fees for collection thereof shall be a charge on the land and shall be a continuing lien upon the Lot against which each assessment is made. Each assessment, together with interest, costs and reasonable attorneys’ fees for collection thereof, shall also be the personal obligation of the Person who was the Owner of such Lot at the time when the assessment fell due until paid.

ii. Purpose of Assessments. The assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the residents in the Property and for the improvement, maintenance and repair of the Common Area, Common Maintenance Area, and Surface Water Management System including but not limited to: work within retention areas, drainage structures and drainage easements, easement areas benefiting the Property, right-of-way

areas adjacent to the Property which the Association chooses to maintain, or for any other purpose set forth in this Declaration that the Board deems appropriate.

iii. Annual Assessments. The Association shall be and is hereby authorized, empowered and directed to establish, levy, make, impose, enforce and collect during each calendar year an Annual Assessment in order to provide funds required for the payment of Common Expenses to be incurred by the Association during such calendar year in the performance of its duties and obligations pursuant to this Declaration. Such Annual Assessments shall be established, made, levied, imposed, enforced, collected and otherwise governed by the provisions contained in this Declaration. The Board shall cause a copy of such budget and notice of the amount of the Annual Assessment to be levied on each Lot for the coming year to be delivered to each Owner of a Lot at least thirty (30) days prior to the beginning of each fiscal year.

Until January 1 of the year immediately following the date of the conveyance of the first Lot by Developer to an Owner, the Annual Assessment shall be Seven Hundred and No Dollars (\$700.00) per Lot. Thereafter the amount of the Annual Assessment shall be determined by the Board on an annual basis.

iv. Neighborhood Assessments. In addition to the Annual Assessment, the Board of Directors may annually prepare a separate budget(s) covering the estimated expenses that are unique to a particular Neighborhood ("**Neighborhood Assessments**") to be incurred by the Association for each Neighborhood on whose behalf Neighborhood expenses are expected to be incurred during each calendar year. Such Neighborhood budget may establish a reserve fund for repair and replacement of capital items within the Neighborhood, as appropriate. The Board shall cause a copy of such budget and notice of the amount of the Neighborhood Assessment to be levied on each Lot for the coming year to be delivered to each Owner of a Lot the benefitted Neighborhood(s) at least thirty (30) days prior to the beginning of each fiscal year. The provision for Neighborhood Assessments herein shall not require the Association to budget for Neighborhood Assessments, but rather gives the Association the authority to budget for and collect Neighborhood Assessments if deemed necessary and desirable.

v. Capital Assessments

a. Initial Capital Assessments. The Association shall levy and impose on each Lot an initial capital assessment of Five Hundred Dollars (\$500.00) per Lot (the "**Initial Capital Assessment**"). The Initial Capital Assessment will be paid directly to the Association by the initial Owner of the Lot (other than Developer or Builder) at the closing of the initial sale, transfer and conveyance of such Lot from Developer or Builder to such initial Owner. The Association may use the Initial Capital Assessment for any of the purposes and services set forth in this Declaration including to reduce the Developer's Deficit Funding (as defined in Section 8.11).

b. Capital Assessments. On each subsequent conveyance of a Lot following the initial transfer to an Owner of a Lot (other than



Developer or Builder), the Association shall levy and impose on each Lot a capital assessment of Two Hundred Fifty Dollars (\$250.00) per Lot (the “**Capital Assessment**”). The Association may use the Capital Assessment for any of the purposes and services set forth in this Declaration including to reduce the Developer’s Deficit Funding (as defined in Section 8.11). In the event of a reconveyance of title to a Lot, the following reconveyances shall be exempt from payment of the contributions required by this Section: (a) by a co-Owner to any Person who was a co-Owner immediately prior to such conveyance; (b) to the Owner's estate, surviving spouse or child upon the death of the Owner; (c) to an entity owned by the grantor of title, and/or the grantors spouse, provided upon subsequent reconveyance the contribution shall become due; and (d) to a Mortgagee or the Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure, provided upon the subsequent reconveyance the contribution shall become due.

- c. Adjustment of Capital Contribution Amount. Prior to Turnover, the Developer may increase the Initial Capital Contribution or Capital Contribution in subsequent calendar years, but the amount shall not increase by more than ten percent (10%) over the previous year. After Turnover, the Association will set the amount of the Initial Capital Contribution or Capital Contribution, subject to the same ten percent (10%) limit on increases from year to year. The Developer, its subsidiaries, affiliates, successors and assigns are exempt from payment of the contributions required by this Section 8.5. The contributions required by this Section shall constitute an Assessment against the Lot and shall be subject to the same lien rights and other rights of collection applicable to all other Assessments under this Article. Neither the Developer nor the Association makes any representations or warranties that, at Turnover, any portion of these contributions shall be in the accounts of the Association since these monies may be used to offset the Developer’s Deficit Funding.

vi. Special Assessments. In addition to other authorized assessments, the Association may levy assessments or charges from time to time to cover unbudgeted expenses or expenses in excess of those budgeted (“**Special Assessments**”), provided that any such Special Assessment shall require the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than fifty one percent (51%) of the votes of the Association present at a meeting duly called for that purpose.

vii. Specific Assessments. The Association may levy assessments or charges against a specific Lot (“**Specific Assessments**”) to recover any indebtedness of the Owner of that Lot to the Association arising under any provision of the Governing Documents, including any indemnity, or by contract, express or implied, or because of any act or omission of the Owner or any

occupant of such Lot, or arising by reason of Owner's failure to properly maintain their Lot and Residence as herein provided.

viii. Uniform Rate of Assessment. All Annual Assessments, Neighborhood Assessments and Special Assessments must be fixed at a uniform rate for all applicable Lots.

ix. Reserves. The Annual Assessments and Neighborhood Assessments may include reasonable amounts to be collected and held in reserve accounts for the future maintenance, repair or replacement of all or any portion of the Common Area, including, without limitation, the Surface Water Management System. The reserve accounts shall comply with the requirements of Chapter 720, Florida Statutes, as amended from time to time.

x. Date of Commencement of Annual Assessments: Due Dates. The Annual Assessments shall commence as to all Lots on the date (which shall be the first day of the month) fixed by the Board to be the date of commencement. Each subsequent Annual Assessment shall be imposed for the year beginning January 1 and ending December 31. The Annual Assessments shall be payable in advance in annual, semi-annual, or quarter-annual installments if so determined by the Board. The first Annual Assessment shall be adjusted according to the number of months remaining in the calendar year. Written notice of the assessments shall be sent to every Owner subject thereto. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

xi. Developer's Obligation for Assessments; Deficit Funding. Notwithstanding anything herein to the contrary, at any time prior to Turnover, the Developer may elect to pay: (a) Assessments on Lots owned by Developer for which a certificate of occupancy has been issued; or (b) not pay Assessments on any Lots and in lieu thereof, for such fiscal year or portion thereof, to pay the Association's actual operating expenses incurred (either paid or payable) exclusive of capital improvement costs, reserves, Special Assessments, depreciation, and amortization ("Deficit Funding"). The amount so determined shall then be reduced by revenues earned (either received or receivable) from all sources (including, without limitation, Assessments, interest, late charges, fines, capital contributions, charges and any other income sources) and any surplus carried forward from the preceding year(s). Deficit Funding will automatically terminate at Turnover. Any surplus may either be paid to the Developer after the conclusion of the fiscal year or carried forward to the next fiscal year at the sole option of the Developer. There is no limit to the number of years for which a surplus may be accumulated. Any surplus remaining at Turnover shall be paid to the Developer. In conjunction with Turnover, an audit will be conducted to determine the cumulative "due to" or "due from" the Developer for the term of the Deficit Funding.

If the Developer fails to make an election prior to the beginning of any fiscal year, it shall be deemed to have elected to pay Deficit Funding unless it subsequently notifies the Association in writing that it wishes to pay Assessments as provided above. The Developer's obligations hereunder may be satisfied in the form of a cash subsidy or by "in kind" contributions of services or materials or a

combination of a cash subsidy and "in kind" contributions. The Developer shall not be obligated to fund Deficit Funding until needed by the Association to fund cash expenditures.

After Turnover, the Developer will pay Assessments on its Lots that are subject to assessment, but the amount to be paid shall be determined by whether the Lot has been issued a Certificate of Occupancy as of the date when the particular Assessment becomes due (i.e., as of the commencement of the fiscal year if the Assessment is billed annually, or as of the commencement of the quarter if the Assessment is billed quarterly, or as may be otherwise determined by the Board in the case of Special Assessments).

xii. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall bear a late fee of Twenty-five Dollars (\$25) and interest from the due date at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of their Lot.

xiii. Assumption of Delinquent Assessments by Successors. The personal component of the obligation for delinquent assessments shall not pass to an Owner's successors in title unless expressly assumed by them. Irrespective of the assumption of the personal component of the obligation by any successor in title, the lien for delinquent assessments shall continue to be a lien upon the Lot until such time as it is fully paid.

xiv. Subordination of the Lien to Mortgages.

- a. The claim of lien filed by the Association shall be subordinate to the lien of any first Mortgage held by a first Mortgagee recorded and valid before the effective date of this provision.
- b. If a Mortgage against a Lot (i) is properly recorded as a first Mortgage before the Association's claim of lien is recorded, and (ii) maintains first Mortgage priority, then the liability of the first Mortgagee (and its successor or assignee who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the subsequent holder of the first Mortgage) for the unpaid Assessments that became due before the first Mortgagee's acquisition of title is limited, in accordance with the applicable provisions of Chapter 720, Florida Statutes, to the lesser of:
  - (1) The Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title or for which payment in full has not been received by the Association; or,

- (2) One percent (1%) of the original debt secured by the first Mortgage.
- c. The limitation of liability for payment of Assessments contained in this Section applies only if the first Mortgagee joins the Association as a defendant in the foreclosure action; however, joinder of the Association is not required if, on the date the foreclosure complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the first Mortgagee.
- d. Any unpaid Assessments as a result of this limitation on liability for Assessments for first Mortgagees are Common Expenses, collectible from all of the Owners, including the new Owner and the Owner's successors and assigns. Such new Owner is not excused from liability for any Assessments against the Owner's Lot which accrue after such Owner's acquisition of title; provided, however, that if the Association is the grantee, it is excused from payment. Notwithstanding the foregoing, first Mortgagee shall be exempt from liability for Assessments coming due before the first Mortgagee receives title to the Lot as the result of a foreclosure or deed-in-lieu of foreclosure.
- e. The Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Section; upon such payment, such encumbrance will be subrogated to all rights of the Association with respect to such lien, including priority.
- f. The liability limitations contained in this Section for first Mortgagees shall be expanded in the Association's favor to the fullest extent permitted by the applicable provisions of the Act.

Failure to pay assessments shall not constitute a default in any mortgage unless provided in such mortgage. Nothing contained in this Declaration shall be construed to impose a duty on any mortgagee to collect assessments.

xv. Developer Advances. Developer may, in its sole discretion, advance and loan monies or other property in lieu of monies to the Association for any purpose including providing working capital. Such advances shall be considered a loan by Developer to the Association and may be evidenced by a promissory note executed by the Association in favor of Developer. The Association, by and through its officers, directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on

behalf of, the Association and obligate the Association to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after Turnover.

xvi. Exempt Property. The following Property subject to this Declaration shall be exempted from the assessments, charges and liens created herein:

- a. All Property deeded to and accepted by the Association, a Taxing District, or a public authority devoted to public use.
- b. All Common Area.
- c. Any Property not designated as a Lot.

xvii. Estoppel Certificates

. The Association shall, within fifteen (15) days written demand, furnish to any Owner liable for any type of Assessment a certificate in writing signed by an officer of the Association setting forth which Assessments have been paid as to any particular Lot. All persons, other than the Owner, shall be entitled to rely upon the certificate. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

## 9.

### ARCHITECTURAL CONTROL

i. ARC Guidelines. No improvement (which term shall include without limitation, staking, clearing, excavation, grading, and other site works, new structures, buildings, garages, sheds, fences, walls, statues, yard ornaments, mailboxes, newspaper boxes, docks, decks, or any other structure of any kind, pools, driveways, exterior alteration or modification and planting or removal of plants, trees or shrubs) shall take place except in strict compliance with this Article (other than repairing or restoring the exterior of any building located upon the Property to its original appearance and color), until the requirements below have been fully met, and until the approval of the appropriate committee in accordance with this Article. The initial ARC Guidelines are contained in Exhibit G attached hereto. The committee established pursuant to Section 9.2 below may establish reasonable fees to be charged by the committee on behalf of the Association for review of an application for approval hereunder, which fees, if established shall be paid in full prior to review of any application hereunder. All improvements constructed on any portion of the Community shall be designed by and built in accordance with the approved plans and specifications. Maintenance of any improvement or architectural change approved by the ARC in favor of an Owner shall become that Owner's responsibility.

This Article shall not apply to construction on or improvements or modifications to any Lot by the Developer or to construction on or improvements or modifications to the Common Area made by or on behalf of the Association. The Board of Directors shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the committees referenced in this Article. This Article may not be amended without the Developer's prior written

consent so long as the Developer owns any of the Property. The Developer may extend certain of the reserved rights contained in this Section to any Builder pursuant to the terms and conditions of a written agreement.

ii. Architectural Review Committee. The ARC shall have jurisdiction to review and approve all construction modifications, etc., on any property in the Community. Such construction may also be subject to review in accordance with any Supplemental Declaration. The Developer retains the right until the initial construction of the last Residence to be constructed within the Community to appoint all members of the ARC, which shall consist of at least three (3), but no more than five (5), persons. There shall be no surrender of this right prior to that time except in a written instrument in recordable form executed by the Developer. Upon the expiration of such right, the Board of Directors shall appoint the members of the ARC.

The ARC may prepare design and development guidelines and application and review procedures, copies of which shall be available from the ARC for review. The ARC Guidelines shall be those of the Association, and the ARC shall have authority to prepare and to amend them, subject to the approval of the Board of Directors except that after the Turnover, no amendment to the ARC Guidelines shall be effective without the prior written consent of the Developer. The ARC shall make the ARC Guidelines available to Owners and Builders who will conduct their operations strictly in accordance therewith. In the event that the ARC fails to approve or disapprove plans properly submitted to it, or to request additional information reasonably required, within 30 days after acceptance of a complete submission thereof, the plans shall be deemed approved. Any Owner aggrieved by the ARC's decision may file an appeal to the Board of Directors within 20 days of the decision. The Board of Director's ruling on appeal shall be final. Members of the ARC may include architects or similar professionals who may or may not be Owners. ARC members who are Owners shall serve without compensation. Prior to Turnover, the Board of Directors or the Developer may act in place of the ARC, and shall retain all rights and obligations granted or imposed upon the ARC hereunder.

iii. No Waiver of Future Approvals. The approval or denial by the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matters requiring the approval and consent of such committee, 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 other matters previously, subsequently or additionally submitted for approval or consent.

iv. Variance. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural hardship, or aesthetic or environmental considerations require. No variance shall: (a) be effective unless in writing, or (b) stop the ARC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not necessarily be considered a hardship warranting a variance.

The approval by the ARC does not constitute governmental approval. It is the sole responsibility of the Owner to obtain the necessary permits and meet all governmental requirements, including applicable building and design codes.

v. No Liability. No review or approval by the ARC shall imply or be deemed to constitute an opinion by the ARC, nor impose upon the ARC, the Association, the Board of Directors, the Developer or any other party, any liability for the design or construction of building elements, including, but not limited to, structural integrity, design, quality of materials, and compliance with building code or life and safety requirements. The scope of any such review and approval by the ARC is limited solely to whether the respective plans or work meet certain requirements, standards, and guidelines relating to aesthetics and the harmony and compatibility of proposed improvements in the Community. No review or approval will be for any other person or purpose, and no person other than the ARC shall have any right to rely thereon, and any review or approval by the ARC will not create any liability whatsoever for the ARC, the Developer, the Board of Directors, or the Association to any other person or party whatsoever.

vi. Compliance. The ARC may periodically monitor construction to determine compliance with approved plans and specifications, and such inspection shall not be deemed a trespass. The ARC may enforce non-compliance through equitable remedy or by requesting the Association remedy any deficiency and assess the Owner for the costs of compliance. Any contractor, subcontractor, agent, employee or other invitee of an Owner who fails to comply with the terms and provisions of the guidelines and procedures promulgated by the ARC may be excluded by the Board from the Community without liability to any person, subject to the notice and hearing procedures contained in the Bylaws.

## 10.

### USE RESTRICTIONS

The Property is subject to the following restrictions, reservations and conditions, which is binding upon Developer and upon each Owner who shall acquire hereafter a Lot or any portion of the Property, and is binding upon their respective heirs, personal representatives, successors and assigns.

i. Residential Lots. Except as specifically provided in this Declaration, no use shall be made of Lots other than for residential purposes.

ii. Mining or Drilling. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise undertaken within any portion of the Property. Excepted from the foregoing prohibited activities are activities of Developer or the Association, or any assignee of Developer or the Association, in dredging lakes, ponds or other water areas, creating land areas from lakes, ponds or other water areas, or creating, excavating, or maintaining drainage or other facilities or easements, or the installation of wells or pumps in compliance with applicable governmental requirements, or for irrigation systems for any portions of the Property.

iii. Antennas, Aerials, Satellite Dishes and Flagpoles. No Owner shall install or permit to be installed any antenna aerial or satellite dish (“**Antenna**”) on a Lot if the size of the

Antenna is one meter (39.37 inches) or greater in diameter. Any Owner installing an Antenna less than one meter in diameter shall install such Antenna in a place where it is not visible from the street, giving primary consideration to installation on the rear of the house or the back yard of the Lot. Under no circumstances may an Antenna be mounted on a mast such that the mast height exceeds the top of the roof line of the house on the Lot by more than twelve (12) feet. In the event that any applicable law currently enacted or enacted in the future precludes the enforcement of this provision, this provision shall be preempted only to the minimum extent required to comply with such applicable law. The American flag and a flagpole for display of the American flag shall be permitted if displayed in a respectful way.

iv. Rooftop Structures. Subject to the provisions of all applicable Florida Statutes, to the extent applicable, no discs, dishes, appliances, equipment (including air conditioning equipment), skylights, hot water flues or other rooftop installation or structure of any type shall be placed, located, erected, constructed, installed or maintained upon the exterior roof of any Residence without prior written approval of the Board.

v. Shutters and Window and Door Coverings. No exterior windows or doors of any building or other improvements on a Lot shall be covered by any shutters (including hurricane or storm shutters), boards, or similar type window coverings; except such as may be required for protection from severe storms and only then during the actual period of any such severe storm and the period within seventy-two (72) hours before and seventy-two (72) hours after an anticipated severe tropical storm or hurricane; nor shall any such windows or doors be covered by or coated with any foil or other reflecting or mirrored materials. The foregoing restriction shall not be construed as a prohibition against decorative exterior shutters located to the side of or over window or door openings; provided the same have been approved in writing by the Board.

vi. Holiday and Outside Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of Residences and upon Lots in the manner permitted hereunder, commencing on November 15th and shall be removed not later than January 15th of the following year. With regard to those portions of a Lot maintained by the Association (if any), no lighting or any facilities or electrical cords related thereto or any decorations shall be permitted to be placed upon or across any grass area maintained by the Association, and the Association and its agents shall be permitted, but shall not be required, to remove any such items which serve as impediments to the mowing of the grass, and the Owner, by placement of any lighting or decorations, hereby assumes the risk that such lighting and decorations may be inadvertently damaged or destroyed. An Owner shall be permitted to place holiday lighting and decorations on and within the shrubs located in the front yard of the Lot, provided that (i) the Association shall not be required to maintain such shrubs for such period of time as the decorations, lighting and cords are contained within the shrubs, and (ii) such placement shall not otherwise interfere with the mowing of the grass on the Lot by the Association (if any).

Except for the foregoing seasonal holiday lights, and any exterior lighting initially installed by Developer or the Association, no spotlights, flood lights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Residence or upon the Common Area or any part thereof.



vii. Landscaping. Subject to the provisions of all applicable Florida Statutes, to the extent applicable, no Owner shall construct or install improvements, landscaping, artificial vegetation, exterior sculptures, fountains, rocks, or similar items upon any portion of a Lot, nor shall any Owner alter or make additions to improvements or landscaping installed by Developer or the Association, without the prior written approval of the Board.

viii. Trees. Trees shall not be cut or removed without prior written approval by the Board.

ix. Walls and Fences. Except for walls or fences constructed by Developer or the Association, no walls, fences, hedge, or similar structures, dog runs or animal pens of any kind shall be placed or erected on the Property without prior written approval of the Board, and the District or County, if applicable.

x. Subdivision or Partition. No portion of the Property shall be subdivided except with the Board's or Developer's prior written consent.

xi. Casualty Destruction to Improvements. In the event an improvement is damaged or destroyed by casualty, hazard, or other loss, then, within a reasonable period of time after such incident, as determined by the Board, the Owner thereof shall either commence to rebuild or repair the damaged improvement and diligently continue such rebuilding or repairing activities to completion or clear the damaged improvement and grass over and landscape such Lot. A destroyed improvement shall only be replaced with an improvement of a similar size, type, construction, and elevation as that destroyed unless the prior written consent of the Board is obtained.

xii. Insurance. Nothing shall be done or kept on the Common Area or the Property which shall increase the insurance rates of the Association without the prior written consent of the Board.

xiii. Surface Water Management System.

- a. No construction activities may be conducted relative to any portion of the Surface Water Management System facilities. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the Surface Water Management System facilities. If the Surface Water Management System includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities that are consistent with the design and permit conditions approved by the District in the Permit may be conducted without specific written approval from the District
- b. No Owner may construct or maintain any building, residence or structure of any kind, or undertake or perform any activity in the Surface Water Management System, wetlands,

wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the Permit and Plat unless prior approval is received from the Board and the District.

- c. No Owner shall in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of any drainage areas or the Surface Water Management System, nor shall any grading, alteration, or other modifications to these areas be made without the prior written permission of the Board and the District.
- d. No Owner shall remove native vegetation that becomes established within the Surface Water Management System without prior written approval from the District and the Board. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Owners should address any questions regarding authorized activities within the Surface Water Management System to the District Permitting Department.
- e. No Owner shall in any way deny or prevent ingress and egress by Developer, the Association, the County, or the District to any drainage areas or the Surface Water Management System for maintenance or landscape or enforcement purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of Developer, the Association, the District, the County, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.
- f. No Lot shall be increased in size by filling in any drainage areas or other portion of the Surface Water Management System. No Owner shall dig, excavate, fill, dike, rip-rap, block, divert, or change the established drainage areas or the Surface Water Management System without the prior written consent of the Board and District.
- g. No sidewalk, driveway, impervious surface, paving, patio, deck, pool, air conditioner, structure, utility shed, pole, fence, wall, irrigation system, tree, shrub, hedge, planting, landscaping plants other than grass, or other improvement shall be placed by an Owner within a drainage area, drainage easement, or the Surface Water Management System, except for landscaping of stormwater detention and retention ponds as required by governmental land development code.
- h. In addition to the Association, the District, and the County shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System.
- i. Developer shall convey its interest in the Surface Water Management System to the Association (excluding that portion of the Surface Water Management System located on Lots). After said conveyance, the Association shall, subject to the terms and provisions of this Declaration, have sole and exclusive jurisdiction over and responsibility for the administration, monitoring, management, regulation, care, maintenance, repair, restoration, replacement, improvement, preservation and protection of the Surface Water Management System. Accordingly, each Owner, by acceptance of a deed to their Lot, shall be deemed to have agreed that Developer, the County, nor any other governmental agency shall have any liability or responsibility whatsoever (whether financial or otherwise) with respect to the Surface Water Management System and each Owner shall

be deemed to have agreed to look solely and exclusively to the Association with respect to any such liability or responsibility.

j. Copies of the Permit and any future Permit actions of the District shall be maintained by the Association's Registered Agent for benefit of the Association at the office of the Association. The Permit shall be owned by the Association and the Association has the obligation to assure that all terms and conditions thereof are enforced. If the Permit is issued in Developer's name, then on or before the conversion of the rights of the Class B Membership to Class A Membership, pursuant to Section 3.2 of this Declaration, Developer shall transfer and the Association shall accept and assume all rights and obligations of Developer under the Permit.

k. Each Owner shall use and maintain the portion of their Lot located in the Surface Water Management System or within drainage easements, if any, in compliance with the Permit, County approvals, and all other applicable rules and regulations. Owner, at its sole expense, shall immediately correct or abate all violations of or non-compliance with the Permit, County approvals, and all other applicable rules and regulations.

l. Each Owner, at the time of construction of a building, Residence or structure, shall comply with the construction plans for the Surface Water Management System approved by and on file with the District.

m. If the Association ceases to exist, all Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System in accordance with the requirements of the Permit, unless and until an alternate entity assumes responsibility pursuant to the Articles.

xiv. Pets, Livestock and Poultry. Owners are granted a license to maintain not more than two (2) dogs, two (2) cats, two (2) birds and fish on each Lot. No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Property, other than as described above, provided they are not kept, bred, or maintained for any commercial purpose, and provided that they do not become a nuisance or annoyance to any other Owner. No animals shall be allowed outside a Lot except on a leash. No animals shall be permitted to place or have excretions on any portion of the Property unless the owner of the animal physically removes any such excretions from that portion of the Property.

xv. Signs. No signs, including "for sale" or "for rent", freestanding or otherwise installed, may be erected or displayed to the public view on any Lot or Residence except for a single sign for the purpose of advertising the sale of Residence, provided that any such sign shall contain only the notation "for sale", "for rent" or "for lease", the telephone number and name of the agent and/or real estate broker, or "by owner", as applicable, and shall not be more than four (4) square feet in area. Notwithstanding the foregoing, Developer specifically reserves the right for itself, its successors, nominees and assigns, and the Association to place and maintain signs in connection with construction, marketing, sales and rental of Residences and Lots, and identifying or informational signs, anywhere on the Property. The Developer may extend certain of the reserved

rights contained in this Section to any Builder pursuant to the terms and conditions of a written agreement.

xvi. Mailboxes. The size, design and color of all mailboxes and the supporting structures must be approved by Developer and must comply with U.S. Postal Service regulations. Mailboxes may be located in gang mailboxes, or neighborhood box units.

xvii. Garbage Containers, Oil and Gas Tanks, Outdoor Equipment. All garbage and trash containers must be placed in walled in areas or landscaped areas so that they are not visible from any adjoining Lot or any Street, except on those days designated as scheduled collection days for the Property by the agency responsible for collecting garbage and trash. Other than one (1) portable propane tank for use with an outdoor barbeque grill, no oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the Board and such tanks shall be located so they cannot be seen from other Lots, Common Area or Streets. No Lot shall be used or maintained as a dumping ground for rubbish, trash, or other waste. There shall be no burning of trash or other waste material. Trash or other waste shall be kept only in closed containers and all equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

xviii. Garbage Collection Service. Developer may coordinate and establish exclusive agreements with one or more garbage collection service companies for the provision of garbage collection services to the Association and all Lots. If such agreement is established, Developer may deem the fees for the garbage collection service payable to the service company to be a Common Expense payable by the Association, and Developer shall include the fees within the annual budget for which the assessments are levied each year, or Developer may direct a garbage collection service company to bill the fees for the garbage collection services directly to Owners. If Developer determines the fees for the garbage collection service shall be a Common Expense, no Owner may avoid or escape liability for any portion of the assessments by electing not to utilize the garbage collection service.

xix. Vehicles and Recreational Equipment. No truck or commercial vehicle, limousine, mobile home, motor home, house trailer, utility trailer, camper, boat, boat trailer or other recreational vehicle or equipment, horse trailer, bus, passenger vehicle without current registration, van (other than a passenger van), or the like shall be permitted to be parked or stored on any portion of the Property unless they are parked within a garage, or are located on a Lot so they cannot be seen from any Street and are shielded from view from any adjoining Lot. For the purposes of this rule the following definitions shall apply:

- a. **“Truck”** means a vehicle with any sort of weight capacity, which has a compartment or bed for carrying cargo, as opposed to passengers. Regardless if such vehicle has a cover or “topper” for the cargo carrying area, it shall be deemed to be a Truck; however, “pick-up trucks” or “sport utility vehicles” with a cargo capacity of one ton or less that are not Commercial Vehicles (as hereinafter defined) are permitted to park on the driveway of a Residence.

- b. **“Commercial Vehicle”** means any vehicle, which from viewing the exterior of the vehicle or any portion thereof, shows any commercial markings, signs, logos, displays, tool racks, saddle racks, or other elements of a commercial nature or otherwise indicates a commercial use.

This prohibition of parking shall not apply to temporary parking of Trucks and Commercial Vehicles used for pickup, delivery, and repair and maintenance of a Lot, nor to any vehicles of Developer, nor to any police vehicle used by an occupant of a Lot. The Developer may extend certain of the reserved rights contained in this Section to any Builder pursuant to the terms and conditions of a written agreement.

Any such vehicle or recreational equipment parked in violation of these or other regulations contained herein or in the rules and regulations adopted by the Association may be towed by the Association at the sole expense of the owner of such vehicle or recreational equipment if it remains in violation for a period of twelve (12) consecutive hours or for twenty-four (24) non-consecutive hours in any seven (7) day period. The Association shall not be liable to the owner of such vehicle or recreational equipment for trespass, conversion, damages, or otherwise, nor guilty of any criminal act by reason of such towing, and neither its removal nor failure of the owner of such vehicle or recreational equipment to receive any notice of said violation shall be grounds for relief of any kind.

xx. Parking. Owners shall park their vehicles within the garage portion of Owner's Residence or in other parking areas on the Property designated by Developer or the Association. All parking within the Property shall be in accordance with the rules and regulations adopted from time to time by the Board. Because guest parking may be limited in some areas, each Owner is specifically cautioned that they and the occupants of their Residence may be limited or restricted as to the number of vehicles they may park or store on the Property. Any vehicle parked in violation of this Section is subject to being towed away at the owner's expense without further warning. No on street parking will be permitted unless for special events approved in writing by Developer or the Association.

xxi. Garages. Garage doors shall be closed except when reasonably necessary for use of garage and shall not be permanently enclosed or screened. No garage may be converted for use as living space, office or for any purpose other than as a garage.

xxii. Garage Sales or Yard Sales. No “Garage Sales” or “Yard Sales” or similar sales, by whatever name given or ascribed to the same, shall be conducted or permitted on or within the Lots without prior written approval by the Board.

xxiii. Repairs. No maintenance or repairs shall be performed on any vehicles upon any portion of the Property for longer than a six (6) hour period except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles within the Property must be completed within twelve (12) hours from its immobilization or the vehicle must be removed.

xxiv. Prohibited Structures. No structure of a temporary character including, but not limited to, trailers, tents, shacks, sheds, barns, tree-houses, garages, tool sheds, guest quarters, carports, storage buildings or other outbuildings shall be placed or erected on any Lot without prior written approval of the Board.

xxv. Nuisances. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Section shall be decided by the Board, whose decision shall be final.

xxvi. Window Treatment. No reflective foil, sheets, newspapers or other similar material shall be permitted on any window or glass door. Drapes, blinds, verticals, and other window coverings visible from outside a Residence shall have a white, beige or similar light coloring.

xxvii. Air Conditioners. Wall or window air conditioning units or heating units are not permitted.

xxviii. Games and Play Structures. All game and play structures, including basketball courts, basketball standards or backboards (whether permanent or moveable), tree houses and other play structures shall not be installed, placed or affixed to any structure on any Lot, unless located at the rear of the Residence on the Lot so they cannot be seen from any Street and are shielded from view from any adjoining Lot. All bicycles, toys and outdoor recreational equipment must be taken inside the Residence at night.

xxix. Swimming Pools. Swimming pools shall not be located within any of the drainage or utility easements shown on the Plat.

xxx. Common Area. Other than improvements and landscaping constructed or installed by Developer, no improvements or landscaping shall be constructed or installed upon any portion of the Common Area nor shall any alterations or additions be made to said improvements or landscaping without the approval of the Board. The following shall apply to the Common Area:

- a. No activities constituting a nuisance shall be conducted upon the Common Area.
- b. No rubbish, trash, garbage or other discarded items shall be placed or allowed to remain upon the Common Area.
- c. The Association may from time to time adopt reasonable rules and regulations concerning use of the Common Area which shall be binding upon all Members.
- d. Nothing shall be stored, constructed within or removed from the Common Area other than by Developer or the Association, except with the prior written approval of the Board.

xxxi. Other Restrictions Established by the Board. The Board shall have the authority from time to time to include other restrictions as it shall deem appropriate. Said restrictions shall be governed in accordance with the residential planning criteria promulgated by the Board. However, once the Board promulgates certain restrictions, same shall become as binding and shall be given the same force and effect as the restrictions set forth herein until the Board modifies, changes or promulgates new restrictions or the Board modifies or changes restrictions set forth by the Board.

xxxii. No Implied Waiver. The failure of the Association or Developer to object to an Owner's or other party's failure to comply with this Declaration or any other Governing Documents shall in no event be deemed a waiver by Developer or the Association, or any other Person having an interest therein, of that Owner's or other party's requirement and obligation to abide by this Declaration.

xxxiii. Imposition of Fines for Violations. The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, to use the Common Areas and may levy reasonable fines, not to exceed the maximum amounts permitted by Section 720.305(2), Florida Statutes, against an Owner, tenant, guest or invitee, for failure to comply with any provision of this Declaration.

- a. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing. Fines in the aggregate are not capped to any amount.
- b. A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.
- c. The non-compliance shall be presented to the Violations Committee acting as a tribunal, after which the Violations Committee shall hear reasons why a fine should not be imposed. The hearing shall be conducted in accordance with the procedures adopted by the Violations Committee from time to time. A written decision of the Violations Committee shall be submitted to the Owner, tenant, guest or invitee, as applicable, by not later than twenty-one (21) days after the meeting of the Violations Committee. The Owner, tenant, guest

or invitee shall have a right to be represented by counsel and to cross-examine witnesses.

- d. The Violations Committee may impose Specific Assessments against the Owner in the amount of \$100 (or any greater amount permitted by law from time to time) for each violation. Each day of non-compliance shall be treated as a separate violation and there is no cap on the aggregate amount the Violations Committee may fine an Owner, tenant, guest or invitee. Specific Assessment fines shall be paid not later than five (5) days after notice of the imposition of the Specific Assessment. All monies received from fines shall be allocated as directed by the Board of Directors.

xxxiv. Compliance with Documents. Each Owner and their family members, guests, invitees, lessees and their family members, guests, and invitees; and their or its tenants, licensees, guests, invitees and sub-tenants shall be bound and abide by this Declaration. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within the Property. Such Owner shall be liable to the Association for the cost of any maintenance, repair or replacement of any real or personal property rendered necessary by their act, neglect or carelessness, or by that of any other of the foregoing parties which shall be immediately paid for by the Owner as a Specific Assessment. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

xxxv. Property Maintenance. Each Lot and all improvements and landscaping thereon, shall at all times be kept and maintained in a safe, clean, wholesome and attractive condition and shall not be allowed to deteriorate, fall into disrepair or become unsafe or unsightly. In particular, no weeds, underbrush or other unsightly growth and no trash, rubbish, refuse, debris or unsightly objects of any kind shall be permitted or allowed to accumulate on a Lot. In the event an Owner of any Lot shall fail to maintain the premises and improvements situated thereon in such a manner, the Owner shall be notified and given seven (7) days within which to correct or abate the situation. If the Owner fails to do so, the Association shall have the right (although it shall not be required to do so) to enter upon the Lot for the purpose of repairing, maintaining, and restoring the Lot and the exterior of the building and other improvements located thereupon at the sole cost of the Owner of the Lot. The cost of such repair, maintenance and restoration, together with reasonable attorneys' fees and costs for collection thereof incurred through all appellate levels, shall thereupon constitute a lien upon the Lot, which lien shall become effective upon the filing of a written claim of lien. The form, substance and enforcement of the lien shall be in accordance with the construction lien law of the State of Florida, and the Owner of the Lot shall, by virtue of having acquired the Lot subject to these restrictions, be deemed to have authorized and contracted for such repair, maintenance and restoration. The lien herein provided will be subordinate to a first mortgage lien.



xxxvi. Sales, Marketing and Promotional Activities. Notwithstanding anything to the contrary set forth in this Article or elsewhere in this Declaration, Developer and its affiliate(s) may use any portion of the Property, including Lots (other than Lots owned by others), for sales, marketing and promotional activities and related or supportive administrative activities pertaining to and/or in connection with the sale and/or resale of Lots or houses constructed by Developer and its affiliate(s) in their sole and absolute discretion, including without limitation, the construction, maintenance and operation of a sales and administrative center and one (1) or more model homes on Lots. The location of such sales and administrative center within the Property may be changed from time to time by Developer and its affiliate(s) in their sole and absolute discretion. It is expressly provided, however, that the location and operation of such sales and administrative center on Lots shall be subject to such approvals of the County as may be required for the same. The Developer may extend certain of the reserved rights contained in this Section to any Builder pursuant to the terms and conditions of a written agreement.

xxxvii. Association Waiver. In the event that a violation of any of these restrictions shall occur, which violation shall not be of such nature to defeat the intent and purpose of these covenants, the Board shall have the right and authority to waive such violation.

## **11.** **INSURANCE**

i. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain homeowner's insurance on that Owner's Residence. All Residences shall be insured in an amount equal to the maximum insurable replacement value. Such coverage shall afford protection against:

- a. Loss or damage to the Lot and Residence by fire and other hazards covered by a standard extended coverage endorsement;
- b. Any and all risks of loss to the Lot and Residence, the contents thereof, or the personal liability related thereto; and
- c. Such other risks as from time to time shall be customarily covered with respect to personal residences similar in construction, location and use as the Residences, including but not limited to sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, water damage and windstorm.

Upon the request of the Association, each Owner shall be required to supply the Board with evidence of insurance coverage on that Owner's Residence which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with their obligations hereunder.

ii. Requirement to Reconstruct. In the event that any Residence is damaged or destroyed by fire or other casualty, the Owner of such Residence shall commence reconstruction and/or repair of the Residence (the “**Required Repair**”) in conformance with the original plans and specifications of the Residence. Such work must be commenced within thirty (30) days of the Owner’s receipt of the insurance proceeds respecting such Residence, or within one hundred twenty (120) days of the loss, whichever is earlier. Such repair and/or reconstruction must be completed in a continuous, diligent and timely manner. The Association shall have the right to inspect the progress of all reconstruction and/or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have the right to bring an action against Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit in no way shall be deemed to satisfy the requirements set forth in this Section, which are independent of and in addition to any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes and/or building codes.

iii. Additional Rights of the Association. If an Owner fails or refuses, for any reason, to perform the Required Repair as herein provided, then the Association, in its sole and absolute discretion, and through the Board, is hereby authorized by such Owner to perform the Required Repairs. All Required Repairs performed by the Association pursuant to this Section shall be in conformance with the original plans and specifications for the Residence. The Board may levy a Specific Assessment against the Owner in whatever amount sufficient to adequately pay for the Required Repairs performed by the Association.

iv. Association Has No Liability. Notwithstanding anything herein to the contrary, the Association, its officers and Board, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage for that Owner’s Residence. Further, the Association, its officers and Board, shall not be liable to any person if the Association does not enforce the rights given to the Association in this Section.

## 12.

### **PROVISIONS PERTAINING TO THE TRANSFER OR LEASE OF A LOT; TIMESHARES PROHIBITED**

i. No Short Term Rentals. Owners shall be allowed to lease their Residences, provided that any such lease shall require the tenant thereunder to comply with the terms and conditions of the Governing Documents, and provided that such lease and tenancy is otherwise in compliance with any rules and regulations promulgated by the Board. No lease of a Residence shall be for a term of less than seven (7) months, and any such lease shall be in writing and shall be enforceable by the Association, whether or not so stated in its terms. No Owner may lease their Residence more than twice during any calendar year. The subleasing or sub-renting of a Lot is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. All leases must be submitted to the Association at least five (5) days prior to the commencement of the lease. If an Owner intending to lease or rent a Lot is delinquent in the payment of Assessments, the Association shall be entitled, but shall not be obligated, to prohibit the Owner from renting or leasing the Lot until such delinquency is made current. The Association may require inclusion in a lease of any provisions that the Association may deem appropriate to assure the lessee’s compliance

with all the terms and provisions of this Declaration. The Association may charge a reasonable administrative fee not to exceed \$100.00 (or such other amount as permitted by law from time to time) for processing a lease pursuant to the section. Residences shall be leased in their entirety, and no individual rooms or portion of a Lot may be leased. The Association shall review the lease for compliance with the requirements set forth in this Section and the Governing Documents, but shall not perform background checks, criminal records search, financial or credit check or any other information search in connection with a review of a lease. During the term of any lease, Owner shall not be relieved of any obligations under the terms of the Governing Documents, and Owner shall be liable for the actions of their tenants which may be in violation of the terms and conditions of the Governing Documents, any rules and regulations promulgated by the Board, and any other documents set forth above, notwithstanding the fact that the tenants are also fully liable for any violation of the Governing Documents and regulations. In the event a tenant, occupant, or person living with the tenant violates the Governing Documents or the rules and regulations promulgated by the Board, the Association shall have the power to bring an action or suit against the tenant or occupant and the Owner, or any combination of the foregoing, to recover sums due for damages or injunctive relief or for any other remedy available at law or in equity. Developer, the Association, and the individual members, officers, directors, employees or agents of any of them, shall not, jointly or severally, be individually or personally liable or accountable in damages or otherwise to any Owner or other person or party affected by this Declaration, or to anyone submitting leases for any required consent or approval hereunder, by reason or on account of any decision, approval or disapproval required to be made, given or obtained pursuant to this Declaration, or for any mistake in judgment, negligence or nonfeasance related to or in connection with any such decision, approval or disapproval.

ii. Timeshare Prohibition. No time sharing plan as the term is defined in Chapter 721, Florida Statutes, as amended, or any similar plan of fragmented or interval ownership of Residences shall be permitted on the Property, and no attempt to create same by lease or otherwise shall be allowed. De facto timesharing of a Residence is not permitted, and approval will not be given for the lease of a Residence or an interest therein interest in a Residence to multiple persons (such as siblings or business associates), who may intend that they and their families would split occupancy of the Residence into different time periods during the year.

iii. Provisions Pertaining to the Transfer of a Lot or Residence  
 . No later than 15 days prior to the anticipated date of closing on the sale of a Lot or Residence, the Owner shall provide written notice to the Association indicating such Owners' intention to sell the Residence or Lot. The notice shall include the name and address of the proposed purchaser (s) and an executed copy of the purchase contract. The Association may require other such information as it deems reasonably necessary, and may impose an administrative fee not to exceed \$100.00 (or such other amount as permitted by law from time to time) to process such sale.

iv. Amendment. This Article shall not be amended without the written consent of Developer, unless Developer no longer owns any land which is subject to this Declaration or subject to annexation to the Declaration.

13.

**ENFORCEMENT OF NON-MONETARY DEFAULTS**

i. Non-monetary Defaults. In the event of a violation by any Member or Owner (other than the nonpayment of any assessments or other monies) of any of the provisions of the Governing Documents or restrictions set forth by the Association, the Association shall notify the Member or Owner of the violation by written notice. If the violation is not cured as soon as practicable, and in any event, no later than seven (7) days after the receipt of the written notice, or if the Member or Owner fails to commence, within said seven (7) day period, and, using their best efforts, diligently proceed to completely cure the violation, the Association may, at its option:

- a. Specific Performance. Commence an action to enforce the performance on the part of the Member or Owner, or for such equitable relief as may be necessary under the circumstances, including injunctive relief; and/or
- b. Damages. Commence an action to recover damages; and/or
- c. Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to, removing any building or improvement for which architectural approval has not been obtained, or perform any maintenance required to be performed by this Declaration, including the right to enter upon a Lot to make such corrections or modifications as are necessary, or remove anything in violation of the provisions of the Governing Documents or any restrictions set forth by the Board.

ii. Expenses. All expenses incurred by the Association in connection with the correction of any violation, or the commencement of any action against any Owner, including administrative fees and costs and reasonable attorneys' fees and disbursements through the appellate level, shall be a Specific Assessment assessed against the applicable Owner, and shall be due upon written demand by the Association.

iii. Late Fees. Any amount due to Developer or the Association which is not paid within fifteen (15) days after the due date shall bear a late fee of Twenty Five Dollars (\$25) and interest at the rate of ten percent (10%) per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Owner's Lot.

iv. No Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Governing Documents shall not constitute a waiver of the right of the Association to enforce such right, provisions, covenant or condition in the future.

v. Rights Cumulative. All rights, remedies, and privileges granted to the Association pursuant to any terms, provisions, covenants, or conditions of the Governing Documents shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the Association from executing such additional remedies, rights or privileges as may be granted or as it might have by law.

vi. Enforcement By or Against the Persons. In addition to the foregoing, this Declaration may be enforced by Developer, the Association, or any Owner by any procedure at law or in equity against any Person violating or attempting to violate any provision herein, to restrain any violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration shall be borne by the Person against whom enforcement is sought, provided such proceeding results in a finding that such Person was in violation of this Declaration. The prevailing party in any such action shall be entitled to recover its reasonable attorney fees and disbursements through the appellate level.

vii. Certificate as to Default. Upon request by any Owner or mortgagee, holding a mortgage encumbering any Lot, the Association shall execute and deliver a written certificate as to whether such Owner is in default with respect to compliance with the terms and provisions of this Declaration.

#### **14.**

#### **INDEMNIFICATION**

i. Indemnification of Officers, Directors or Agents. The Association shall indemnify any Person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that they are or were a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by them in connection with such action, suit or proceeding if they acted in good faith and in a manner they reasonably believed to be in, or not opposed to, the best interest of the Association. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, in and of itself, create a presumption that the Person did not act in good faith and in a manner which they reasonably believed to be in, or not opposed to, the best interest of the Association; and with respect to any criminal action or proceeding, that they had no reasonable cause to believe that their conduct was unlawful.

To the extent that a director, officer, employee or agent of the Association is entitled to indemnification by the Association in accordance with this Article, they shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by them in connection therewith.

The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the laws of the State of Florida, any

Bylaw, agreement, vote of Members, or otherwise. As to action taken in an official capacity while holding office, the indemnification provided by this Article shall continue as to a Person who has ceased to be a member of the Board, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a Person.

The Association shall have the power to purchase and maintain insurance on behalf of any Person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether or not the Association would have the power to indemnify them against such liability under the provisions of this Article.

## 15.

### AMENDMENTS

i. Amendment by the Association. This Declaration may be amended, changed, or added to, at any time and from time to time, upon the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two thirds (2/3) of the total votes of the Association. Any amendment of this Declaration shall be recorded in the public records of the County. Until such time as all of the Yates property has been conveyed to Developer, no amendment of this Declaration shall be effective without joinder therein by Yates.

ii. Amendment to Comply with Governmental Authority. Developer, prior to Turnover, or the Board, after Turnover, specifically reserves the right to amend this Declaration, without the consent or joinder of any party, in order to comply with the requirements of the Department of Housing and Urban Development, Veteran's Administration, the District, Federal National Mortgage Association, the County, or any other governmental agency.

NOTWITHSTANDING ANY OTHER PROVISION OF THIS DECLARATION OR OF ANY OTHER DOCUMENT GOVERNING THE ASSOCIATION, NO PROVISION OF THIS DECLARATION RELATING TO THE SURFACE WATER MANAGEMENT SYSTEM (INCLUDING ENVIRONMENTAL CONSERVATION AREAS AND THE WATER MANAGEMENT PORTIONS OF THE COMMON AREA) SHALL BE AMENDED UNLESS APPROVAL OF THAT AMENDMENT IS FIRST OBTAINED FROM THE DISTRICT.

iii. Amendment to Make Nonmaterial Changes, Correct Scrivener's Errors and Clarify Ambiguities. Developer specifically reserves the right to amend this Declaration prior to Turnover, without the consent or joinder of any party, to correct scrivener's errors, to clarify ambiguities determined to exist herein, and to make other non-material amendments which Developer believes are in the best interest of the Owners. No amendment shall impair or prejudice rights or priorities of any Institutional Lender without their written consent.

iv. Limitation on Amendments. Notwithstanding anything to the contrary set forth in this Declaration, the rights of Developer and the Association to change, amend or modify the terms and provisions of the covenants, conditions, restrictions, easements and reservations set forth in this Declaration shall at all times be subject to the following limitations and restrictions, to wit:

- a. To the extent that particular rights or interests are expressly conferred upon or granted to the County pursuant to this Declaration, the particular terms and provisions of this Declaration pursuant to which any such rights and interests are conferred upon and granted to the County shall not be changed, amended or modified without the prior written consent and joinder of the County.
- b. This Declaration may not be changed, amended or modified in such manner as to terminate or eliminate any easements granted or reserved herein to Developer, the Association, the County, the District or utility company, respectively, without the prior written approval of Developer, the Association, the County, the District or utility company, as the case may be, and any attempt to do so shall be void and of no force and effect.
- c. No amendment to this Declaration shall be approved which conflicts with any land use approval or permits granted by the County or which conflicts with the Code of Ordinances or Uniform Land Development Regulations of the County.

## 16. GENERAL PROVISIONS

i. Assignment of Rights and Duties to the Association. Developer may at any time assign and delegate to the Association all or any portion of Developer's rights, title, interests, duties or obligations created by this Declaration. It is understood that the Association has been formed as a homeowners' association in order to effectuate the intent of Developer for the proper development, operation and management of the Property. Wherever herein Developer or the Association or both are given the right, duty, or obligation to approve, enforce, waive, collect, sue, demand, give notice, or take any other action or grant any relief or perform any task, such action may be taken by Developer or the Association until such time as Developer or any successor developer is divested of its interest in any portion of the Property or the Additional Property or has terminated its interest in the Property or the Additional Property, or Developer has assigned its rights, duties, and obligations hereunder to the Association. Thereafter, all rights, duties and obligations of Developer shall be administered solely by the Association in accordance with the procedures set forth herein and the Governing Documents.

ii. Covenants to Run with the Title to the Land. This Declaration, as amended and supplemented from time to time as herein provided, shall be deemed to run with the title to the Property and shall remain in full force and effect until terminated in accordance with provisions set out herein.

iii. Enforcement. Developer, the Association, the District or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association, the District or by any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

iv. Enforcement by the District. The District shall have the right to take enforcement measures, including a civil action for injunction and/or penalties, against any Owner or the Association to compel such Owner or the Association, as applicable, to correct any outstanding problems with the Surface Water Management System.

v. Severability. Invalidity of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provision which shall remain in full force and effect.

vi. Duration. The covenants and restrictions of this Declaration shall run with and bind the land for a term of thirty five (35) years from the date this Declaration is recorded. Thereafter these covenants and restrictions shall be automatically extended for successive periods of ten (10) years, unless termination of the provisions of this Declaration is approved by the affirmative vote (in person or by proxy) or written consent, or any combination thereof, of Owners holding not less than two-thirds (2/3) of the total votes of the Association. Any termination of this Declaration shall be recorded in the public records of the County. Unless this Declaration is terminated as provided above, the Association shall re-record this Declaration or other notice of its terms at intervals necessary under Florida law to preserve its effect.

vii. Communication. All communication from Owners to Developer, its successors or assigns, the Association, the Board, or any officer of the Association shall be in writing.

viii. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the Person who appears as Member or Owner on the records of the Association at the time of such mailing.

ix. Conflict. This Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Articles shall take precedence over the Bylaws.

x. Usage. Whenever used herein the singular number shall include the plural and plural the singular, and the use of any gender shall include all genders.



xi. Governing Law. The construction, validity and enforcement of this Declaration shall be determined according to the laws of the State of Florida. Any action or suit brought in connection with this Declaration shall be in the County.

xii. Access Control. Developer and the Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property more secure than they otherwise might be. Neither the Association nor Developer shall in any way be considered insurers or guarantors of privacy or safety within the Property. Neither the Association nor Developer shall be held liable for any loss or damage by reason of failure to provide adequate privacy or ineffectiveness of privacy or safety measures undertaken. All Owners and occupants of any Residence or Lot, tenants, guests and invitees of any Owner, as applicable, acknowledge that Developer and the Association, and the officers, directors and supervisors of each of them, do not represent or warrant that any fire protection system, electronic monitoring system or other privacy system designated by or installed according to guidelines established by Developer or the ARC may not be compromised or circumvented, that any fire protection or electronic monitoring systems or other privacy systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and that fire protection or electronic monitoring systems or other privacy systems will in all cases provide the detection or protection for which the system is designed or intended. Each Owner and occupant of any Residence or Lot and each tenant, guest and invitee of an Owner, as applicable, acknowledges and understands that each Owner and occupant of any Residence or Lot, and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to a Residence or Lot and to the contents of Residences and further acknowledges that the Association and Developer have made no representations or warranties nor has any Owner, occupant, tenant, guest or invitee relied upon any representations or warranties, expressed or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire and/or electronic monitoring systems or other privacy systems recommended or installed or any privacy measures undertaken within the Property.

xiii. Resolution of Disputes

. All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for dispute resolution shall be submitted to such dispute resolution procedures contained in the Act prior to institution of civil litigation.

xiv. Conflict Between Documents

. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles, By-Laws and any Rules and Regulations; the Articles shall take precedence over the By-Laws and any Rules and Regulations; and the By-Laws shall take precedence over any Rules and Regulations, all as amended from time to time.

xv. Notice to Yates. Any notice required to be given hereunder to the Yates shall be in writing and shall be hand delivered, mailed by a recognized overnight service, or sent via registered mail, return receipt requested to:

The Estate of Eloise Yates c/o Kathie Yates  
1671 Blueberry Drive  
Sneads, Florida 32460

AND

The Estate of Eloise Yates c/o Glen Yates  
1671 Blueberry Drive  
Sneads, Florida 32460

AND

The Estate of Eloise Yates c/o Tommy Yates  
5218 Formby Drive  
Orlando, Florida 32812

AND

The Estate of Eloise Yates c/o Gary Yates  
2329 Juniper Road  
Quincy, Florida 32351

With a copy to:

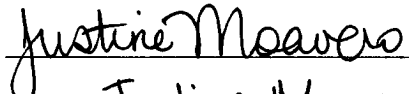
Baker & Hostetler LLP  
200 South Orange Avenue, Suite 2300  
Orlando, Florida 32801  
Attention: Richard T. Fulton, Esq.

IN WITNESS WHEREOF, the undersigned has hereunto set its hand and seal the day and year first above written.

Signed, sealed and delivered  
in our presence:

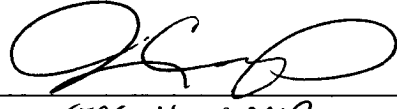


Print: Daniel Lemus



Print: Justine Moavero

**BEAZER HOMES CORP.,**  
a Tennessee corporation

By: 

Name: JEREMY CAMP

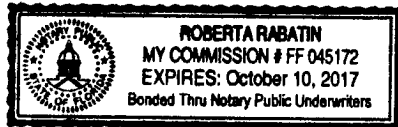
Title: DIRECTOR, LAND DEVELOPMENT

2600 Maitland Center Parkway, Suite 262  
Maitland, FL 32751

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of OCTOBER 2013, by JEREMY CAMP as the DIRECTOR, LAND DEVELOPMENT of Beazer Homes Corp., a Tennessee corporation, on behalf of the corporation. He is ☒ personally known to me or [ ] has provided \_\_\_\_\_ as identification.

(seal)



  
NOTARY PUBLIC  
My Commission Expires: OCT 10, 2017

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

A portion of Sections 19 and 20, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Northeast 1/4 of said Section 19; thence run S 89°53'04" W, a distance of 125.02 feet for the ***POINT OF BEGINNING***; thence continue S 89°53'04" W, a distance of 156.33 feet; thence run N 00°06'56" W, a distance of 120.00 feet; thence run N 89°53'04" E, a distance of 77.57 feet; thence run N 02°10'56" W, a distance of 52.03 feet; thence run S 89°53'04" W, a distance of 102.27 feet; thence run N 00°06'56" W, a distance of 124.69 feet; thence run S 86°03'10" W, a distance of 70.16 feet; thence run S 89°53'04" W, a distance of 155.00 feet; thence run N 00°06'56" W, a distance of 8.92 feet; thence run N 15°46'46" W, a distance of 88.81 feet; thence run N 47°15'10" W, a distance of 176.26 feet; thence run N 37°29'41" E, a distance of 44.64 feet; thence run N 02°57'32" E, a distance of 116.60 feet; thence run N 28°48'58" E, a distance of 86.86 feet; thence run N 17°26'35" E, a distance of 22.37 feet; thence run N 72°35'47" E, a distance of 87.97 feet; thence run N 23°25'29" E, a distance of 43.87 feet; thence run N 66°30'50" E, a distance of 35.36 feet; thence run N 50°30'16" E, a distance of 79.27 feet; thence run N 26°02'49" E, a distance of 63.28 feet; thence run N 17°35'48" E, a distance of 117.58 feet; thence run N 06°25'46" W, a distance of 40.78 feet; thence run N 33°11'30" W, a distance of 72.38 feet; thence run N 59°32'40" W, a distance of 70.49 feet; thence run S 75°49'23" W, a distance of 133.59 feet; thence run S 35°12'47" W, a distance of 83.88 feet; thence run N 89°49'49" W, a distance of 6.28 feet; thence run N 61°01'53" W, a distance of 14.98 feet; thence run N 00°27'11" E, a distance of 50.19 feet; thence run N 05°00'48" E, a distance of 73.84 feet; thence run N 25°04'20" E, a distance of 100.34 feet; thence run N 09°48'53" E, a distance of 72.91 feet; thence run N 00°29'27" W, a distance of 66.95 feet; thence run N 65°46'35" E, a distance of 32.23 feet; thence run N 80°17'02" E, a distance of 15.35 feet; thence run S 81°47'55" E, a distance of 40.11 feet; thence run S 64°11'31" E, a distance of 53.95 feet; thence run N 15°11'02" E, a distance of 48.02 feet; thence run S 89°24'44" E, a distance of 51.07 feet; thence run S 30°28'03" W, a distance of 21.82 feet; thence run S 71°09'28" E, a distance of 115.17 feet; thence run S 85°43'19" E, a distance of 84.41 feet; thence run N 83°47'14" E, a distance of 42.31 feet; thence run N 38°51'39" E, a distance of 74.37 feet; thence run N 22°54'49" E, a distance of 44.56 feet; thence run N 11°26'13" E, a distance of 96.34 feet; thence run N 03°40'06" E, a distance of 110.56 feet; thence run N 20°12'50" W, a distance of 5.48 feet; thence run S 77°34'58" W, a distance of 75.64 feet; thence run N 64°03'10" W, a distance of 36.39 feet; thence run S 64°52'20" W, a distance of 98.38 feet; thence run S 45°39'28" W, a distance of 74.67 feet; thence run S 27°02'17" W, a distance of 62.77 feet; thence run S 18°56'53" E, a distance of 29.92 feet; thence run S 12°23'10" W, a distance of 22.20 feet; thence run N 66°45'45" W, a distance of 45.97 feet; thence run N 14°09'35" W, a distance of 75.40 feet; thence run N 58°19'36" W, a distance of 66.22 feet; thence run S 71°32'39" W, a distance of 88.31 feet; thence run S 37°09'59" W, a distance of 65.83 feet; thence run S 01°16'50" E, a distance of 56.12 feet; thence run S 75°02'49" W, a distance of 36.90 feet; thence run N 57°43'50" W, a distance of 73.40 feet; thence run S 86°45'09" W, a distance of 68.92 feet; thence run S 54°34'47" W, a distance of 65.17 feet; thence run S 27°35'51" W, a distance of 79.71 feet; thence run S 20°26'39" W, a distance of 66.60 feet; thence run S 27°42'00" W, a distance of 71.96 feet; thence run S 10°56'30" W, a distance of 16.42 feet; thence run S 81°08'16" W, a distance of 35.28 feet; thence run N 11°27'14" W, a distance of 79.50 feet; thence run N 16°38'15" W, a distance of 79.50 feet; thence

run N 22°05'56" W, a distance of 88.01 feet; thence run N 27°48'09" W, a distance of 82.08 feet; thence run N 14°42'55" W, a distance of 60.87 feet; thence run N 87°55'53" E, a distance of 240.00 feet; thence run N 02°04'07" W, a distance of 120.00 feet; thence run N 02°56'05" W, a distance of 50.01 feet; thence run N 02°04'07" W, a distance of 756.81 feet to a point on the southerly right-of-way line of Wetherbee Road as described and recorded in Official Records Book 9121, Page 1064 and Official Records Book 9121, Page 1134, Public Records of Orange County, Florida; thence run N 89°06'36" E, along the southerly right-of-way line of Wetherbee Road, a distance of 1,158.61 feet; thence, departing said southerly right-of-way line, run S 00°51'02" E, a distance of 401.34 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 89°08'58" W, a distance of 181.91 feet; thence run S 00°51'02" E, a distance of 50.00 feet; thence run S 89°08'58" W, a distance of 15.00 feet to a point of curvature of a curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 00°51'02" E, a distance of 199.66 feet to a point of curvature of a curve, concave easterly, having a radius of 170.00 feet and a central angle of 24°14'55"; thence run southerly, along the arc of said curve, a distance of 71.95 feet to a point of reverse curvature of a curve, having a radius of 390.00 feet and a central angle of 34°00'32"; thence run southerly along the arc of said curve, a distance of 231.49 feet to a point of reverse curvature of a curve, having a radius of 25.00 feet and a central angle of 99°45'37"; thence run southeasterly along the arc of said curve, a distance of 43.53 feet to the end of said curve; thence run S 01°22'31" W, a distance of 50.04 feet; thence run N 89°08'58" E, a distance of 80.56 feet; thence run S 00°51'02" E, a distance of 65.00 feet; thence run S 12°31'59" W, a distance of 120.02 feet; thence run S 04°56'05" E, a distance of 52.25 feet; thence run S 12°49'09" E, a distance of 52.25 feet; thence run S 20°42'12" E, a distance of 52.25 feet; thence run S 28°33'53" E, a distance of 52.11 feet; thence run S 32°56'51" E, a distance of 230.00 feet; thence run S 57°03'09" W, a distance of 95.00 feet; thence run S 24°16'30" E, a distance of 50.58 feet to a point of curvature of a non-tangent curve, concave easterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence on a chord bearing of S 12°03'09" W and a chord distance of 35.36 feet, run southerly, along the arc of said curve, a distance of 39.27 feet to the end of said curve; thence run S 55°54'24" W, a distance of 50.01 feet; thence run S 32°56'51" E, a distance of 91.37 feet to a point of curvature of a curve, concave northeasterly, having a radius of 200.00 feet and a central angle of 01°02'23"; thence run 3.63 feet along the arc of said curve to the end thereof; thence run S 57°03'09" W, a distance of 130.03 feet; thence run S 54°26'19" W, a distance of 116.53 feet; thence run S 38°51'23" W, a distance of 113.68 feet; thence run S 20°13'01" W, a distance of 132.46 feet; thence run S 04°01'48" W, a distance of 61.64 feet; thence run S 00°30'44" E, a distance of 129.65 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 1,025.00 feet; thence, on a chord bearing of S 86°52'33" W and a chord distance of 93.42 feet, run westerly along the arc of said curve, a distance of 93.45 feet, through a central angle of 05°13'26" to the end of said curve; thence run S 02°57'50" W, a distance of 50.50 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 86°13'03"; thence, on a chord bearing of S 41°56'21" W and a chord distance of 34.17 feet, run southerly along the arc of said curve, a distance of 37.62 feet to the point of tangency thereof; thence run S 01°10'10" E, a distance of 99.30 feet to the ***POINT OF BEGINNING***.

Containing 46.44 acres, more or less.

**EXHIBIT B**

**ARTICLES OF INCORPORATION**

# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of RESERVE AT SAWGRASS HOMEOWNERS ASSOCIATION, INC., a Florida corporation, filed on April 26, 2013, as shown by the records of this office.

The document number of this corporation is N13000004027.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capital, this the  
Twenty-ninth day of April, 2013



CR2EO22 (1-11)

*Ken Belzner*

Ken Belzner  
Secretary of State

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SECRETARY OF STATE  
DIVISION OF CORPORATIONS

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**ARTICLES OF INCORPORATION  
OF  
RESERVE AT SAWGRASS HOMEOWNERS ASSOCIATION, INC.**

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, a resident of Florida and of full age, for the purpose of forming a corporation not for profit does hereby certify:

**ARTICLE I**  
**NAME OF CORPORATION**

The name of the corporation shall be Reserve at Sawgrass Homeowners Association, Inc. (the "Association").

**ARTICLE II**  
**PRINCIPAL OFFICE**

The principal office of the Association is located at 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751.

**ARTICLE III**  
**INITIAL REGISTERED OFFICE AND AGENT**

The initial registered office of the Association shall be located at 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751, and the initial registered agent of the Association shall be Nick Gargasz. The Association may change its registered agent or the location of its registered office, or both, from time to time, with amendment of these Articles of Incorporation.

**ARTICLE IV**  
**PURPOSE OF THE ASSOCIATION**

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is organized and for which it is to be operated are to provide for maintenance, preservation, and care of the property of the Association, and to provide architectural control of the residence lots and common area within that certain tract of property (the "Property") described in the Declaration of Covenants, Conditions and Restrictions of Reserve at Sawgrass, recorded or to be recorded in the Office of the Clerk of the Circuit Court, Orange County, Florida (the "Declaration") and as the same may be amended from time to time as therein provided, and to promote the health and welfare of the residents within the Property and any additions thereto as may hereafter be brought within the jurisdiction of this Association for these purposes.

**ARTICLE V**  
**BOARD OF DIRECTORS**

The affairs of the Association shall be managed by a board of not less than three (3) directors nor more than five (5), who need not be members of the Association (the "Board"). The manner in



which the directors are elected or appointed is as stated in the bylaws of the Association (the "Bylaws"). The initial number of directors shall be three (3) and may be changed by amendment of the Bylaws. The names and addresses of the persons who are to act in the capacity of directors until the election of their successors are:

Nick Gargasz	- 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751
Jeremy Camp	- 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751
Roberta Rabatin	- 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751

#### **ARTICLE VI** **POWERS OF THE ASSOCIATION**

The Association shall have all the powers, rights and privileges which a not-for-profit corporation organized under Chapter 617, Florida Statutes, by law may now or hereafter have or exercise.

In addition to the powers set forth above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the Bylaws, as they may be amended from time to time, including, but not limited to, the following:

1. To perform all the duties and obligations of Association set forth in the Declaration and Bylaws, as herein provided.
2. To enforce, by legal action or otherwise, the provisions of the Declaration and Bylaws and of all rules, regulations, covenants, restrictions and agreements governing or binding Association and the Property.
3. To operate, maintain, monitor and manage the common area and surface water management system for the Property including 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, in a manner consistent with the South Florida Water Management District (the "District") permit requirements and applicable District rules; to contract for services to provide for operation and maintenance of the surface water management system facilities if the Association contemplates employing a maintenance company; and to assist in the enforcement of the covenants and restrictions in the Declaration which relate to the surface water management system.
4. To require all owners of residential lots within the Property to be members of the Association.
5. To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the surface water management system.

6. To fix, levy, collect and enforce payment, by any lawful means, of all Assessments pursuant to the terms of the Declaration, these Articles and Bylaws.

7. To pay all operating costs, including, but not limited to, all licenses, taxes or governmental charges levied or imposed against the Property.

8. To own, acquire (by gift, purchase or otherwise), annex, hold, improve, build upon, operate, maintain, convey, grant rights and easements, sell, dedicate, lease, transfer or otherwise dispose of real or personal property in connection with the functions of Association except as limited by the Declaration.

9. To borrow money, and to mortgage, pledge or hypothecate any or all of its real or personal property as security for money or debts incurred.

10. To dedicate, grant, license, lease, concession, create easements upon, sell or transfer all or any part of the Association's property, to any public agency, entity, authority, utility or other person or entity for such purposes and subject to such conditions as it determines and as provided in the Declaration.

11. To participate in mergers and consolidations with other non-profit corporations organized for the same purposes.

12. To establish, adopt, publish, promulgate or enforce rules, regulations, covenants, restrictions or agreements governing the Association, the Property as provided in the Declaration and to effectuate all of the purposes for which the Association is organized.

13. To have and to exercise any and all powers, rights and privileges which a not-for-profit corporation organized under the Laws of the State of Florida may now, or hereafter, have or exercise, and to take any other action necessary for the purposes for which the Association is organized.

14. To employ personnel and retain independent contractors to contract for management of the Association and the Property as provided in the Declaration and to delegate in such contract all or any part of the powers and duties of the Association.

15. To contract for services to be provided to, or for the benefit of, the Association, members of the Association, and the Property as provided in the Declaration such as, but not limited to, telecommunication services, maintenance, garbage pick-up, and utility services.

16. To establish committees and delegate certain of its functions to those committees.

17. To sue and be sued in the name of the Association.

**ARTICLE VII**  
**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 Declaration, including contract sellers, shall be a member of the Association with the voting rights described herein. The foregoing shall not include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

**ARTICLE VIII**  
**VOTING RIGHTS**

The Association shall have two classes of voting membership with the relative rights and preferences as follows:

**Class A:** "Class A Members" shall be all owners of any lot shown upon any recorded plat of the Property (the "Lot" or "Lots"), excluding Developer (as defined in the Declaration). Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot, each such person shall be members, however, the vote for such Lot shall be exercised as they collectively determine, and in no event shall more than one vote be cast with respect to such a Lot.

**Class B:** The "Class B Member" shall be the Developer, who shall be entitled to the total number of votes of all Class A Members from time to time plus one (1) vote; provided, however, that the Class B membership shall cease and convert to Class A membership on the happening of any of the following events, whichever shall first occur:

1. Three (3) months after ninety percent (90%) of the Lots that will ultimately be operated by the Association have been conveyed to Class A Members; or
2. Fifteen (15) years have elapsed since the date of the initial recordation of the Declaration among the public records of Orange County, Florida; or
3. Developer, in its sole and absolute discretion, elects to terminate its Class B membership by written notice of such election delivered to the Association (whereupon the Class A Members shall be obligated to elect the Board and assume control of the Association).

Notwithstanding that there shall be two (2) classes of voting membership in the Association, voting shall be based upon the votes cast by the membership as a whole; not on votes cast by or within each class of voting membership.

**ARTICLE IX**  
**DISSOLUTION**

The Association may be dissolved upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. 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 or to any non-profit corporation, association, or other organization to be used for purposes similar to those for which this Association was created.

In the event of termination, dissolution, or final liquidation of the Association, the responsibility of the Association, if any, for the operation and maintenance of the surface water management system must be transferred to and accepted by an entity which would comply with Section 40, Florida Administrative Code, and be approved in writing by the District prior to such termination, dissolution, or liquidation. 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 utility, and if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the Association.

**ARTICLE X**  
**COMMENCEMENT AND DURATION OF CORPORATE EXISTENCE**

The Association shall commence corporate existence on the date of filing of these Articles of Incorporation with the Florida Secretary of State. The Association shall exist in perpetuity.

**ARTICLE XI**  
**AMENDMENTS**

The Association shall have the right to amend these Articles of Incorporation at any time upon the affirmative vote (in person or by proxy) or written consent or any combination thereof, of members holding not less than two-thirds (2/3) of the total votes of the Association. No amendment shall make any changes in the qualifications for membership nor the voting rights of the members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Lots. No amendment shall be made that is in conflict with Florida law or the Declaration unless the latter is amended to conform to the same.

**ARTICLE XII**  
**BYLAWS**

The Bylaws shall be adopted by the Board at the first meeting of directors, and may be altered, amended or rescinded thereafter in the manner provided in the Bylaws.

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**ARTICLE XIII**  
**INDEMNIFICATION**

In addition to any rights and duties under applicable law, this Association shall indemnify and hold harmless all its directors, officers, employees, and agents, and former directors, officers, employees, and agents from and against all liabilities and obligations, including attorneys fees, incurred in connection with any actions taken or failed to be taken by said directors, officers, employees, and agents in their capacity as such except for willful misconduct or gross negligence.

**ARTICLE XIV**  
**INCORPORATOR**

The name and address of the incorporator of these Articles of Incorporation is:

**Nick Gargas**  
**2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751**

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of Florida, the undersigned, constituting the sole incorporator of this Association, has executed these Articles of Incorporation this 19<sup>th</sup> day of April 2013.

  
Incorporator

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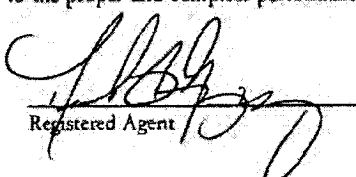
**CERTIFICATE DESIGNATING PLACE OF BUSINESS FOR THE  
SERVICE OF PROCESS WITHIN FLORIDA AND REGISTERED AGENT  
UPON WHOM PROCESS MAY BE SERVED**

In compliance with the laws of Florida, the following is submitted:

Reserve at Sawgrass Homeowners Association, Inc., desiring to organize as a corporation under the laws of the State of Florida with its registered office and principal place of business at 2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751, has named and designated Nick Gargas as its Registered Agent to accept service of process within the State of Florida.

**ACKNOWLEDGEMENT**

Having been named to accept service of process for Reserve at Sawgrass Homeowners Association, Inc., at the place designated in this Certificate, I am familiar with the duties and obligations of a Registered Agent under Florida Law and I hereby agree to act in this capacity and to comply with the provisions of all statutes relating to the proper and complete performance of my duties.

  
Registered Agent

Dated this 19<sup>th</sup> day of Apr. 1 2013.

**EXHIBIT C**

**BYLAWS**

**BYLAWS  
OF  
RESERVE AT SAWGRASS HOMEOWNERS ASSOCIATION, INC.**

**ARTICLE I  
NAME AND LOCATION**

The name of the corporation is **Reserve at Sawgrass Homeowners Association, Inc.** The principal office of the Association shall be located at **2600 Maitland Center Parkway, Suite 262, Maitland, FL 32751** but meetings of members or directors may be held at such places within Florida designated by the board of directors.

**ARTICLE II  
DEFINITIONS**

1. "Articles" shall mean the Articles of Incorporation of Reserve at Sawgrass Homeowners Association, Inc.
2. "Association" shall mean the Reserve at Sawgrass Homeowners Association, Inc., its successors and assigns.
3. "Board" shall mean the board of directors of the Association.
4. "Builder" means an Owner other than the Developer who (a) holds title to a Lot prior to, during and until completion of construction of a Residence thereon (as evidenced by issuance of a certificate of occupancy) and then sells such Residence to an initial third party Owner, (b) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (c) is approved by the Developer in writing as a Builder.
5. "Common Area" shall mean all real property (including the improvements thereon) owned by the Association, if any, or easement areas in favor of the Association, if any, for the common use and enjoyment of the Owners.
6. "Developer" shall mean Beazer Homes Corp., a Tennessee corporation, and its successors and assigns. Developer may assign all or a portion of its rights hereunder. In the event of a partial assignment, the assignee shall be deemed Developer and may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.
7. "Declaration" shall mean the Declaration of Covenants, Conditions and Restrictions of Reserve at Sawgrass recorded or to be recorded in the public records of Orange County, Florida.
8. "Governing Documents" shall mean these Bylaws, the Articles and the Declaration.
9. "Lot" shall mean any plot of land shown as a lot upon any recorded plat of the Property (as hereinafter defined) with the exception of the Common Area.



10. "Member" shall mean those persons entitled to membership as provided in the Declaration.
11. "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Property but excluding those having such interest merely as security for performance of an obligation.
12. "Property" shall mean that certain real property described in the Declaration and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

### **ARTICLE III** **MEMBERS**

1. Qualifications. The qualification of Members, the manner of their admission to membership, changes in membership and the termination of such membership, shall be as set forth in the Declaration and the Articles.
2. Member Roster. The Secretary of the Association shall maintain a roster in the office of the Association showing the names and addresses of the Members as well as optional information such as phone numbers and email addresses. Each Member shall at all times advise the Secretary of any change of address of the Member or any change of ownership of the Member's Lot. The Association shall not be responsible for reflecting any changes until notified of such change in writing.

### **ARTICLE IV** **MEETING OF MEMBERS**

1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held annually. The Board shall determine the date, time and place to hold the annual meeting.
2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of one-fourth (1/4) of the Class A Members who are entitled to vote. The business at any special meeting shall be limited to the items specified in the notice of meeting.
3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice at least fourteen (14) days before such meeting to each Member entitled to vote at such meeting, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. Attendance at any meeting by a Member constitutes waiver of notice by that Member. A Member may waive notice of any meeting at any time, but only by written waiver.

4. Attendance at Meetings. Any person entitled to cast the vote of a Member, and in the event a Lot is owned by more than one (1) person, all co-Owners of such Lot, may attend any meeting of the Members. Any person not expressly authorized to attend a meeting of the Members as set forth above may be excluded from any meeting of the Members by the presiding officer of such meeting. A Member has the right to speak for at least 3 minutes on any agenda item, provided that the Member submits a written request to speak prior to the meeting. The Association may adopt written reasonable rules governing the frequency, duration, and other manner of Member statements.
5. Organization. At each meeting of the Members, the President, or in the President's absence, the Vice President, or their designee, shall act as Chairman of the Meeting. The Secretary or, in the Secretary's absence, any person appointed by the Chairman of the Meeting shall act as Secretary of the meeting.
6. Minutes. The Association shall maintain minutes of each meeting of the Members and the Board in written form or in another form which can be converted into written form within a reasonable time. The minutes shall be kept in a book available for inspection by Members or their authorized representatives in accordance with the requirements of Fla. Stat. 720.303(5) and Article XI hereof. The Association shall retain these minutes for a period of not less than seven (7) years. A vote or abstention from voting on each matter voted upon for each Director present at a Board meeting must be recorded in the minutes.
7. Quorum. At meetings of Members, the presence of Members, in person or by proxy, entitled to cast one-tenth (1/10) of the votes of each class of Membership shall constitute a quorum for any action except as otherwise provided in the Articles, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting of the time, date, and place that the meeting will be reconvened, provided that a quorum is obtained.
8. Proxies. At all meetings of Members, each Member may vote in person or by proxy duly appointed in writing which bears a date not more than three (3) months prior to such meeting. All proxies shall be in writing, shall comply with the requirements of Chapter 720, Florida Statutes, as amended from time to time and shall be filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of their Lot.
9. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the meetings of Members when not in conflict with the Governing Documents, Chapter 720, Florida Statutes or Chapter 617, Florida Statutes.

**ARTICLE V**  
**BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE**

1. **Number.** The affairs of this Association shall be managed by a board of a minimum of three (3) and a maximum of seven (7) directors. The number of directors shall always consist of an odd number.
2. **Term of Office.** At the annual meetings of the Members, the Members, when entitled, shall elect directors for a term of one (1) year or until the next annual meeting of the Members whichever is later. The term of each director's services shall extend until the next annual Members meeting and until their successor is duly elected and qualified, or until he is removed in the manner elsewhere provided. The initial Directors shall be appointed by and shall serve at the pleasure of the Developer and shall serve for 1 year terms until the Turnover. Prior to the Turnover, the Developer may increase the size of the Board and permit 1 or more non-Developer directors to be elected to 1 year terms in accordance with the applicable provisions of the Act, provided that the Developer's appointees shall retain a majority of the seats on the Board. Directors appointed by the Developer need not be members.
3. **Removal.** Any director may be removed from the Board, with or without cause, by the vote or agreement in writing of a majority of the Members of the Association. In the event of death, resignation or removal of a director, their successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of their predecessor.
4. **Compensation.** Directors shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.
5. **Nominations; Election Procedure.** Not less than sixty (60) days in advance of any election, the Association shall send all Class "A" Members a First Notice of Election which sets forth the date, time and location of the election. All eligible candidates may nominate themselves by returning a notice of intent to be a candidate, which notice of intent must be received by the Association not less than forty (40) days prior to the election. Any eligible candidate may include a resume, not to exceed one side of an 8 1/2" x 11" sheet of paper, which must be received by the Association not less than forty (40) days prior to the election.

Not more than thirty (30) days, nor less than fourteen (14) days prior to the election, the Association shall send all Class "A" Members a Second Notice of Election, an election ballot containing the names of all candidates in alphabetical order by surname, any candidates resumes, and an inner and outer envelope. After personally checking off the names of his or her preferred candidates, the Class "A" Member shall place the election ballot in the inner envelope and place same in the outer envelope. The Class "A" Member shall then seal the outer envelope, fill in his name and address in the space provided, and then sign his or her name on the envelope in the space provided and return it to the Association prior to the closing of the polls at the election, either by mail or hand delivery. Upon receipt by the Association, no election ballot may be changed or rescinded. The Association may, in advance of mailing the Second Notice, place any identifying information on the outer

envelope in lieu of the Class "A" Member filling in his name and address, but the Class "A" Member must sign the outer envelope. The Association may verify the information on the outer envelope in advance of the election, but no outer envelope shall be opened in advance of the closing of the polls at the election. Any outer envelope not containing the signature of the eligible voter for the particular Lot shall be disregarded. The collection of any ballots not yet cast, acceptance of any nominations from the floor (but only if nominations from the floor must be accepted pursuant to Chapter 720, Florida Statutes), and closing of the polls shall be the first order of business at the election. Directors shall be elected by a plurality of the votes cast and there shall be appurtenant to each Class "A" Member as many votes for Directors as there are Directors to be elected, but no Class "A" Member may cast more than one vote for any candidate. It is the intent hereof that voting for the Directors shall be non-cumulative. The quorum requirement for an election of Directors shall be twenty percent (20%) of the Class "A" Members.

#### **ARTICLE VI** **MEETINGS OF DIRECTORS**

1. **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. Meetings of the directors shall be open to all Members and notices of such meetings shall be posted in a conspicuous place on the Association property at least forty-eight (48) hours in advance of a meeting, except in emergency. Notice of any meeting in which assessments against Lots are to be established shall specifically contain a statement that assessments shall be considered and a statement of the nature of such assessments.
2. **Special Meetings.** Special meetings of the Board shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.
3. **Quorum.** A majority of the directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting, at which a quorum is present, shall be regarded as the act of the Board.
4. **Minutes of Meetings.** The minutes shall be kept in a book available for inspection by Members or their authorized representatives in accordance with the requirements of Fla. Stat. 720.303(5) and Article XI hereof.

#### **ARTICLE VII** **POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

1. **Powers.** The Board shall have power to:
  - A. Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for any infraction thereof.

- B. Suspend the voting rights and right to use of the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.
- C. Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of the Governing Documents.
- D. Employ a manager, an independent contractor, and such other employees as they deem necessary, and to prescribe their duties.
- E. Appoint by resolution, committees as from time to time may be deemed necessary which may exercise such powers, duties and functions as may be determined by the Board, which may include any powers which may be exercised by the Board.

2. Duties. It shall be the duty of the Board to:

- A. Cause to be kept minutes of all meetings of the Members and Board.
- B. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.
- C. As more fully provided in the Declaration, to:
- D. Fix the amount of the annual assessment against each Lot.
- E. Send written notice of each assessment to every Owner in advance of each annual assessment period.
- F. Foreclose the lien against any property for which assessments are not paid or to bring an action at law against the owner personally obligated to pay the same.
- G. Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment.
- H. Procure and maintain adequate liability and hazard insurance on property owned by the Association.
- I. Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate.

- J. Cause the Common Area to be maintained.
- K. Supervise and ensure the making of necessary repairs, additions and improvements to, or alterations of the Property.
- L. Maintain bank accounts on behalf of the Association and designate signatories required therefor.
- M. Enter into and upon any portion of the Property, including any Lot(s), when necessary to maintain, care and preserve any real or personal property in the event the respective Owner fails to do so.
- N. Perform all duties and obligations of the Association as set forth in the Governing Documents and as otherwise provided by statute or law, and all powers incidental thereto or implied therefrom.

#### **ARTICLE VIII** **OFFICERS AND THEIR DUTIES**

1. Enumeration of Offices. The officers of this Association shall be a President and Vice-President, who shall at all times be Members of the Board, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.
2. Election of Officers. The election of officers shall take place at the first meeting of the Board following each annual meeting of the Members.
3. Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve.
4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.
5. Resignation and Removal. Any Officer may be removed from office, with or without cause, by the Board. Any Officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time as specified, and unless otherwise specified, the acceptance of such resignation shall not be necessary to make it effective.
6. Vacancies. A vacancy in any office shall be filled by appointment by the Board. The Officer appointed to such vacancy shall serve for the remainder of the term of the Officer he replaces.

7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special appointments created pursuant to Section 4 of this Article.

8. Duties. The duties of the officers are as follows:

- A. President. The President shall preside at all meetings of the Board; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments.
- B. Vice-President. The Vice-President shall act in the place and stead of the President in the event of their absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.
- C. Secretary. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.
- D. Treasurer. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures and deliver a copy of each to each of the Members.

#### **ARTICLE IX** **INDEMNIFICATION**

The directors and officers of the Association shall be indemnified by the Association to the fullest extent now or hereinafter permitted by law and shall not be personally liable for any act, debt, liability or other obligation of the Association. Similarly, Members are not personally liable for any act, debt, liability or obligation of the Association. A Member may become liable to the Association for dues, assessments or fee as provided by law.

#### **ARTICLE X** **COMMITTEES**

The Board may appoint a committee or committees as deemed appropriate in carrying out its purpose.

**ARTICLE XI**  
**BOOKS AND RECORDS**

The books, records and papers of the Association will be made available for inspection in accordance with the requirements of Fla. Stat. 720.303(5) by any Member within 10 business days after receipt by the Association or its designee of a written request. The Association may adopt reasonable written rules governing the frequency, time, location, notice, records to be inspected, and manner of inspections.

**ARTICLE XII**  
**CORPORATE SEAL**

The Association shall have a seal in circular form having within its circumference the words: Reserve at Sawgrass Homeowners Association, Inc., the year "2013" and the words "Corporation Not-For-Profit". The seal may be used by causing it, or a facsimile thereof, to be impressed, affixed or otherwise reproduced upon any instrument or document executed in the name of the Association.

**ARTICLE XIII**  
**AMENDMENTS**

These Bylaws may be amended at a regular or special meeting of the Members by a vote of a majority of the Owners present. Notwithstanding the foregoing, the Developer specifically reserves the right to amend these Bylaws in order to comply with the requirements of the South Florida Water Management District or any other governmental agency.

**ARTICLE XIV**  
**FISCAL MATTERS**

The provisions for fiscal management of the Association set forth in the Declaration shall be supplemented by the following provisions:

1. **Depository.** The Association shall maintain its funds in such financial institutions authorized to do business in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board.
2. **Budget.** The Board of Directors shall adopt a budget of common expenses for each fiscal year in accordance with the Declaration. Written notice must be provided to the Members at least fourteen (14) days before the Board's budget meeting, and the agenda must refer to the Board's consideration of adoption of the budget at the meeting.
3. **Assessments.** Assessments based on the adopted budget shall be paid either monthly, quarterly, or annually, as determined by the Board. Failure to send or receive notice of assessments shall not excuse the obligation to pay. If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a budget is adopted and pro rata



Assessments are calculated, at which time any overage or shortage shall be added or subtracted from each unit's next due installment.

4. Special Assessments. Special Assessments may be levied in accordance with the Declaration. Special Assessments shall be due on the day specified in the resolution of the Board approving such Special Assessments. A special assessment may not be considered at a Board meeting unless a written notice of the meeting is provided to each member at least fourteen (14) days before the meeting, which notice includes a statement that a special assessment will be considered at the meeting and the nature of the special assessment. Written notice of any meeting at which special assessments will be considered must be mailed, delivered, or electronically transmitted (to the extent permitted by law) to the members and posted conspicuously in the Properties or broadcast on closed-circuit television not less than fourteen (14) days before the meeting.

5. Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all other persons having access to or control of Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be a common expense.

6. Financial Reporting. Within 90 days following the end of the fiscal year, the Association written notice that a copy of the financial report is available upon request at no charge to the Member. The financial report shall be prepared in accordance with Section 720.303(7), Florida Statutes.

7. Fiscal Year. The fiscal year shall be the calendar year, unless modified by the Board of Directors.

## **ARTICLE XV** **MISCELLANEOUS**

1. Partial Invalidity. If any of the provisions of these Bylaws shall be or become unenforceable at law or in equity, the remaining provisions shall, nevertheless, be and remain in full force and effect.

2. Conflicts. In the event of any conflict, any applicable Florida statute, the Declaration, Articles, Bylaws and the rules and regulations of the Association shall govern, in that order.

3. Captions. Captions are utilized only as a matter of convenience and for reference, and in no way are intended to or shall define, limit or describe the scope of these Bylaws or the intent of any provision.


**CERTIFICATION**

I, the undersigned, do hereby certify:

**THAT** I am the duly elected and acting Secretary of Reserve at Sawgrass Homeowners Association, Inc., a Florida corporation not for profit; and

**THAT** the foregoing Bylaws constitute the original Bylaws of the Association, as duly adopted by consent of the Board.

**IN WITNESS WHEREOF**, I have hereunto subscribed my name and affixed the seal of the Association this 2<sup>nd</sup> day of OCTOBER 2013.

  
Secretary

**EXHIBIT D**

**LEGAL DESCRIPTION OF THE ADDITIONAL PROPERTY**

*Legal Description*

A portion of Sections 19 and 20, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Northeast 1/4 of said Section 19; thence run S 89°53'04" W, a distance of 125.02 feet to the POINT OF BEGINNING; thence continue S 89°53'04" W, a distance of 1280.01 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 401.28 feet and a central angle of 16°00'30"; thence on a chord bearing of N 07°53'19" E and a chord distance of 111.75 feet, run 112.12 feet along the arc of said curve to the point of tangency thereof; thence run N 15°53'34" E, a distance of 81.20 feet to a point of curvature of a curve, concave northwesterly, having a radius of 862.00 feet; thence run northerly, along the arc of said curve, a distance of 15.30 feet through a central angle of 01°01'02" to the cusp of a non-tangent curve, concave northeasterly, having a radius of 25.00 feet; thence, on a chord bearing of S 37°37'12" E and a chord distance of 39.67 feet, run southeasterly along the arc of said curve, a distance of 45.81 feet, through a central angle of 104°59'28" to the point of tangency thereof; thence run N 89°53'04" E, a distance of 105.51 feet; thence run N 09°57'59" E, a distance of 132.04 feet; thence run N 04°11'47" E, a distance of 191.32 feet; thence run N 10°16'39" W, a distance of 67.12 feet; thence run N 02°04'07" W, a distance of 140.00 feet; thence run S 87°55'53" W, a distance of 120.00 feet; thence run N 02°04'07" W, a distance of 195.00 feet to a point of curvature of a non-tangent curve, concave northeasterly, having a radius of 25.00 feet; thence, on a chord bearing of S 47°04'07" E and a chord distance of 35.36 feet, run southeasterly along the arc of said curve, a distance of 39.27 feet, through a central angle of 90°00'00" to the point of tangency thereof; thence run N 87°55'53" E, a distance of 97.00 feet; thence run N 02°04'07" W, a distance of 345.73 feet; thence run N 09°19'27" W, a distance of 66.75 feet; thence run N 14°49'04" W, a distance of 60.62 feet; thence run N 20°47'19" W, a distance of 60.63 feet; thence run N 26°45'35" W, a distance of 60.63 feet; thence run N 32°43'50" W, a distance of 108.65 feet; thence run N 02°04'07" W, a distance of 1,048.00 feet to a point on the southerly right-of-way line of Wetherbee Road as described and recorded in Official Records Book 9121, Page 1064 and Official Records Book 9121, Page 1134, Public Records of Orange County, Florida; said point being a point on a non-tangent curve, concave southerly, having a radius of 11,409.00 feet and a central angle of 00°40'37"; thence run easterly, along the southerly right-of-way line of Wetherbee Road the following two (2) courses and distances; on a chord bearing of N 88°46'14" E and a chord distance of 134.77 feet, run 134.77 feet along the arc of said curve to the point of tangency thereof; thence run N 89°06'32" E, a distance of 1,563.94 feet; thence, departing said southerly right-of-way line, run S 00°51'02" E, a distance of 401.34 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 89°08'58" W, a distance of 181.91 feet; thence run S 00°51'02" E, a distance of 50.00 feet; thence run S 89°08'58" W, a distance of 15.00 feet to a point of curvature of a curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 00°51'02" E, a distance of 199.66 feet to a point of curvature of a curve, concave easterly, having a radius of 120.00 feet and a central angle of 24°14'55"; thence run southerly, along the arc of said curve, a distance of 71.95 feet to a point of reverse curvature of a curve, having a radius of 390.00 feet and a central angle of 34°00'32"; thence run southerly along the arc of said curve, a distance of 231.49 feet to a point of reverse curvature of a curve, having a radius of 25.00 feet and a central angle of 99°45'37"; thence run southeasterly along the arc of said curve, a distance of 43.53 feet to the end of said curve; thence run S 01°22'31" W, a distance of 50.04 feet; thence run N 89°08'58" E, a distance of 80.56 feet; thence run S 00°51'02" E, a distance of 65.00 feet; thence run S 12°31'59" W, a distance of 120.02 feet; thence run S 04°56'05" E, a distance of 52.25 feet; thence run S 12°49'09" E, a distance of 52.25 feet; thence run S 20°42'12" E, a distance of 52.25 feet; thence run S 28°33'53" E, a distance of 52.11 feet; thence run S 32°56'51" E, a distance of 230.00 feet; thence run S 57°03'09" W, a distance of 95.00 feet; thence run S 24°16'30" E, a distance of 50.38 feet to a point of curvature of a non-tangent curve, concave easterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence on a chord bearing of S 12°03'09" W and a chord distance of 35.36 feet, run southerly, along the arc of said curve, a distance of 39.27 feet to the end of said curve; thence run S 55°54'24" W, a distance of 50.01 feet; thence run S 32°56'51" E, a distance of 91.37 feet to a point of curvature of a curve, concave northeasterly, having a radius of 200.00 feet and a central angle of 01°02'23"; thence run 3.63 feet along the arc of said curve to the end thereof; thence run S 57°03'09" W, a distance of 130.03 feet; thence run S 54°26'19" W, a distance of 116.53 feet; thence run S 38°51'23" W, a distance of 113.68 feet; thence run S 20°13'01" W, a distance of 132.48 feet; thence run S 04°01'48" W, a distance of 61.64 feet; thence run S 00°36'44" E, a distance of 129.65 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 1,025.00 feet; thence, on a chord bearing of S 86°52'33" W and a chord distance of 93.42 feet, run westerly along the arc of said curve, a distance of 93.45 feet, through a central angle of 05°13'26" to the end of said curve; thence run S 02°57'50" W, a distance of 50.50 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 86°13'03"; thence, on a chord bearing of S 41°56'21" W and a chord distance of 34.17 feet, run southerly along the arc of said curve, a distance of 37.62 feet to the point of tangency thereof; thence run S 01°10'10" E, a distance of 99.30 feet to the POINT OF BEGINNING.

Containing 87.67 acres, more or less.

TOGETHER WITH:

BEGIN at the southwest corner of the Northwest 1/4 of said Section 20; thence run N 89°52'11" E, along the south line of the Northwest 1/4 of said Section 20, a distance of 1335.67 feet to a point on the east line of the West 1/2 of the Northwest 1/4 of said Section 20; thence run N 00°51'40" W, along the east line of the West 1/2 of the Northwest 1/4 of said Section 20, a distance of 2643.22 feet to a point on the southerly right-of-way line of Wetherbee Road as described and recorded in Official Records Book 9121, Page 1064 and Official Records Book 9121, Page 1134, Public Records of Orange County, Florida; said point being a point on a non-tangent curve, concave southerly, having a radius of 11,409.00 feet; thence run westerly, along the southerly right-of-way line of Wetherbee Road, the following three (3) courses and distances; on a chord bearing of S 88°01'45" W and a chord distance of 459.67 feet, run along the arc of said curve a distance of 459.70 feet through a central angle of 02°18'31" to a point of reverse curvature of a curve, having a radius of 11,509.00 and a central angle of 02°14'03"; thence run westerly along the arc of said curve a distance of 448.76 feet to the point of tangency thereof; thence run S 89°06'32" W, a distance of 91.79 feet; thence, departing the southerly right-of-way line of Wetherbee Road, run S 00°51'02" E, a distance of 401.34 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 89°08'58" W, a distance of 181.91 feet; thence run S 00°51'02" E, a distance of 50.00 feet; thence run S 89°08'58" W, a distance of 15.00 feet to a point of curvature of a curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 00°51'02" E, a distance of 199.66 feet to a point of curvature of a curve, concave easterly, having a radius of 170.00 feet and a central angle of 24°14'55"; thence run southerly, along the arc of said curve, a distance of 71.95 feet to a point of reverse curvature of a curve, having a radius of 390.00 feet and a central angle of 34°00'32"; thence run southerly along the arc of said curve, a distance of 231.49 feet to a point of reverse curvature of a curve, having a radius of 25.00 feet and a central angle of 99°45'37"; thence run southeasterly along the arc of said curve, a distance of 43.53 feet to the end of said curve; thence run S 01°22'31" W, a distance of 50.04 feet; thence run N 89°08'58" E, a distance of 80.56 feet; thence run S 00°51'02" E, a distance of 65.00 feet; thence run S 12°31'59" W, a distance of 120.02 feet; thence run S 04°56'05" E, a distance of 52.25 feet; thence run S 12°49'09" E, a distance of 52.25 feet; thence run S 20°42'12" E, a distance of 52.25 feet; thence run S 28°33'53" E, a distance of 52.11 feet; thence run S 32°56'51" E, a distance of 230.00 feet; thence run S 57°03'09" W, a distance of 95.00 feet; thence run S 24°16'30" E, a distance of 50.58 feet to a point of curvature of a non-tangent curve, concave easterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence on a chord bearing of S 12°03'09" W and a chord distance of 35.36 feet, run southerly, along the arc of said curve, a distance of 39.27 feet to the end of said curve; thence run S 55°54'24" W, a distance of 50.01 feet; thence run S 32°56'51" E, a distance of 91.37 feet to a point of curvature of a curve, concave northeasterly, having a radius of 200.00 feet and a central angle of 01°02'23"; thence run 3.63 feet along the arc of said curve to the end thereof; thence run S 57°03'09" W, a distance of 130.03 feet; thence run S 54°26'19" W, a distance of 116.53 feet; thence run S 38°51'23" W, a distance of 113.68 feet; thence run S 20°13'01" W, a distance of 132.46 feet; thence run S 04°01'48" W, a distance of 61.64 feet; thence run S 00°30'44" E, a distance of 129.65 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 1,025.00 feet; thence, on a chord bearing of S 86°52'33" W and a chord distance of 93.42 feet, run westerly along the arc of said curve, a distance of 93.45 feet, through a central angle of 05°13'26" to the end of said curve; thence run S 02°57'50" W, a distance of 50.50 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 86°13'03"; thence, on a chord bearing of S 41°56'21" W and a chord distance of 34.17 feet, run southerly along the arc of said curve, a distance of 37.62 feet to the point of tangency thereof; thence run S 01°10'10" E, a distance of 99.30 feet; thence run N 89°53'04" E, a distance of 125.02 feet to the POINT OF BEGINNING.

**LESS AND EXCEPT:**

A portion of Sections 19 and 20, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the southeast corner of the Northeast 1/4 of said Section 19; thence run S 89°53'04" W, a distance of 125.02 feet for the ***POINT OF BEGINNING***; thence continue S 89°53'04" W, a distance of 156.33 feet; thence run N 00°06'56" W, a distance of 120.00 feet; thence run N 89°53'04" E, a distance of 77.57 feet; thence run N 02°10'56" W, a distance of 52.03 feet; thence run S 89°53'04" W, a distance of 102.27 feet; thence run N 00°06'56" W, a distance of 124.69 feet; thence run S 86°03'10" W, a distance of 70.16 feet; thence run S 89°53'04" W, a distance of 155.00 feet; thence run N 00°06'56" W, a distance of 8.92 feet; thence run N 15°46'46" W, a distance of 88.81 feet; thence run N 47°15'10" W, a distance of 176.26 feet; thence run N 37°29'41" E, a distance of 44.64 feet; thence run N 02°57'32" E, a distance of 116.60 feet; thence run N 28°48'58" E, a distance of 86.86 feet; thence run N 17°26'35" E, a distance of 22.37 feet; thence run N 72°35'47" E, a distance of 87.97 feet; thence run N 23°25'29" E, a distance of 43.87 feet; thence run N 66°30'50" E, a distance of 35.36 feet; thence run N 50°30'16" E, a distance of 79.27 feet; thence run N 26°02'49" E, a distance of 63.28 feet; thence run N 17°35'48" E, a distance of 117.58 feet; thence run N 06°25'46" W, a distance of 40.78 feet; thence run N 33°11'30" W, a distance of 72.38 feet; thence run N 59°32'40" W, a distance of 70.49 feet; thence run S 75°49'23" W, a distance of 133.59 feet; thence run S 35°12'47" W, a distance of 83.88 feet; thence run N 89°49'49" W, a distance of 6.28 feet; thence run N 61°01'53" W, a distance of 14.98 feet; thence run N 00°27'11" E, a distance of 50.19 feet; thence run N 05°00'48" E, a distance of 73.84 feet; thence run N 25°04'20" E, a distance of 100.34 feet; thence run N 09°48'53" E, a distance of 72.91 feet; thence run N 00°29'27" W, a distance of 66.95 feet; thence run N 65°46'35" E, a distance of 32.23 feet; thence run N 80°17'02" E, a distance of 15.35 feet; thence run S 81°47'55" E, a distance of 40.11 feet; thence run S 64°11'31" E, a distance of 53.95 feet; thence run N 15°11'02" E, a distance of 48.02 feet; thence run S 89°24'44" E, a distance of 51.07 feet; thence run S 30°28'03" W, a distance of 21.82 feet; thence run S 71°09'28" E, a distance of 115.17 feet; thence run S 85°43'19" E, a distance of 84.41 feet; thence run N 83°47'14" E, a distance of 42.31 feet; thence run N 38°51'39" E, a distance of 74.37 feet; thence run N 22°54'49" E, a distance of 44.56 feet; thence run N 11°26'13" E, a distance of 96.34 feet; thence run N 03°40'06" E, a distance of 110.56 feet; thence run N 20°12'50" W, a distance of 5.48 feet; thence run S 77°34'58" W, a distance of 75.64 feet; thence run N 64°03'10" W, a distance of 36.39 feet; thence run S 64°52'20" W, a distance of 98.38 feet; thence run S 45°39'28" W, a distance of 74.67 feet; thence run S 27°02'17" W, a distance of 62.77 feet; thence run S 18°56'53" E, a distance of 29.92 feet; thence run S 12°23'10" W, a distance of 22.20 feet; thence run N 66°45'45" W, a distance of 45.97 feet; thence run N 14°09'35" W, a distance of 75.40 feet; thence run N 58°19'36" W, a distance of 66.22 feet; thence run S 71°32'39" W, a distance of 88.31 feet; thence run S 37°09'59" W, a distance of 65.83 feet; thence run S 01°16'50" E, a distance of 56.12 feet; thence run S 75°02'49" W, a distance of 36.90 feet; thence run N 57°43'50" W, a distance of 73.40 feet; thence run S 86°45'09" W, a distance of 68.92 feet; thence run S 54°34'47" W, a distance of 65.17 feet; thence run S 27°35'51" W, a distance of 79.71 feet; thence run S 20°26'39" W, a distance of 66.60 feet; thence run S 27°42'00" W, a distance of 71.96 feet; thence run S 10°56'30" W, a distance of 16.42 feet; thence run S 81°08'16" W, a distance of 35.28 feet; thence run N 11°27'14" W, a distance of 79.50 feet; thence run N 16°38'15" W, a distance of 79.50 feet; thence run N 22°05'56" W, a distance of 88.01 feet; thence run N 27°48'09" W, a distance of 82.08 feet;

thence run N 14°42'55" W, a distance of 60.87 feet; thence run N 87°55'53" E, a distance of 240.00 feet; thence run N 02°04'07" W, a distance of 120.00 feet; thence run N 02°56'05" W, a distance of 50.01 feet; thence run N 02°04'07" W, a distance of 756.81 feet to a point on the southerly right-of-way line of Wetherbee Road as described and recorded in Official Records Book 9121, Page 1064 and Official Records Book 9121, Page 1134, Public Records of Orange County, Florida; thence run N 89°06'36" E, along the southerly right-of-way line of Wetherbee Road, a distance of 1,158.61 feet; thence, departing said southerly right-of-way line, run S 00°51'02" E, a distance of 401.34 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 89°08'58" W, a distance of 181.91 feet; thence run S 00°51'02" E, a distance of 50.00 feet; thence run S 89°08'58" W, a distance of 15.00 feet to a point of curvature of a curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 39.27 feet to the point of tangency thereof; thence run S 00°51'02" E, a distance of 199.66 feet to a point of curvature of a curve, concave easterly, having a radius of 170.00 feet and a central angle of 24°14'55"; thence run southerly, along the arc of said curve, a distance of 71.95 feet to a point of reverse curvature of a curve, having a radius of 390.00 feet and a central angle of 34°00'32"; thence run southerly along the arc of said curve, a distance of 231.49 feet to a point of reverse curvature of a curve, having a radius of 25.00 feet and a central angle of 99°45'37"; thence run southeasterly along the arc of said curve, a distance of 43.53 feet to the end of said curve; thence run S 01°22'31" W, a distance of 50.04 feet; thence run N 89°08'58" E, a distance of 80.56 feet; thence run S 00°51'02" E, a distance of 65.00 feet; thence run S 12°31'59" W, a distance of 120.02 feet; thence run S 04°56'05" E, a distance of 52.25 feet; thence run S 12°49'09" E, a distance of 52.25 feet; thence run S 20°42'12" E, a distance of 52.25 feet; thence run S 28°33'53" E, a distance of 52.11 feet; thence run S 32°56'51" E, a distance of 230.00 feet; thence run S 57°03'09" W, a distance of 95.00 feet; thence run S 24°16'30" E, a distance of 50.58 feet to a point of curvature of a non-tangent curve, concave easterly, having a radius of 25.00 feet and a central angle of 90°00'00"; thence on a chord bearing of S 12°03'09" W and a chord distance of 35.36 feet, run southerly, along the arc of said curve, a distance of 39.27 feet to the end of said curve; thence run S 55°54'24" W, a distance of 50.01 feet; thence run S 32°56'51" E, a distance of 91.37 feet to a point of curvature of a curve, concave northeasterly, having a radius of 200.00 feet and a central angle of 01°02'23"; thence run 3.63 feet along the arc of said curve to the end thereof; thence run S 57°03'09" W, a distance of 130.03 feet; thence run S 54°26'19" W, a distance of 116.53 feet; thence run S 38°51'23" W, a distance of 113.68 feet; thence run S 20°13'01" W, a distance of 132.46 feet; thence run S 04°01'48" W, a distance of 61.64 feet; thence run S 00°30'44" E, a distance of 129.65 feet to a point of curvature of a non-tangent curve, concave southerly, having a radius of 1,025.00 feet; thence, on a chord bearing of S 86°52'33" W and a chord distance of 93.42 feet, run westerly along the arc of said curve, a distance of 93.45 feet, through a central angle of 05°13'26" to the end of said curve; thence run S 02°57'50" W, a distance of 50.50 feet to a point of curvature of a non-tangent curve, concave southeasterly, having a radius of 25.00 feet and a central angle of 86°13'03"; thence, on a chord bearing of S 41°56'21" W and a chord distance of 34.17 feet, run southerly along the arc of said curve, a distance of 37.62 feet to the point of tangency thereof; thence run S 01°10'10" E, a distance of 99.30 feet to the **POINT OF BEGINNING**.

Containing 46.44 acres, more or less.



**SOUTH FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
STANDARD PERMIT NO. 48-01434-P-04  
DATE ISSUED: March 22, 2013**

Form #0941  
08/95

**PERMITTEE:** BEAZER HOMES CORPORATION  
2600 MAITLAND CENTER PKWY STE 262  
MAITLAND, FL 32751

**PROJECT DESCRIPTION:** Modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve 87.68 acres of a residential project known as Yates PD - Parcel 2.

**PROJECT LOCATION:** ORANGE COUNTY, SEC 20 TWP 24S RGE 30E

**PERMIT DURATION:** See Special Condition No:1. Pursuant to Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No. 121113-16, dated November 13, 2012. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40, Florida Administrative Code (F.A.C.).

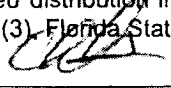
Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 17 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 22nd day of March, 2013, in accordance with Section 120.60(3), Florida Statutes.

BY:   
Charles Walter, P.G.  
Regulatory Administrator  
Orlando Service Center

2013 MAR 22 PM 4:13



**ENVIRONMENTAL RESOURCE PERMIT****CHAPTER 40E-4 (10/95)****40E-4.321 Duration of Permits**

(1) Unless revoked or otherwise modified the duration of an environmental resource permit issued under this chapter or Chapter 40E-40, F.A.C. is as follows:

(a) For a conceptual approval, two years from the date of issuance or the date specified as a condition of the permit, unless within that period an application for an individual or standard general permit is filed for any portion of the project. If an application for an environmental resource permit is filed, then the conceptual approval remains valid until final action is taken on the environmental resource permit application. If the application is granted, then the conceptual approval is valid for an additional two years from the date of issuance of the permit. Conceptual approvals which have no individual or standard general environmental resource permit applications filed for a period of two years shall expire automatically at the end of the two year period.

(b) For a conceptual approval filed concurrently with a development of regional impact (DRI) application for development approval (ADA) and a local government comprehensive plan amendment, the duration of the conceptual approval shall be two years from whichever one of the following occurs at the latest date:

1. the effective date of the local government's comprehensive plan amendment.
2. the effective date of the local government development order.
3. the date on which the District issues the conceptual approval, or
4. the latest date of the resolution of any Chapter 120.57, F.A.C., administrative proceeding or other legal appeals.

(c) For an individual or standard general environmental resource permit, five years from the date of issuance or such amount of time as made a condition of the permit.

(d) For a noticed general permit issued pursuant to chapter 40-E-400, F.A.C., five years from the date the notice of intent to use the permit is provided to the District.

(2)(a) Unless prescribed by special permit condition, permits expire automatically according to the timeframes indicated in this rule. If application for extension is made in writing pursuant to subsection (3), the permit shall remain in full force and effect until:

1. the Governing Board takes action on an application for extension of an individual permit,

or

2. staff takes action on an application for extension of a standard general permit.

(b) Installation of the project outfall structure shall not constitute a vesting of the permit.

(3) The permit extension shall be issued provided that a permittee files a written request with the District showing good cause prior to the expiration of the permit. For the purpose of this rule, good cause shall mean a set of extenuating circumstances outside of the control of the permittee. Requests for extensions, which shall include documentation of the extenuating circumstances and how they have delayed this project, will not be accepted more than 180 days prior to the expiration date.

(4) Substantial modifications to Conceptual Approvals will extend the duration of the Conceptual Approval for two years from the date of issuance of the modification. For the purposes of this section, the term "substantial modification" shall mean a modification which is reasonably expected to lead to substantially different water resource or environmental impacts which require a detailed review.

(5) Substantial modifications to individual or standard general environmental resource permits issued pursuant to a permit application extend the duration of the permit for three years from the date of issuance of the modification. Individual or standard general environmental resource permit modifications do not extend the duration of a conceptual approval.

(6) Permit modifications issued pursuant to subsection 40E-4.331(2)(b), F.A.C. (letter modifications) do not extend the duration of a permit.

(7) Failure to complete construction or alteration of the surface water management system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization in order to continue construction unless a permit extension is granted.

Specific authority 373.044, 373.113 F.S. Law Implemented 373.413, 373.416, 373.419, 373.426 F.S. History—New 9-3-81, Amended 1-31-82, 12-1-82, Formerly 16K-4.07(4), Amended 7-1-86, 4/20/94, Amended 7-1-86, 4/20/94, 10-3-95

**GENERAL CONDITIONS**

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.
2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.
3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.
4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.
5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.
6. Within 30 days after completion of construction of the permitted activity, the permittee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.
7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to

**GENERAL CONDITIONS**

be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use 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 the phase or portion of the system to a local government or other responsible entity.
9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.
10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.
11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..
12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.
13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.
14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities

#### GENERAL CONDITIONS

which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

15. 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 Section 373.421(2), F.S., provides otherwise.
16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.
17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.
18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.
19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

### SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on March 22, 2018.  
The construction phase of this permit shall expire on March 22, 2018.
2. Operation of the surface water management system shall be the responsibility of SAWGRASS PLANTATION MASTER HOMEOWNERS ASSOCIATION. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.
3. Discharge Facilities:  
  
See Exhibit 3, page 7 of 7.
4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.
5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.
6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.
7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.
8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.
9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.
10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.
11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.
12. The permittee acknowledges that, pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.
13. If 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, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such

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### **SPECIAL CONDITIONS**

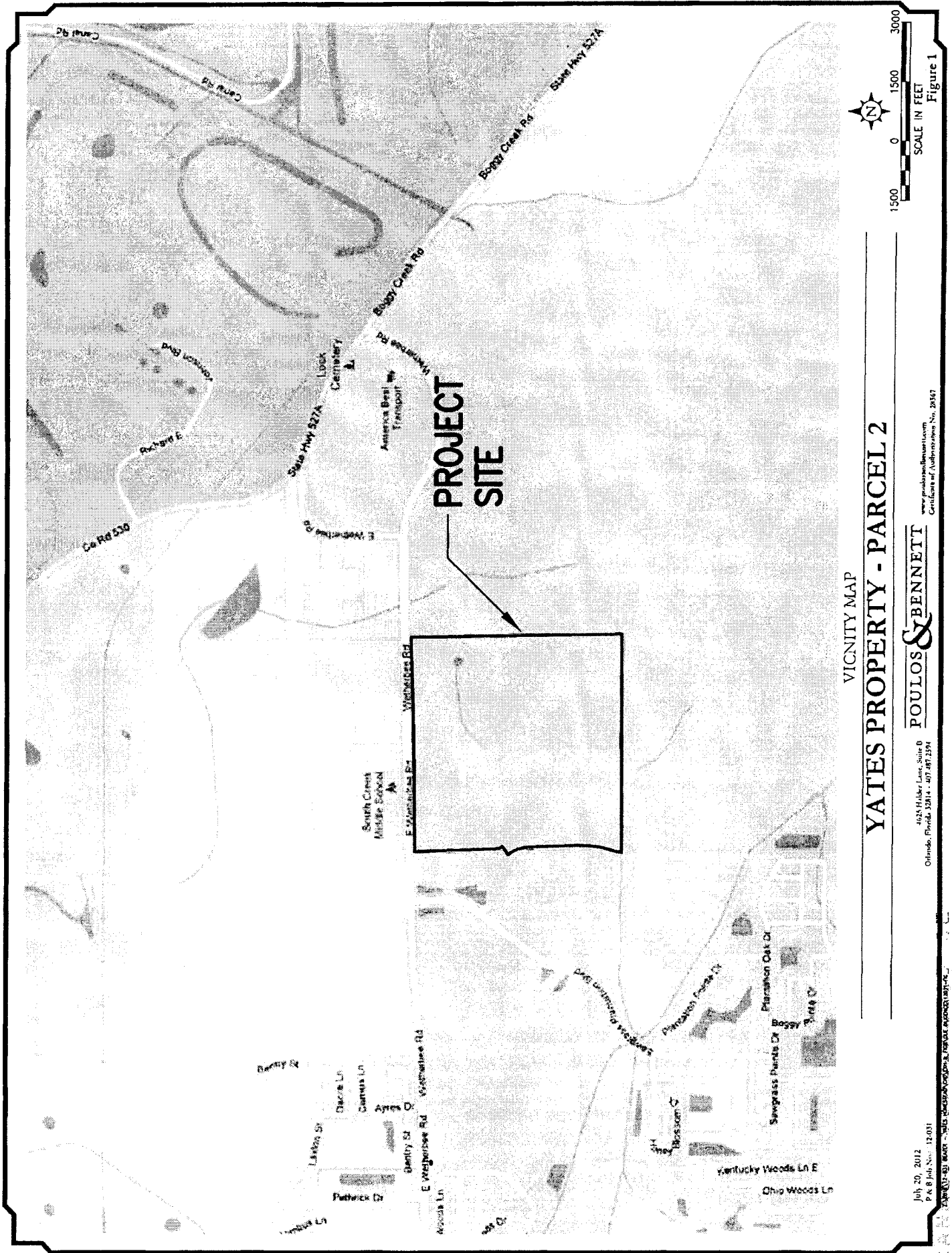
discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

14. Minimum building floor elevation: See Exhibit 3, page 6 of 6.
15. Minimum road crown elevation: See Exhibit 3, page 6 of 6.
16. The exhibits and special conditions in this permit apply only to this application. They do not supersede or delete any requirements for other applications covered in Permit No. 48-01434-P unless otherwise specified herein.
17. Prior to any future construction, the permittee shall apply for and receive a permit modification. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master surface water management system, including the land use and site grading assumptions.

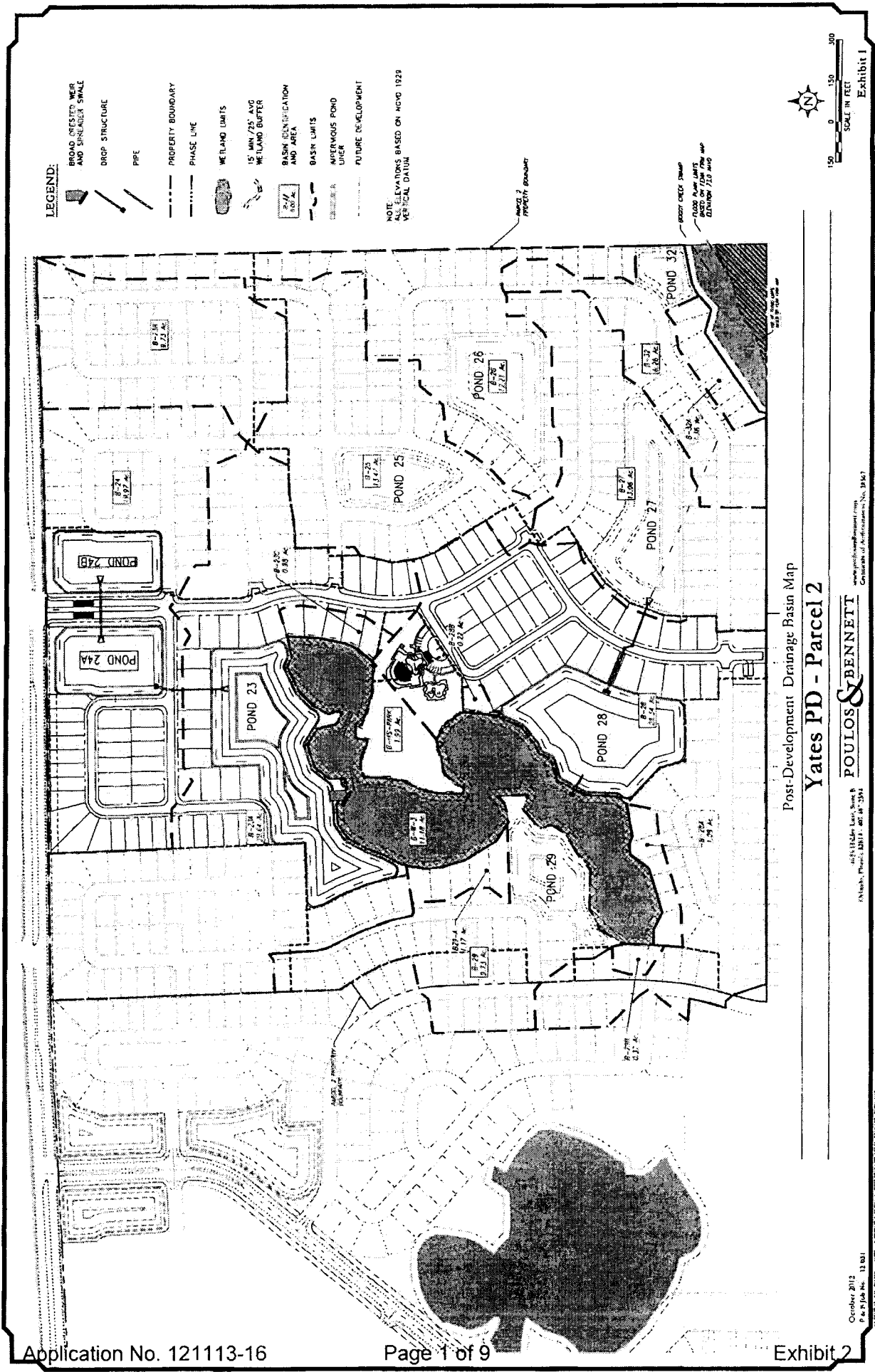
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**EXHIBIT E**

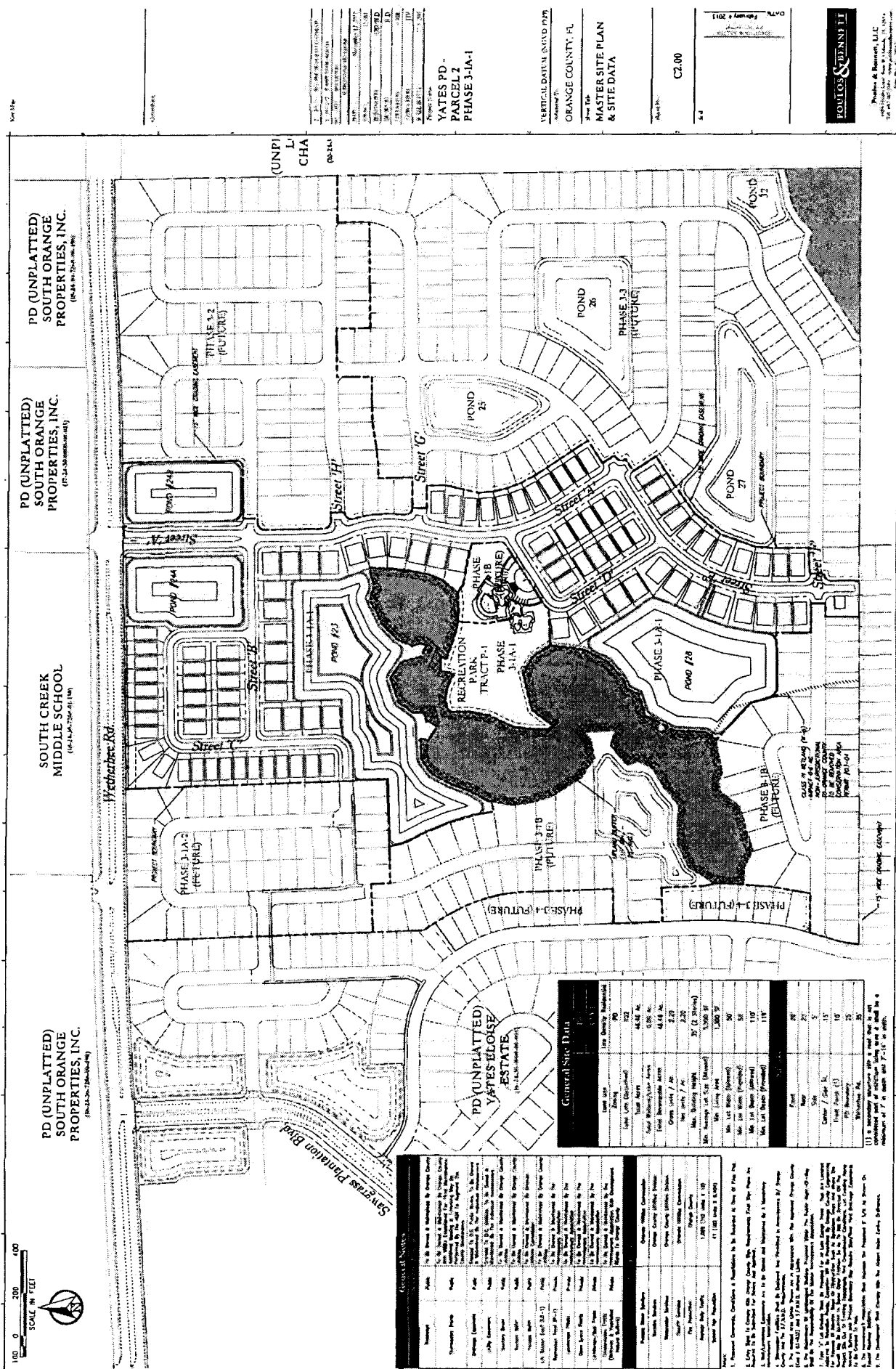
**SOUTH FLORIDA WATER MANAGEMENT DISTRICT PERMIT**

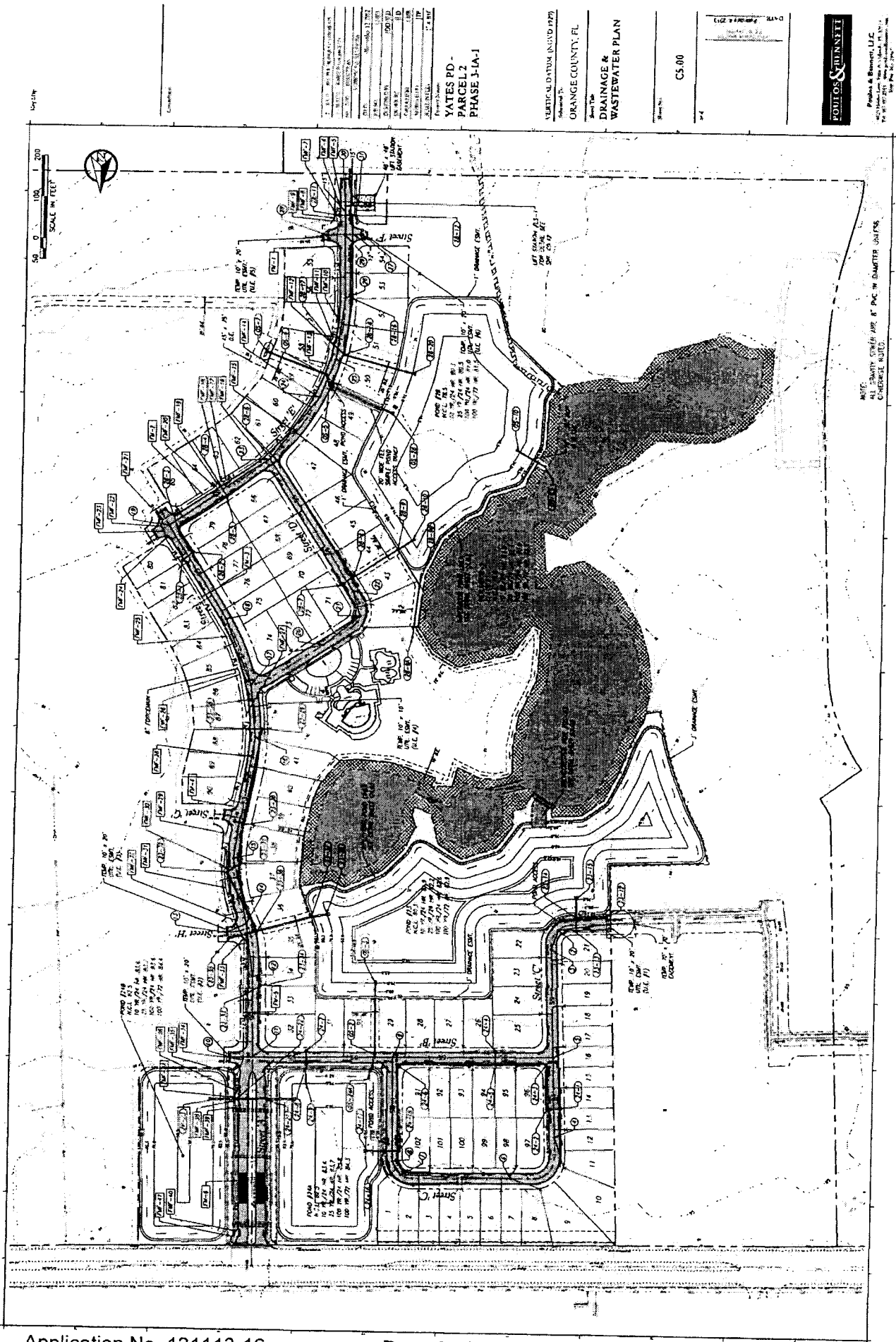




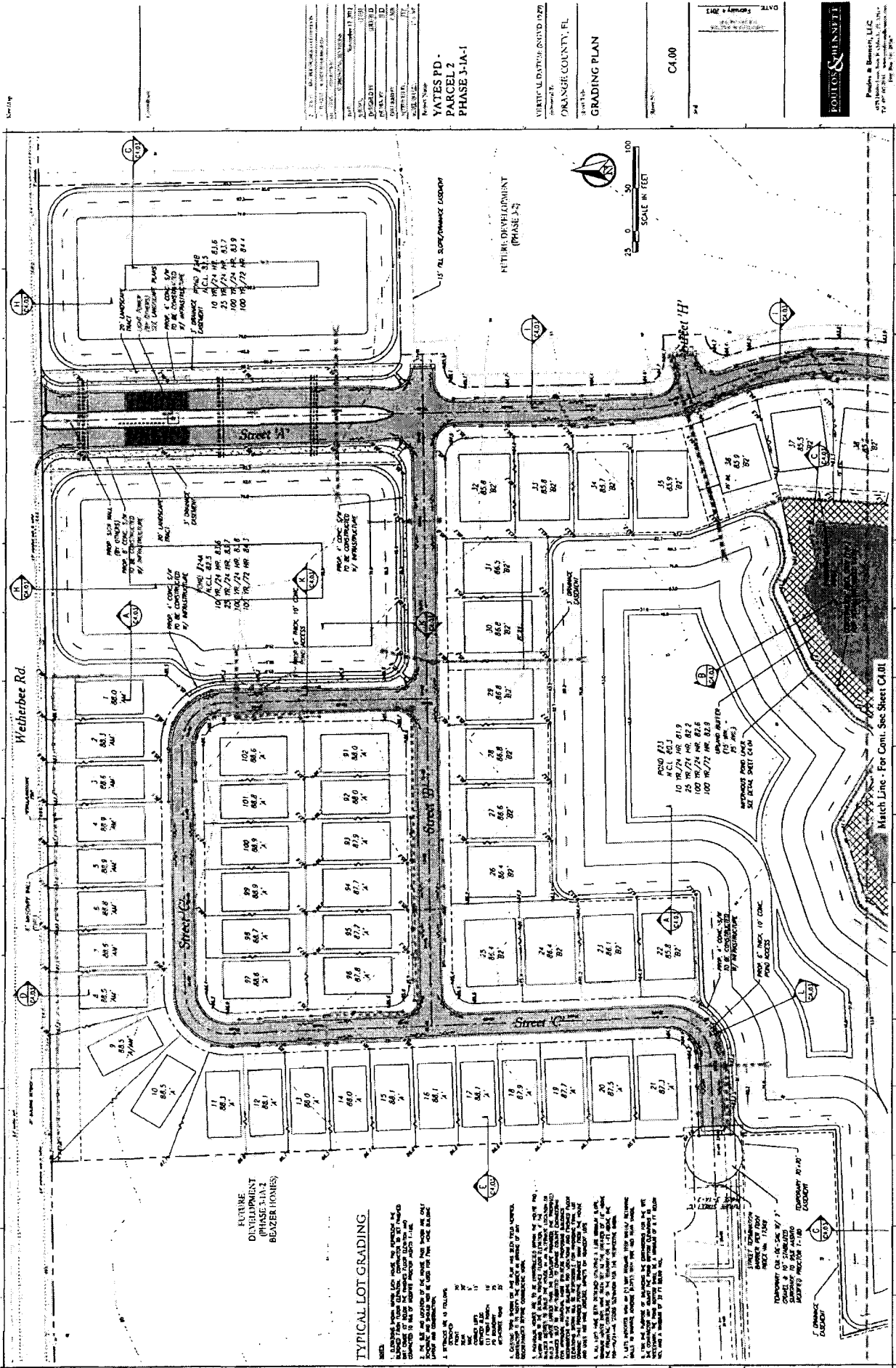


SCANNER 03/02/2013 CE

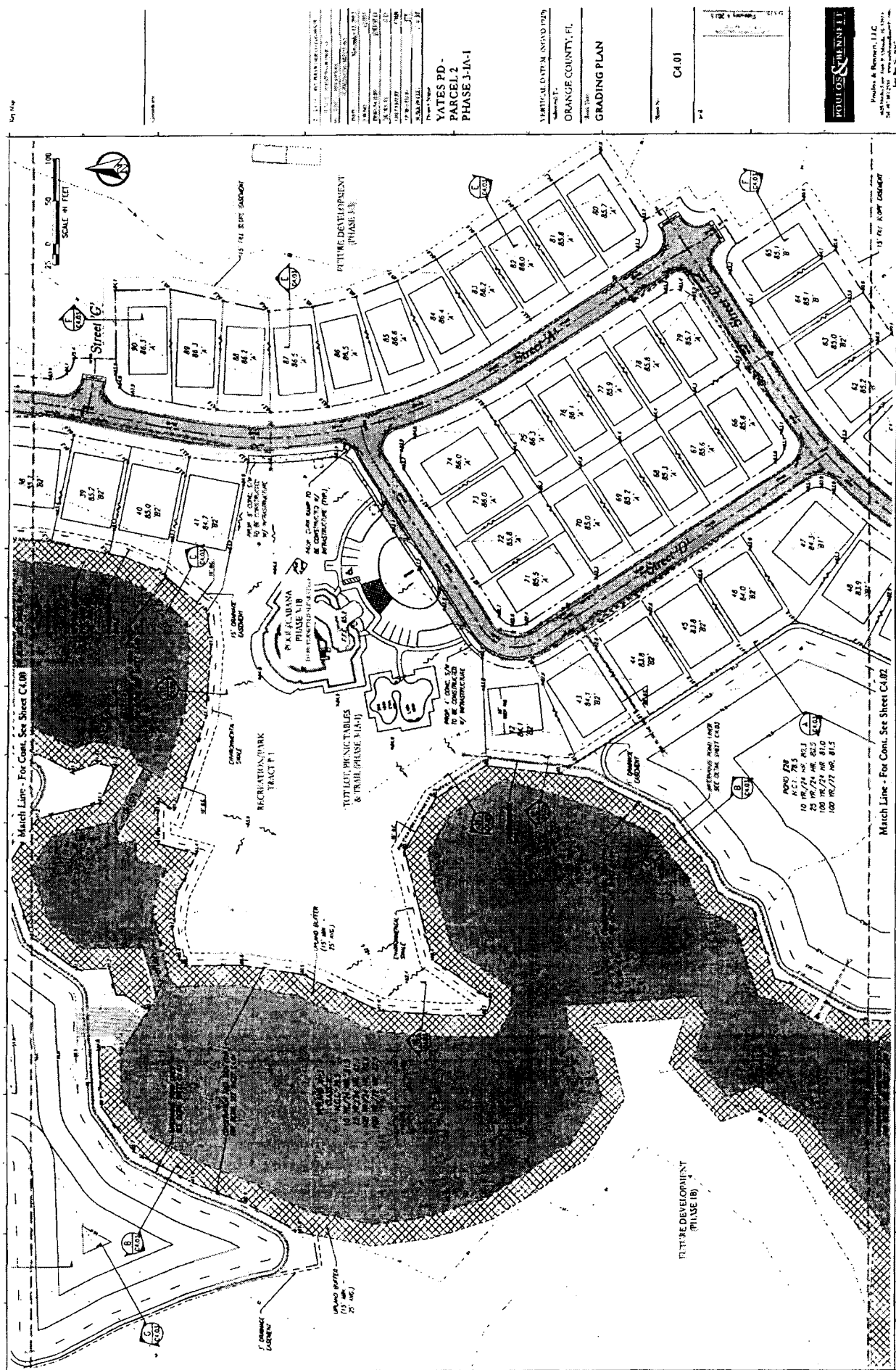


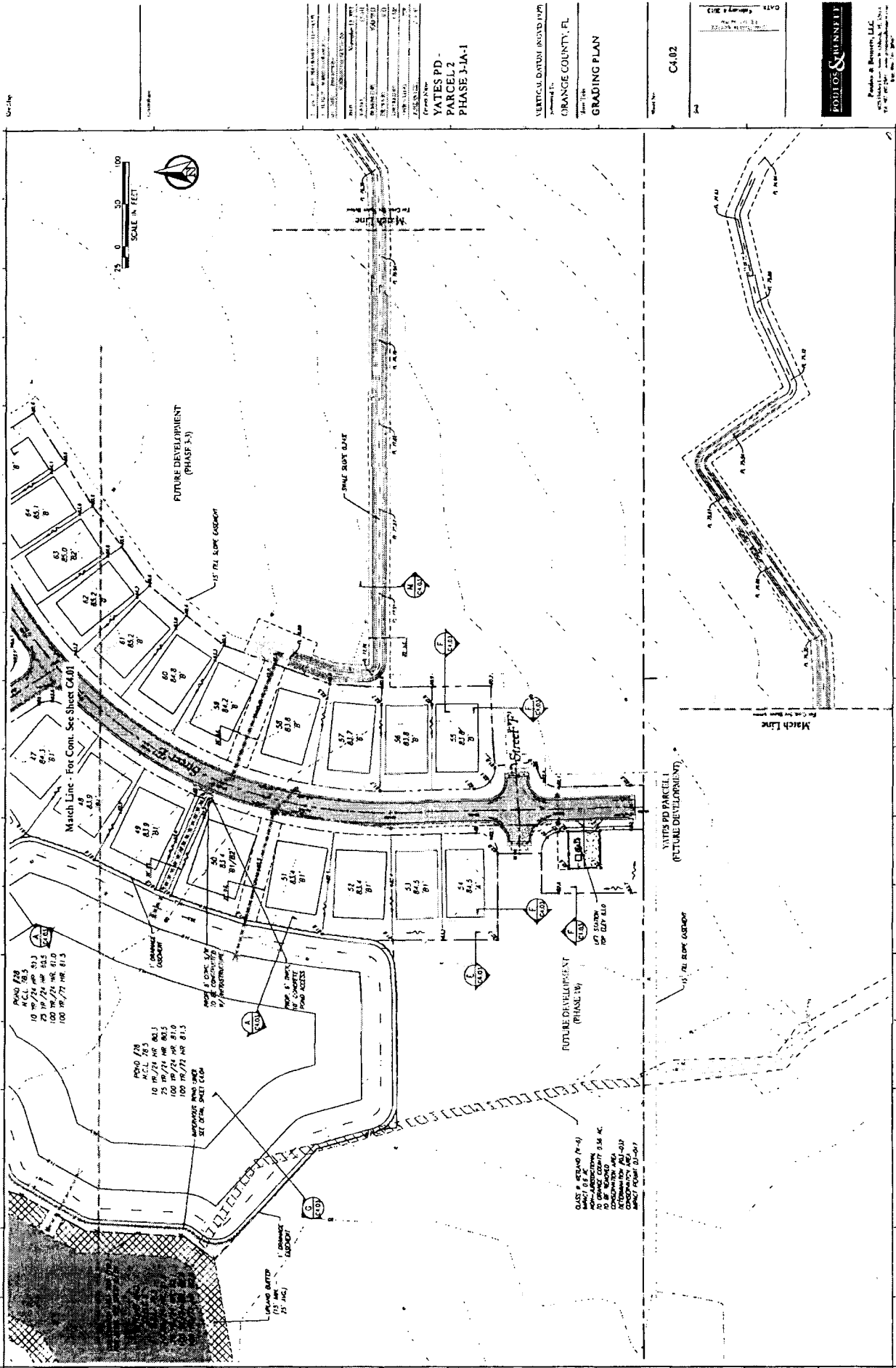


SCANNED 03/20/2019 02



SCANNED 03/02/2017 CE





RECEIVED 03/10/2013 CE





姓名	王德明
性别	男
年龄	34
籍贯	浙江嘉兴
民族	汉族
职业	教师
学历	本科
学位	硕士
职称	副教授
工作单位	浙江师范大学
联系地址	浙江省金华市义乌市
联系电话	13805791234
电子邮箱	wdm@zjnu.edu.cn
身份证号	330701198001010001
银行卡号	62284801010101010101
支付宝账号	13805791234
微信账号	wdm1234
QQ账号	13805791234
其他联系方式	

YATES PD -  
PARCEL 2  
PHASE 3-1A-1

VERA M. DUTTA (1919)

ORANGE COUNTY, FL

## Grading Details

2014

### C4.03

SECRET

POULOS & JENNETT

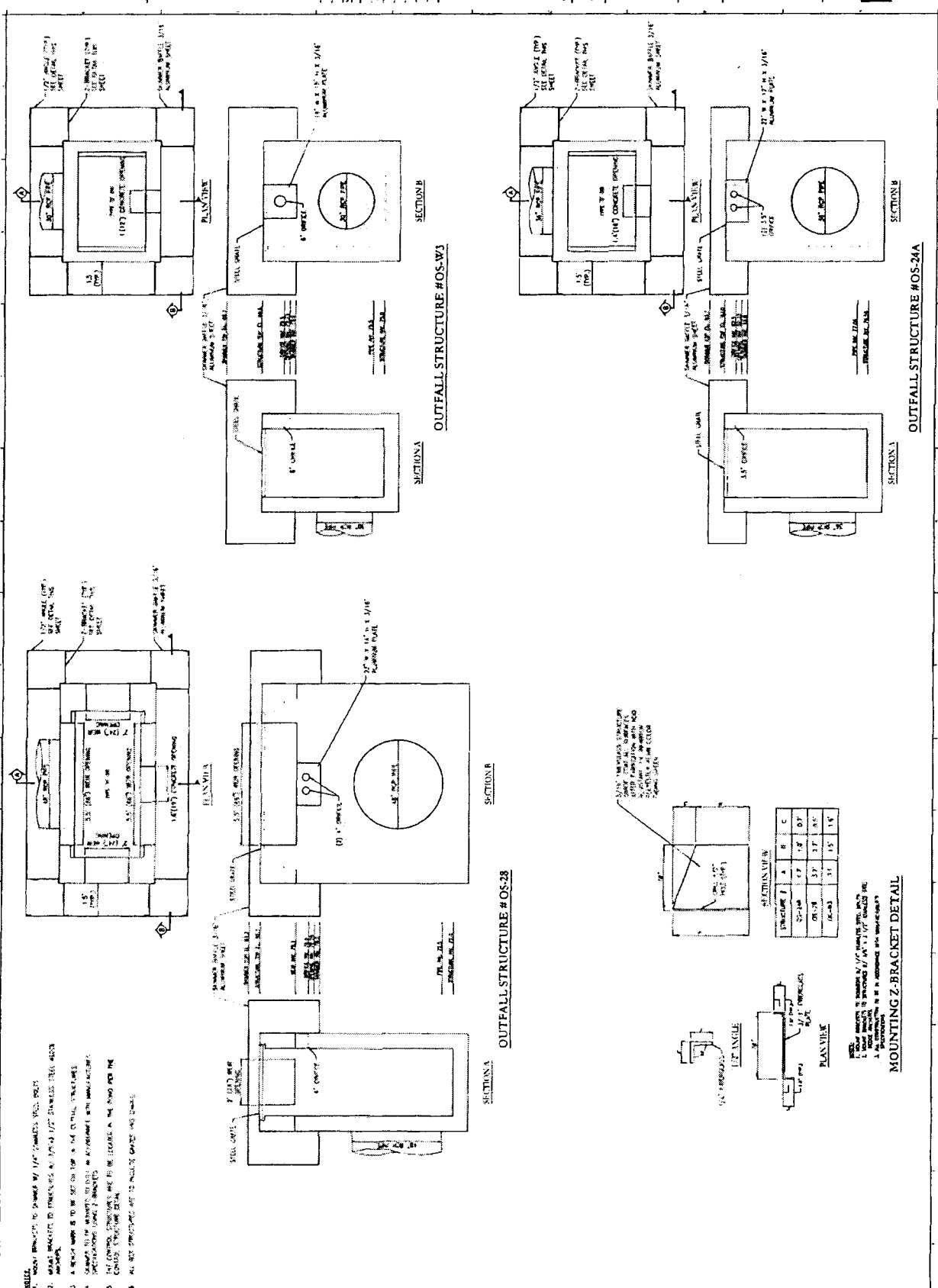
**Proctor & Bennett, LLC**  
 10000 Old County Road, Suite 100, Dallas, TX 75243  
 Tel: (972) 271-1100 Fax: (972) 271-1101

Application No. 121113-16

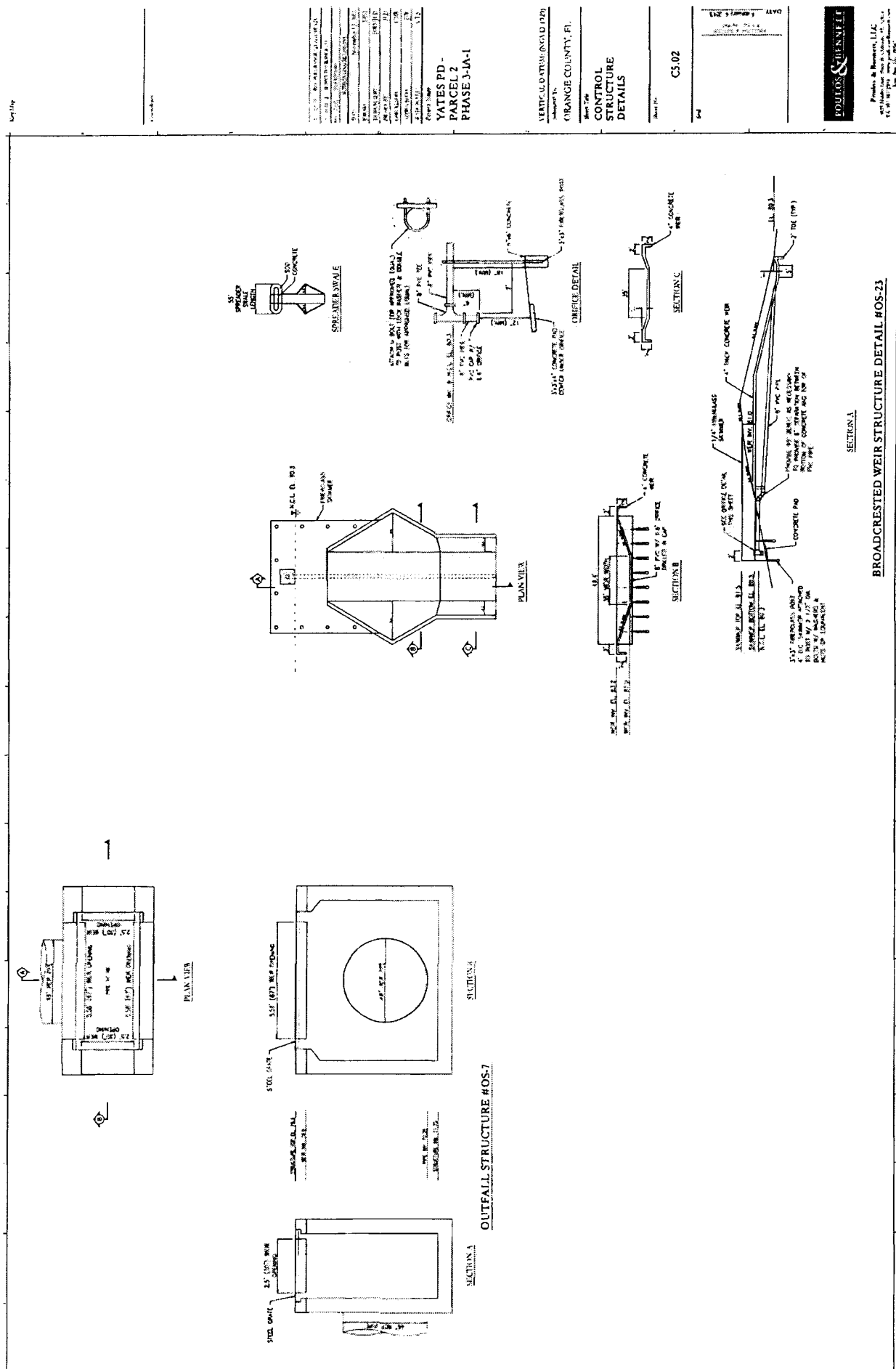
Page 7 of 9

Exhibit 2

**PAGE-LENGTH INFORMATION FOR AUTHORS:** Please refer to the following page-length information for authors.

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2/4/2013

**TABLE POST-1  
YATES PROPERTY PARCEL 2  
HYDROLOGIC DATA POST-DEVELOPMENT**

BASIN ID	NODE ID	TOTAL DRAINAGE AREA (acres)	ROOF AREA (acres)	IMPERVIOUS AREA (acres)	DEVELOPED AREAS		UN-DEVELOPED AREAS		WEIGHTED RUNOFF CN	TIME OF CONC (min)
					LAND USE	PERVIOUS	NCL	WETLAND		
					HSG	C	-	-		
					CN	74	98	87	73	
<b>PROPOSED PHASE 3-1A1 PONDS</b>										
B-23 A&B	POND 23	39.37	12.91	6.43		15.14	4.89		89	25.0
B-24 (4)	POND 24	19.97	4.66	3.76		8.25	3.29		89	25.0
B-28	POND 28	28.34	3.76	5.80		14.91	3.87		86	25.0
<b>SUB-TOTAL</b>		<b>87.68</b>	<b>21.34</b>	<b>15.99</b>		<b>38.31</b>	<b>12.05</b>			
<b>FUTURE PONDS</b>										
B-23C	W3	0.98	0.55	0.00		0.43			88	25.0
B-25	POND 25	13.47	3.35	3.07		5.80	1.25		88	25.0
B-26	POND 26	12.21	3.89	0.93		4.98	2.41		89	25.0
B-27	POND 27	13.06	3.56	2.62		3.55	3.32		92	25.0
B-28A	W3	1.08	0.33	0.00		0.75			82	25.0
B-28B	W3	0.22	0.11	0.00		0.11			87	25.0
B-29	POND 29	9.73	3.12	1.50		3.60	1.52		90	25.0
B-29A	W3	1.17	0.44	0.00		0.73			84	25.0
B-29B	W3	0.37	0.23	0.00		0.14			89	25.0
B-32	POND 32	6.26	1.71	1.00		3.02	0.54		87	25.0
B-32A	BOGGY CREEK	1.36	0.62	0.00		0.74			86	25.0
B-HS-PARK	W3	1.99	0.63	0.00		1.36			82	25.0
B-W-3	W3	11.18	0.00	0.00		0.00		7.98	3.21	84
<b>SUB-TOTAL</b>		<b>248.44</b>	<b>61.23</b>	<b>41.09</b>		<b>101.81</b>	<b>33.13</b>	<b>7.98</b>	<b>3.21</b>	
<b>TOTAL</b>		<b>336.12</b>	<b>82.56</b>	<b>57.08</b>		<b>140.12</b>	<b>45.18</b>	<b>7.98</b>	<b>3.21</b>	

**Note:**

- Existing B/D soils were considered C soils in the post-development filled conditions
- Impervious area used within composite curve number calculations includes building area
- Basin 28 includes park area at 40% impervious
- ICPR model has split basin 24 into B-24A (10.37 ac) and B-24B (9.6 ac)

PB PROJECT #12-020

2/4/2013

**TABLE POST-2**  
**YATES PROPERTY PARCEL 2**  
**WATER QUALITY CALCULATION - WET RETENTION**

BASIN ID	NODE ID	TOTAL BASIN AREA (acres)	IMPERVIOUS AREA (3) (acres)	PERVIOUS AREA (acres)	ROOF IMPERVIOUS AREA (acres)	POND @ NCL (acres)	SITE AREA FOR WATER QUALITY (acres)	IMPERVIOUS AREA FOR WATER QUALITY (acres)	IMPERVIOUS (%)	INCHES OF TREATMENT (2.5" x IMP %) (SFWM D)	1" RUNOFF OVER BASIN	VOLUME BASED ON IMPERVIOUS (ac-ft)	WATER QUALITY REQUIRED (ac-ft)	WATER QUALITY PROVIDED (ac-ft)
<b>PHASE 3-1A-1 PONDS</b>														
B-23 A&E	POND 23	39.37	6.43	15.14	12.91	4.89	21.57	6.43	29.8%	0.75	3.28	2.14	3.28	3.50
B-24 (4)	POND 24	19.97	3.76	8.25	4.66	3.29	12.02	3.76	31.3%	0.78	1.66	1.09	1.66	1.68
B-28	POND 28	28.34	5.80	14.91	3.76	3.87	20.71	5.80	28.0%	0.70	2.36	1.43	2.36	2.76
<b>SUB-TOTAL</b>		<b>87.68</b>	<b>15.99</b>	<b>38.31</b>	<b>21.34</b>	<b>12.05</b>	<b>54.29</b>	<b>15.99</b>				<b>4.66</b>	<b>7.31</b>	<b>7.94</b>
<b>FUTURE PONDS</b>														
B-25	POND 25	13.47	3.07	5.80	3.35	1.25	8.87	3.07	34.6%	0.87	1.12	0.88	1.12	1.17
B-26	POND 26	12.21	0.93	4.98	3.89	2.41	5.91	0.93	15.7%	0.39	1.02	0.32	1.02	1.23
B-27	POND 27	13.06	2.62	3.55	3.56	3.32	6.18	2.62	42.5%	1.06	1.09	0.86	1.09	1.35
B-29	POND 29	9.73	1.50	3.60	3.12	1.52	5.10	1.50	29.4%	0.73	0.81	0.50	0.81	0.94
B-32	POND 32	6.26	1.00	3.02	1.71	0.54	4.01	1.00	24.8%	0.62	0.52	0.30	0.52	0.58
<b>SUB-TOTAL</b>		<b>54.73</b>	<b>9.11</b>	<b>20.95</b>	<b>15.63</b>	<b>9.04</b>	<b>30.06</b>	<b>9.11</b>				<b>2.86</b>	<b>4.56</b>	<b>5.26</b>
<b>TOTAL</b>		<b>142.41</b>	<b>25.10</b>	<b>59.26</b>	<b>36.97</b>	<b>21.08</b>	<b>84.36</b>	<b>25.10</b>				<b>7.52</b>	<b>11.87</b>	<b>13.20</b>

Note:

1. SFWM D calculation method = (Percentage impervious)(Total area-roof area)(2.5" treatment depth) or (1.0" treatment depth)(total basin area)
2. Water quality calculations per SFWM D criteria are consistent with water quality calculations previously approved by Orange County
3. Impervious area is the sum of all paving, sidewalks, and driveways.

PB PROJECT #12-031

2/4/2013

TABLE POST-3  
YATES PROPERTY PARCEL 2  
POND STAGE STORAGE DATA

POND 23							
Volume (ac-ft)	Stage (ft)	Area (ac)		Stage (ft)	Area (ac)	Storage (ac-ft)	
WATER QUALITY REQUIRED	80.96	5.10		83.20	5.97	15.55	TOP OF BANK
WATER QUALITY PROVIDED	81.00	5.11		82.70	5.65	12.65	GRADE BREAK
1/2 WATER QUALITY VOLUME	80.63	5.00		80.30	4.89	0.00	NCL
WATER QUALITY DEPTH	0.70						

POND 24							
Volume (ac-ft)	Stage (ft)	Area (ac)		Stage (ft)	Area (ac)	Storage (ac-ft)	
WATER QUALITY REQUIRED	83.00	3.42		85.50	4.21	11.08	TOP OF BANK
WATER QUALITY PROVIDED	83.00	3.42		85.00	3.94	9.04	GRADE BREAK
1/2 WATER QUALITY VOLUME	82.75	3.36		82.50	3.29	0.00	NCL
WATER QUALITY DEPTH	0.50						

POND 25							
Volume (ac-ft)	Stage (ft)	Area (ac)		Stage (ft)	Area (ac)	Storage (ac-ft)	
WATER QUALITY REQUIRED	80.56	1.35		82.50	1.67	4.31	TOP OF BANK
WATER QUALITY PROVIDED	80.40	1.36		82.00	1.55	3.50	GRADE BREAK
1/2 WATER QUALITY VOLUME	79.94	1.30		79.50	1.25	0.00	NCL
WATER QUALITY DEPTH	0.90						

POND 26							
Volume (ac-ft)	Stage (ft)	Area (ac)		Stage (ft)	Area (ac)	Storage (ac-ft)	
WATER QUALITY REQUIRED	78.92	2.48		81.50	3.00	8.01	TOP OF BANK
WATER QUALITY PROVIDED	79.00	2.49		81.00	2.83	6.55	GRADE BREAK
1/2 WATER QUALITY VOLUME	78.71	2.45		78.50	2.41	0.00	NCL
WATER QUALITY DEPTH	0.50						



2/4/2013

**TABLE POST-6**  
**YATES PROPERTY PARCEL 2**  
**WATER QUALITY CALCULATION - DRY RETENTION SWALE**

BASIN ID	NODE ID	TOTAL BASIN AREA (acres)	IMPERVIOUS AREA (acres)	ROOF AREA (acres)	PERVIOUS AREA (acres)	1.0" RUNOFF OVER BASIN (ac-ft)	2.5" x %IMP (SF/MD) (ac-ft)	REQ'D RETENTION VOLUME W/ 50% CREDIT (ac-ft)	SWALE LENGTH (ft)	DETENTION VOLUME PROVIDED (ac-ft)
B-23A	W3	0.98	0.00	0.55	0.43	0.08	0.00	0.08	850	0.12
B-28A	W3	1.08	0.00	0.33	0.75	0.09	0.00	0.09	600	0.08
B-28B	W3	0.22	0.00	0.11	0.11	0.02	0.00	0.02	10	0.00
B-29A	W3	1.17	0.00	0.44	0.73	0.10	0.00	0.10	350	0.05
B-29B	W3	0.37	0.00	0.23	0.14	0.03	0.00	0.03	351	0.05
B-32A	BOGGY CREEK	1.36	0.00	0.62	0.74	0.11	0.00	0.11	160	0.02
B-HS-PARK	W3	1.99	0.00	0.63	1.36	0.17	0.00	0.17	540	0.07
<b>TOTAL</b>		<b>7.17</b>	<b>0.00</b>	<b>2.92</b>	<b>4.25</b>			<b>0.60</b>		<b>0.39</b>

**Note**

1. A 50% water quality credit has been taken for the dry retention treatment method
2. Water quality treatment will be provided within a swale consisting of a 3' bottom with 3:1 sideslopes and depth of 1'.
3. The remainder of the 4.25 acre park area is located and treated within Basin 28

PB PROJECT #12-031

2/4/2013

**TABLE POST-8**  
**YATES PROPERTY PARCEL 2**  
**POND PEAK STAGE DISCHARGE SUMMARY**

BASIN ID	NODE ID	TOP OF BANK (ft)	CONTROL ELEVATION (ft)	10YR/24HR STAGE (ft)	25YR/24HR STAGE (ft)	100YR/24HR STAGE (ft)	100YR/72HR STAGE (ft)	MINIMUM PGL (ft)	MIN F.F.E. (ft)
B-23	POND 23	83.2	80.3	81.9	82.2	82.6	82.9	82.3	83.6
B-24	POND 24A	85.5	82.5	83.6	83.7	83.8	84.3	84.5	84.8
B-24	POND 24B	85.5	82.5	83.6	83.7	83.9	84.4	84.5	84.9
B-25	POND 25	82.5	79.5	80.9	81.0	81.3	82.0	81.5	82.3
B-26	POND 26	81.5	78.5	80.0	80.3	80.9	81.4	80.5	81.9
B-27	POND 27	80.6	77.5	79.3	79.5	80.0	80.4	79.5	81.0
B-28	POND 28	81.8	78.5	80.3	80.5	81.0	81.5	80.5	82.0
B-29	POND 29	83.1	80.0	81.9	82.1	82.6	82.9	82.1	83.6
B-32	POND 32	78.0	75.0	76.6	76.6	76.7	76.7	77.0	77.7
B-W-3	W3	82.0	79.5	81.9	82.1	82.6	82.9	82.1	83.6

POND 32	PREVIOUSLY APPROVED PEAK DISCHARGE RATE TO BOGGY CREEK (cfs) [1]	PROPOSED PEAK DISCHARGE RATE TO BOGGY CREEK (cfs)
	87.79	83.95

**Note:**

1. Previously approved discharge rate taken from Pond 32 node in previously approved calculations, SFWMD Permit No: 48-01434-P
4. Vertical Datum = NGVD 1929

**YATES PROPERTY PARCEL 2  
CONTROL STRUCTURE SUMMARY**

Control Structure	Type (DS - Drop Structure) (BC - Broad Crested)	Circular Bleeder Orifice <sup>1</sup>		Weir		Drop Structure		Skimmer		Spreader Swale Length
		Invert Elev. (ft. NGVD)	Diameter (in.)	Crest Elev. (ft. NGVD)	Length	Type	Top Elev. (ft. NGVD)	Top Elev. (ft. NGVD)	Bottom Elev. (ft. NGVD)	
Pond 23	BC	80.3	6.6	81.0	35 ft			81.5	80.5	55
Pond 24	DS	82.5	2 @ 3.5			D	83.0	83.7	82.0	N/A
Pond 25	DS	79.5	3.6			D	80.4	81.0	79.5	N/A
Pond 26	DS	78.5	4.1			D	79.0	80.4	78.0	N/A
Pond 27	DS	77.5	4.6			H	77.9	79.6	77.0	N/A
Pond 28	DS	78.5	2 @ 4.0	79.1	180 in	H	80.7	81.2	78.0	40 (temp)
Pond 29	BC	80.0	3.5	80.6	20 ft			82.6	79.5	12
Pond 32	BC	75.0	3.0	76.0	50 ft			76.6	75.4	65
W3	DS	79.5	6.0			D	80.5	82.1	79.0	N/A

Notes:

1. Broad-crested weirs to include bleeder pipe with 90 degree tee on end to act as a skimmer.

PB PROJECT #12-020

File: 12031-PRIMARY\_STORMWATER REV 1-7-13

3/19/2013



**EXHIBIT F**

**LEGAL DESCRIPTION OF THE YATES PROPERTY**

Option Property

A portion of Section 19, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

BEGIN at the southeast corner of said Section 19; thence run N 89°14'15" W, along the south line of the Southeast 1/4 of said Section 19, a distance of 1231.24 feet; thence, departing said south line, run N 00°45'45" E, a distance of 828.62 feet; thence run N 42°56'49" W, a distance of 69.48 feet; thence run N 38°58'38" W, a distance of 200.48 feet; thence run N 38°57'45" W, a distance of 233.49 feet; thence run N 50°08'59" W, a distance of 51.76 feet; thence run N 71°58'32" W, a distance of 145.20 feet; thence run N 66°02'22" W, a distance of 106.49 feet; thence run N 66°53'30" W, a distance of 113.45 feet; thence run N 66°38'47" W, a distance of 108.52 feet; thence run N 70°40'23" W, a distance of 117.54 feet; thence run N 72°45'29" W, a distance of 96.12 feet; thence run N 67°28'24" W, a distance of 159.58 feet; thence run S 66°20'33" W, a distance of 53.50 feet; thence run N 65°33'24" W, a distance of 102.30 feet; thence run N 60°25'17" E, a distance of 52.60 feet; thence run N 60°30'02" W, a distance of 179.51 feet; thence run N 57°13'01" W, a distance of 235.02 feet; thence run N 53°09'25" W, a distance of 68.70 feet; thence run N 61°16'24" W, a distance of 82.52 feet; thence run N 59°30'00" W, a distance of 244.38 feet; thence run N 55°50'08" W, a distance of 145.19 feet; thence run 58°58'28" W, a distance of 260.68 feet; thence run N 63°46'42" W, a distance of 47.92 feet; thence run N 53°42'24" W, a distance of 135.61 feet; thence run N 60°28'36" W, a distance of 111.47 feet; thence run N 55°55'35" W, a distance of 103.79 feet; thence run 52°12'02" W, a distance of 98.32 feet; thence run N 20°29'36" W, a distance of 70.52 feet; thence run N 51°53'52" W, a distance of 36.80 feet; thence run N 05°13'40" E, a distance of 41.68 feet; thence run N 51°21'43" W, a distance of 63.17 feet; thence run N 79°41'19" W, a distance of 51.01 feet; thence run S 86°57'22" W, a distance of 42.49 feet; thence run N 88°24'45" W, a distance of 131.19 feet; thence run N 83°29'15" W, a distance of 154.17 feet; thence run N 85°55'22" W, a distance of 203.43 feet; thence run 88°25'57" W, a distance of 146.15 feet; thence run N 82°23'16" W, a distance of 137.04 feet; thence run N 88°14'10" W, a distance of 132.41 feet; thence run N 86°05'43" W, a distance of 177.22 feet; thence run S 87°55'44" W, a distance of 30.39 feet; thence run N 84°57'44" W, a distance of 158.48 feet to a point on the west line of the Northwest 1/4 of said Section 19; thence run N 00°32'46" W, along said west line, a distance of 2493.97 feet to a point on the proposed southerly right-of-way line of Wetherbee Road; thence run easterly, along said proposed southerly right-of-way line, the following courses and distances; run S 89°59'52" E, a distance of 32.41 feet to the point of curvature of a curve, concave northerly, having a radius of 5779.65 feet and a central angle of 06°27'38"; thence run easterly, along the arc of said curve, a distance of 651.69 feet to the point of reverse curvature with a curve, concave southerly, having a radius of 7589.53 feet and a central angle of 03°18'55"; thence run easterly, along the arc of said curve, a distance of 439.14 feet to the point of tangency thereof; thence run N 86°51'25", a distance of 2504.57 feet to a point of curvature of a curve, concave southerly, having a radius of 11,409.00 feet and a central angle of 01°34'31"; thence run easterly, along the arc of said curve, a distance of 313.66 feet to a

point; thence, departing said proposed southerly right-of-way line, run S 02°04'07" E, a distance of 1085.77 feet; thence run S 52°36'18" W, a distance of 103.81 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 460.00 feet and a central angle of 35°19'35"; thence on a chord bearing of S 19°43'55" E, run 283.62 feet along the arc of said curve to the point of tangency thereof; thence run S 02°04'07" E, a distance of 678.77 feet; thence run S 04°11'47" W, a distance of 138.02 feet to a point of curvature of a curve, concave northwesterly, having a radius of 862.00 feet and a central angle of 11°41'47"; thence run southwesterly, along the arc of said curve, a distance of 175.97 feet to the point of tangency thereof; thence run S 15°53'34" W, a distance of 81.20 feet to a point of curvature of a curve, concave southeasterly, having a radius of 401.28 feet and a central angle of 16°00'30"; thence run southwesterly, along the arc of said curve, a distance of 112.12 feet to a point; thence run N 89°53'04" E, a distance of 1405.03 feet to a point on the east line of the Southeast 1/4 of said Section 19; thence run S 01°10'10" E, along said east line, a distance of 2924.24 feet to the POINT OF BEGINNING.

Less and except the following:

A portion of Section 19, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of said Section 19; thence run S 87°47'16" W, along the north line of the South 1/2 of said Section 19, a distance of 1458.01 feet for the **POINT OF BEGINNING**; thence, departing said north line, run S 00°06'56" E, a distance of 584.82 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 107°12'20"; thence run southwesterly, along the arc of said curve, a distance of 46.78 feet to the point of tangency thereof; thence run N 72°54'36" W, a distance of 162.25 feet to a point of curvature of a curve, concave southwesterly, having a radius of 350.00 feet and a central angle of 17°12'20"; thence run northwesterly, along the arc of said curve, a distance of 105.10 feet to the point of tangency thereof; thence run S 89°53'04" W, a distance of 424.75 feet to a point of curvature of a curve, concave northerly, having a radius of 150.00 feet and a central angle of 04°54'16"; thence run westerly, along the arc of said curve, a distance of 12.84 feet to a point; thence run N 00°21'06" E, a distance of 815.69 feet; thence run N 83°12'47" E, a distance of 28.67 feet; thence run N 59°23'16" E, a distance of 63.12 feet; thence run N 54°54'06" E, a distance of 63.17 feet; thence run S 90°00'00" E, a distance of 646.70 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 810.00 feet and a central angle of 06°10'26"; thence on a chord bearing of S 12°48'21" W, run 87.28 feet along the arc of said curve to the point of tangency thereof; thence run S 15°53'34" W, a distance of 81.20 feet to a point of curvature of a curve, concave southeasterly, having a radius of 453.28 feet and a central angle of 16°00'30"; thence run southwesterly, along the arc of said curve, a distance of 126.65 feet to the point of tangency thereof; thence run S 00°06'56" E, a distance of 53.34 feet to the **POINT OF BEGINNING**.

School Site

A portion of Section 19, Township 24 South, Range 30 East, Orange County, Florida, being more particularly described as follows:

Commence at the East 1/4 corner of said Section 19; thence run S 87°47'16" W, along the north line of the South 1/2 of said Section 19, a distance of 1458.01 feet for the **POINT OF BEGINNING**; thence, departing said north line, run S 00°06'56" E, a distance of 584.82 feet to a point of curvature of a curve, concave northwesterly, having a radius of 25.00 feet and a central angle of 107°12'20"; thence run southwesterly, along the arc of said curve, a distance of 46.78 feet to the point of tangency thereof; thence run N 72°54'36" W, a distance of 162.25 feet to a point of curvature of a curve, concave southwesterly, having a radius of 350.00 feet and a central angle of 17°12'20"; thence run northwesterly, along the arc of said curve, a distance of 105.10 feet to the point of tangency thereof; thence run S 89°53'04" W, a distance of 424.75 feet to a

point of curvature of a curve, concave northerly, having a radius of 150.00 feet and a central angle of 04°54'16"; thence run westerly, along the arc of said curve, a distance of 12.84 feet to a point; thence run N 00°21'06" E, a distance of 815.69 feet; thence run N 83°12'47" E, a distance of 28.67 feet; thence run N 59°23'16" E, a distance of 63.12 feet; thence run N 54°54'06" E, a distance of 63.17 feet; thence run S 90°00'00" E, a distance of 646.70 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 810.00 feet and a central angle of 06°10'26"; thence on a chord bearing of S 12°48'21" W, run 87.28 feet along the arc of said curve to the point of tangency thereof; thence run S 15°53'34" W, a distance of 81.20 feet to a point of curvature of a curve, concave southeasterly, having a radius of 453.28 feet and a central angle of 16°00'30"; thence run southwesterly, along the arc of said curve, a distance of 126.65 feet to the point of tangency thereof; thence run S 00°06'56" E, a distance of 53.34 feet to the **POINT OF BEGINNING**.

**EXHIBIT G**  
**ARC GUIDELINES**

## **ARCHITECTURAL GUIDELINES STANDARDS & CRITERIA**

This community was developed with the intent that homes harmonize with each other and present a pleasing and consistent style. Except as required by the governing documents, this style is not the result of a formal Architectural code but rather the result of the vision of the original developer.

To ensure the preservation of the existing design and to prevent the introduction of design that is not in keeping with the community theme, the Board of Directors and the Architectural Review Committee (ARC) hereby recognizes and adopts the style and form of the existing community's Architectural standards as required by the governing documents. This standard shall continue in effect until the adoption and publication of new guidelines and standards.

The Architectural Review Board is responsible for reviewing all Architectural Alteration Applications made by residents for improvements to the exterior of the house or lot. The Board also reviews Architectural Guidelines and recommends changes and/or additions to the Board of Directors for adoption.

To the extent that any government ordinance, building code or regulation requires a more restrictive standard than that found in these Guidelines, the government standards shall prevail. To the extent that any government ordinance, building code or regulation is less restrictive than these Guidelines and any standards contained herein, or the Declaration, these Architectural Guidelines and the Declaration shall prevail.

Nothing contained in these Guidelines shall obligate any agency, governmental or otherwise to approve plans submitted, nor shall the approval of the ARC be construed as meeting either the requirements of Orange County nor any governmental agency required for approval.

The ARC has the right to modify, revise, add, delete or make any changes to these guidelines by joint resolution with the Board of Directors.

### **Alteration Application**

1. An ARC review application may be obtained from the community manager.
2. A separate alteration application should be submitted for each exterior modification.
3. Incomplete applications will be "rejected" and not be considered until resubmitted with all the necessary information for the ARC to make a decision.
4. The ARC has up to 45 days from the date a properly completed Alteration Application is received by them to take action on that request or it is deemed unapproved.

### **Each application should include:**

1. Copy of the lot survey with the location of the alteration clearly drawn and labeled.
2. Vendor specifications or proposal showing the nature, kind, shape, height, materials and color to be used and the location of the proposed alteration.
3. Color samples where applicable.
4. Color picture or vendor brochure showing what the item will look like when completed.

### **Access to Common Areas**

1. All exterior changes and modifications shall be completed in a manner so that they do not materially damage the common areas of the Association or individual Lots. Nor shall they in any way impair the integrity of the improvements on the property subject to maintenance by the Association.
2. No homeowner shall permit their contractor to access or otherwise cross the common areas, or another person's Lot without receiving written permission in advance from the Board or the Community Manager. In the case of accessing another person's Lot, permission shall be obtained from the Lot Owner.
3. Other than the record titleholder of the Lot, any contractor or installer who will cross the common areas to access the construction site, shall provide the Association with an insurance certificate listing the Association as a named insured prior to commencing work. Insurance shall meet the following minimum limits: Contractor's General Liability including completed operations: statutory minimum amount. Worker's Compensation: statutory minimum amounts. The Board may establish these amounts.
4. Homeowners are responsible for any damages to the Common Areas and other Association property. Homeowner is responsible for restoring, re-grading, repairing & replacing any damaged grass or plants on the common area or any adjoining Lots, caused by this construction.
5. Owners are responsible for all cleanup of any improvement project. All debris, sod, soil, construction trash etc. shall be removed from the lot and hauled to the proper waste sites within seven (7) days of the completion of the project.
6. Homeowners shall be held responsible for the acts of their employees, subcontractors and any other persons or parties involved in construction or alteration of the home site. The responsibilities include but are not limited to the following:
  - i. Ensuring that the construction site, community properties and roadways are kept clean and free of all debris and waste materials, and that stockpiles of unused materials are kept in a neat and orderly fashion.
  - ii. Prohibiting the consumption of alcoholic beverages, illegal drugs or other intoxicants that could hamper the safety or well-being of others on the site.

### **Air Conditioners**

1. No air conditioners shall be mounted through a window, door or hung on an exterior wall.
2. Replacement of air conditioner components shall be in their original location unless approved by the ARC.

### **Antennae and Satellite Dishes**

1. All outside antennas, antenna poles, antenna masts, electronic devices, satellite dish antennas or antenna towers are subject to the approval of the ARC. All antennas not covered by the Federal Communications Commission (FCC) rules are prohibited.
2. No such equipment may interfere with the radio or television reception of other homes.

3. The ARC requires that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes.
4. All satellite dishes must be no larger than thirty-seven (37") inches in diameter.
5. All antennae and satellite dishes should be either ground mounted on a stand-alone pole or mounted on the rear wall or sidewall of the house.
6. Satellite dishes that are ground mounted shall be installed at no greater distance than eight (8') feet from the house and preferably in a screened or fenced area.
7. It is respectfully requested that satellite dishes NOT be placed on top of roofs.
8. Should you feel that your roof is the ONLY location that will give you proper reception, please contact the management company immediately and provide a copy of the proposed location and letter from installer stating why this is the necessary location for installation.
9. Any installation on roof tops should be clamped on and not screwed into the structure as it may automatically void any builder and/or roof warranties.
10. Installation of satellite dish shall be in accordance with the current rules of the FCC, placement shall be as inconspicuous as possible.
11. All installations shall meet the minimum wind load requirements of the Florida Building Code (latest edition) concerning wind resistance and other applicable requirements.
12. Homeowners shall not permit their antennae and satellite dishes to fall into disrepair or to become a safety hazard, and shall be responsible for their maintenance, repair and replacement, and the correction of any safety hazard.
13. If antennae or satellite dishes become detached, Homeowners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the antennae or satellite dish at the expense of the Owner, without prior notice.

#### Awnings

1. No permanent or retractable awnings (metal, fabric, wood, plastic or other materials) are permitted.

#### Barbecues/Smokers/Grills/Firepits

1. Barbecue grills, smokers and built-in barbecue units shall be located within the rear side setbacks of the home. Their location must be carefully planned to minimize smoke or odors affecting neighboring properties.
2. If not screened from view of the neighboring property by a fence, they must remain covered when not in use.
3. Outdoor wood burning is prohibited except in a fire pit used on an uncovered patio or an open area of pavers or concrete within the rear yard. When not in use, a fire pit may be stored on a lanai or in a screened enclosure. The fire pit must have a wire screen mesh



covering, be freestanding and kept in good working condition, An Alteration Application is required.

#### Canopies

1. The installation of a canopy (fabric gazebo) is not permitted. Exception will be for private parties and such fixtures or decorations may be installed 24 hours prior to and must be removed within 24 hours of the party. No other type of sun shade, tent or canopy cover will be approved.

#### Car Covers

2. Car covers including tarps are not permitted outside the home, only in the garage.

#### Carriage lights

1. Carriage light sizes and locations must harmonize with the front elevation of the house. A picture with color and dimensions shall be attached to the Modification Request. Lights shall be black, white or natural metal in color.

#### Decks and Concrete Patios

1. All decks and patios shall be in the rear yard of the lot and not visible from the street in front of the house.
2. All decks and patios shall be solid poured concrete or concrete pavers in an earth tone color to complement the color palette of the house. Wooden or composite material decks may be considered based on the grade and terrain of the lot and will be reviewed by the ARC on a case by case basis.
3. Concrete pavers shall be installed according to manufacturer's recommended specifications and at a minimum over weed block fabric and level tamped sand or similar material.
4. Spaces between concrete pavers shall be sanded or grouted. Grass and weeds shall not be permitted to grow between pavers.
5. The size of decks and patios shall be determined by the available space per lot and may not cover more than twenty five percent (25%) of the total lot area excluding any building, structures and paved areas.
6. Construction of decks and patios shall not adversely affect any designed and approved drainage pattern for this or any other Lot.
7. Deck rails cannot exceed forty-eight inches (48") in height from decking and shall match the material and color of the decking or trim of the home or be ornamental aluminum to match the color of the house window frames. Deck rails may not extend past the deck or patio and must have a continuous top rail that is free of decorative finials to serve as a handrail.

#### Dog Houses, Kennels and Runs, Invisible Fences

1. All dog houses will be located in a fenced rear yard and within the side setbacks of the house.

2. The exterior colors and materials must relate to the exterior of the house in which they are located or blend with the environment. The height of the dog house may not exceed the height of the fence. These are subject to the proper maintenance, care and appearance as with any structure.
3. Dog houses shall be a minimum of fifteen feet (15') from any neighboring property line.
4. The placement of dog houses must also take into consideration safety concerns, noise minimization, the possibility of offensive odors, etc.
5. Dog runs (partial fencing of an area) and kennels are not permitted.
6. Invisible fences need approval prior to installation and are only permitted in detached single family homes.
7. Invisible fencing wiring must be buried no less than six inches (6") inside the lot line. No alterations of the yard grade shall be permitted with the installation of such system.
8. Regardless of the method of restraint used, including invisible fencing, pet owners are responsible for assuring that their pets do not run free. Pet owners are liable for any damage to persons or property caused by their pets.

#### Doors

1. Doors may be replaced with doors that are similar in style and composition. Requests for replacement doors shall be submitted including pictures and color choices.

#### Driveways and Entrances to Garage

1. Driveways and entrances to garages may be concrete or interlocking stone or brick pavers which complement the color scheme of the home.
2. New or replacement driveways and modifications to driveways with asphalt, loose gravel, stabilized rock and sand base, etc. will not be allowed.
3. Additional walking area(s) adjacent to the driveway which extends the overall total driveway width not more than four (4) feet (two (2) feet on each side of the existing driveway) will be considered for approval. The extension should match the existing driveway in design, material and color; however, paver extensions that complement the color of an existing concrete driveway will be considered. Samples of the pavers and photos of the existing driveway should be submitted with the application. No driveway expansion shall be permitted beyond the external side lines of the garage.
4. Screen doors are not permitted for garages; the garage doors should remain closed when not in use.

#### Elevations change in Facade including reconstruction

1. Changes in the outside appearance of the façade will not be permitted unless these features are or were currently offered by the builders as an option.
2. No vinyl siding will be permitted.
3. All reconstruction including roofs shall be of the same or substantially similar material, colors, etc. as the original construction of the house.

Elevations (change in Grade)

1. No owner shall excavate or extract earth (dirt) from a Lot for any business or commercial purpose.
2. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots or change the flow and drainage of surface water at The Reserve at Sawgrass.

Encroachment and Plantings on Common Grounds

1. No extension of the landscaping of Home sites will be permitted onto Association common grounds.
2. Residents shall not put trees, bushes, plantings, bird baths, lawn ornaments, planters, bird feeders, flower pots, picnic tables, furniture, fences, walks, hedge enclosures and other types of groupings on common grounds or other Association property.

Exterior Painting and Approved Color Schemes

1. Only those colors noted on the Approved Paint Colors Exhibit are permitted.
2. Prior to painting, each Owner must submit to the ARC a color plan showing the color of all exterior surfaces that shall include samples of the actual colors to be utilized and the materials.
3. Colors on the chart are from the collection; however, you may use the paint manufacturer of your choice as long as the color has been matched to the Sherwin Williams color and is substantially the same.
4. Alteration Applications submitted without color samples will be returned. See below for chart of approved colors. NOTE: The body and trim colors shown on the chart must stay together and are not interchangeable with the other schemes; however, you can change your trim color to extra white. The front door may be any of the front door colors shown. If your home has shutters, they will be the same color as the front door.
5. No house may have more than three colors (base, trim, accent door colors).
6. The body of the house (base color) must have a flat or eggshell finish, no gloss or high gloss finishes are permissible. If an Owner is proposing to paint doors and trims with gloss or high gloss, this needs to be noted on the Alteration Application.
7. There must be a minimum distance of one home to either side and in front of the applicant's home before a color combination can be repeated.

**BEAZER HOMES • ORLANDO**

Scheme 1			Scheme 2			Scheme 3			Scheme 4			Scheme 5			Scheme 6			Scheme 7			Scheme 8		
D53844			D53844			D53846			D53846			D53849			D53849			D53851			D53851		
Body	CC-KNAPWEED	CL2883M	Body	CC-IRONWEED	CL2883M	Body	CC-POCO	CL2743M	Body	CC-ROSAMUND CC	CL294M	Body	CC-MINT SLUSH	CL2844M	Body	CC-PROSE	CL2781W	Body	CC-SKEPTIC	CL3242W	Body	CC-SKEPTIC	CL3242W
Trim	CC-STAR THISTLE	CL2881W	Trim	CC-OLD WASHER	CL2881W	Trim	CC-BISCOTTI	CL2741W	Trim	SALISBURY	CL2961M	Trim	CC-SWEET SICILY	CL2641W	Trim	CC-BEAZER BURLAP CC	CL2704D	Trim	CC-STONEY PLAIN	CLV1057W	Trim	CC-STONEY PLAIN	CLV1057W
Door	CC-PINOT GREENIC	CL2875D	Door	CC-BRAINSHUTTLE	CL3075D	Door	CC-POMEGRANITE	CLV1109N	Door	CC-LOST LUGGAGE	CL287N	Door	CC-NEWTON	CL2945D	Door	BEAZER QUEST	CL2695D	Door	CC-RINGSPLAIN	CLV1100N	Door	CC-RINGSPLAIN	CLV1100N

S3812

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**Color Wheel Paint.**

BEAZER HOMES • ORLANDO

Scheme 9			Scheme 10			Scheme 11			Scheme 12			Scheme 13			Scheme 14		
D53652			D53652			D53654			D53655			D53656			D53657		
Body	CC-HONEYMOON BAY	CL1712W	Body	CC-GORDUROV	CL2782W	Body	CC-PAIGE	CLG123D	Body	CC-SEA HORSE	CL3263M	Body	CC-CHOPSTICK	CL2832W	Body	CC-SMOKED TROUT	CL2683D
Trim	CC-BEAZER AKAMINA	CLW1013W	Trim	CC-GORGE WATER	CLW1031W	Trim	CC-SNOW VALLEY	CLW1010W	Trim	CC-WASH BASIN	CL3211W	Trim	CC-JOHNSTON	CL2833M	Trim	CC-MIL SEUM	CL2881W
Door	CC-SONATA	CLG1218D	Door	CC-METEORITE	CLV1155N	Door	CC-WOODY	CLG1287N	Door	CC-BULLIT MARK	CL3576A	Door	CC-RUDIMENT	CLV1183N	Door	CC-WHISKER	CL2887N

S5612

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Color Wheel Paint.

1. Fences must have the prior approval of the ARC and must be constructed of solid tan PVC in the style and design as described below and shall be built to conform to all manufacturers specifications.
  - i. Tan PVC tongue and groove often referred to as the Lexington style. Panels look the same on both sides. Maximum height will be 6'. Post caps are flat. Fences that abut a perimeter wall or fence must be tapered down to meet the same height of the perimeter wall or fence so as not to exceed its height.
  - ii. Aluminum Style wrought two rail open picket fence commonly referred to as the Key West style; Maximum five (5) feet in height. Caps are flat. Installed on view corridors facing conservation areas, wet/dry ponds, lakes
2. Fences shall be at a height of six feet with the exception of fences on lots with view corridors such as ponds and conservation areas or other view enhanced areas. The view corridor fence shall be gradually reduced to a height of four (4) feet for the last ten (10) feet of fence that abuts the view corridor.
3. All fences that will abut an existing fence or perimeter wall must be installed with the final end side section graduating in height so that the last panel meets the height of the existing fence or perimeter wall.
4. Fences shall not be installed flush to the ground in order to prevent blockage of storm water drainage.
5. It is recommended that fences not be installed in drainage or utility easements. However, if the ARC grants permission for a fence to be installed in a drainage easement it is the responsibility of the homeowner to correct any changes in drainage on the homeowner's home site or adjoining home sites at the homeowners expense.
6. Should the Association, City or County be required to correct a drainage or utility situation either above or underground on lots affected by swales, rear yard drains or easements, the homeowner is responsible for all costs associated with the removal and reinstallation of the fence installed in said easement.
7. Only the good side of the fence may face outward. No posts or stringers may be visible from the outside of the fence.
8. No fence shall be constructed closer than ten (10) feet back from the forward facing corners of the house. No fence shall be permitted to extend beyond the front corners of the house in any circumstance.
9. Notwithstanding any other governmental regulations, any side fencing on a typical or regularly shaped corner lot shall be located no more than one-half of the distance between the side wall of the house and the side property line that is next to the side street. The measurement for the distance of this fence shall start at the side wall of the house, Fence setbacks on irregularly shaped corner lots will be reviewed on a case-by-case basis.
10. Fences for corner lots require close coordination with the ARC due to their unique layout and concerns for vehicle visibility/safety and compliance with existing easements and county building code setback requirements. The ARC will also take into consideration how a home abutting this lot will be affected due to front set back requirements for the abutting lot.

11. Except where easements or swales exist, fences will be installed no more than six (6) inches inside the property line. Alleyways between fences will not be permitted.
12. Irrigation systems must be reconfigured to provide complete coverage outside of the fenced area.
13. Fences must be kept clean and in good repair.
14. Any and all required governmental approvals/permits for fence construction are the responsibility of the homeowners and must be obtained prior to construction. It is the responsibility of the Owner to comply with all City, County and/or Association requirements, whichever is most stringent.

#### Flags – Federal, State, Military

1. Flags shall be replaced if faded, tattered, or in poor condition
2. Flag poles and flag attachments will be kept in a clean and maintained condition.

#### Front Entry of Home

1. Front entry into the home may not be screened but must be left open as constructed by the builder of the home.
2. No front entry shall be used for storage of any kind (this includes shoes).

#### Front Roof Changes

1. No changes other than skylights will be permitted on any roof which is visible from the front of the house.
2. All shingle replacements must be dimensional with a thirty (30) year life.

#### Garage

1. No garage shall be enclosed or converted into a living area and must at all times be used as a garage for car storage or storage of Owners personal property.
2. No screening is allowed temporarily or permanently on garage door openings.
3. Garage doors shall remain closed when the garage is not in use.
4. Unless this is the primary garage, stand-alone garages and secondary garages accessible by side or rear yards are not permitted.
5. Replacement of garage doors shall meet current County codes at the time of replacement. If there is more than one (1) garage door and the new door cannot be an exact match, then all doors must be replaced at the same time.
6. Garage doors must be painted the same color as the body of the house, Design monograms and anything other than a solid door, with the exception of window panes in the top most panel of the door, are not permitted.

#### Garbage and Trash —Screening of Containers and HVAC Equipment

1. All garbage cans and other garbage containers shall be kept inside the garage or in the rear yard, screened to conceal them from view of neighboring Lots and streets, except on the day of collection. (TIP: If storing garbage cans inside the garage, placing one or two untreated charcoal briquettes inside the trash can after each trash pick-up day can eliminate odors.)
2. Acceptable screens shall be of material and color compatible with the design of the residence and may include landscaping or fencing.
3. If enclosed, overall height of the enclosure, including posts shall not exceed four (4) feet. Overall length shall be kept to the minimum necessary to accomplish the screening. Overall width may not block side yard access to the rear yard.
4. All screens, landscape structures or plant materials shall be located a minimum of two (2) feet from HVAC equipment to allow for adequate air circulation around the equipment, but may not encroach or trespass on a neighboring property or disturb yard drainage.
5. If plantings are used for screening, "adequate screening" shall be plantings which initially (i.e. when first planted or installed) screens a minimum of eighty percent (80%) and which completely screens the cans or equipment within one (1) year from the date of approval.
6. Garbage cans shall not be placed at the street for pick up earlier than 5pm the night before pick up day and empty containers shall be removed from sight the same day as pick up. All food refuse shall be placed in a covered receptacle to avoid attack from animals. Plastic garbage bags are not adequate.
7. Garbage and other refuse may not be accumulated or stored on any portion of the Lot.
8. Open burning of garbage and other refuse is not permitted.

#### Garden Hoses

1. All hoses shall be stored completely out of sight of the street.
2. Garden hoses shall be on a hose wrap attached to the rear of the house or on a mobile station. Hoses may be neatly coiled on the ground in a flower bed behind shrubbery out of sight from the street, common grounds or nearby neighbors. Circular (spiral coiled) hoses shall be secured.

#### Gas Tanks (Propane and/or Natural)

1. Preferable installation is to have gas tanks buried. Gas tanks installed above ground shall meet applicable building code requirements.
2. If Owner chooses not to bury the gas tank, the tank must be screened from view of the streets and neighboring property. Appropriate screening includes fencing and landscaping.
3. If using landscape for screening the tank, Owner shall install no less than six (6) plants to screen tank from view of the street and other properties. Plants that are a minimum of three feet tall and that will reach a maximum 80% capacity within 12 months shall be installed and allowed to grow to the height of the gas tank. When the tank height is



attained, the plants will then be properly trimmed and maintained at that height. Any dead plants shall be replaced immediately with the same type of plant of similar height.

#### Generators

1. Permanent or hard wired generators may be installed and mounted on a concrete pad at the rear of the house. These generators are normally hard wired to the house's electrical system and run off of propane.
2. The generator shall be installed in the back of the house or on the side with proper screening – i.e. a fence.
3. Generators shall be screened from view from the street with shrubs or other landscaping under the same guidelines as those for screening swimming pool equipment.
4. The generator enclosure box shall be painted to match the exterior body color of the house unless located within a fenced yard.
5. The generator may only be operated when there is a power outage or for the briefest possible time to test it as required by the manufacturer.
6. Portable generators shall be stored in the garage and only placed outside during periods of power outage. They shall be operated in accordance with manufacturer's directions and located as far as possible from all adjacent houses.

#### Gutters and Solar Collectors

1. All gutters must match the exterior house color; trim color or window frame color.
2. Gutter down spouts must not concentrate water flow onto neighboring properties.
3. Solar collectors must be flush mounted on the roof and whenever possible be located on the rear and side roofs of the house and should not be installed so as to be visible from the street. Roof mounted solar equipment (excluding the solar panels) must match the roof color. (Note: Roof mounted solar collectors and equipment may void builder warranties and/or the roof warranty.)
4. Yard mounted solar collectors are allowed within a fenced area of the yard and shall not exceed the height of the fence.

#### Holiday Decorations

1. Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the ARC.
2. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community.
3. Holiday lights and decorations to celebrate Christmas, Hanukkah, or other holiday, may be installed commencing on Thanksgiving and shall be removed no later than January 10<sup>th</sup> of the following year. Brackets, clips and other holders for holiday lights that are installed on a house must be removed at the time that the lights are removed.
4. No more than 3 individual inflatable display items are permitted for any holiday.

5. Special decoration displays for Valentine's Day, R. Patrick's Day, Easter, Memorial Day, Independence Day, Halloween, Veteran's Day, Thanksgiving, or other religious holiday may be placed on the exterior of the lot fifteen (15) days prior to the special day and must be removed five (5) days after the special day.
6. Any displays other than those defined above will require the approval of the ARC.

#### House Numbers

1. To aid emergency personnel, delivery people and to conform to Orange County ordinances, each house shall have a readily visible number permanently attached to the front of the house.
2. The numbers shall be located over the garage door or near the entrance to the front door, in a location clearly visible from the street.
3. Periodically you may receive solicitations to paint your house numbers on the concrete curbing of the street. This literature is formatted in a manner to make it appear that the contractor has permission to do this work and is performing a valuable service. Please be advised that the Association did not and will not hire a contractor to perform these services.

#### Irrigation

1. Irrigation may be installed in the front, side and rear yards of houses.
2. For houses where this is not the case, the lack of an installed irrigation system does not relieve you of the responsibility of maintaining your lawn and landscaping to the minimally acceptable community standards.
3. In periods of extreme drought and tightened water restrictions, the Association will waive the portions of the community standards requiring the replacement of dead grass and landscaping until the restrictions are lifted. After the restrictions are lifted, all dead grass and landscaping shall be replaced within thirty (30) days.

#### Landscaping

1. The addition or removal of any landscaping is a landscape change subject to the power of the ARC to promulgate guidelines.
2. The following guidelines apply to landscape changes:
  - i. Landscaping may be added to or removed from the yard of any Lot, but only with the approval of the ARC.
  - ii. Maintenance of the lawn and landscaping shall mean at a minimum, upkeep, maintenance and preservation of that which was initially installed by the builder of the house on the Lot.
  - iii. Any Lot owner who wishes to modify and change the landscaping installed by the builder of the house on his Lot, to a Xeriscape or low water-usage design must first obtain approval from the ARC. The Alteration Application requesting this approval must be accompanied by a landscape design that is a certified Florida-friendly yard under the Florida Yards and Neighborhoods (FYN) program. Information about this program can be obtained through the Orange County website online at [www.ocfl.net](http://www.ocfl.net).

- iv. The ARC encourages all Owners to follow the Florida Friendly Landscaping Principles shown below when making changes to their landscape design.
  - a. Right plant in the right place
  - b. Water efficiently
  - c. Fertilize appropriately
  - d. Mulch
  - e. Attract wildlife
  - f. Manage yard pests responsibly
  - g. Recycle yard waste
  - h. Reduce storm water runoff
  - i. Protect waterfront

#### Berms

1. Except as installed by the developer or builder, earthen berms shall not be permitted.

#### Buffer Landscaping Between Lots

1. Side yards between Lots may be landscaped with plant materials to provide visual screening. Continuous linear runs shall not exceed twenty five (25) feet in length and must be at least ten (10) feet back from the front corner of the house (same as Fence Guidelines). Normally, no more than one (1) landscape buffer will be permitted on each side of a Lot. Curvilinear shrub hedges augmented by ornamental, shade and/or palm trees are preferred.
2. Buffer landscaping shall not be located any closer than five (5) feet to the property line as measured from the tree trunk or plant material's main trunk. Buffer landscaping shall not extend into any front yard setbacks or obstruct the vision and safety of vehicular or pedestrian traffic.
3. All buffer landscaping shrubs shall be planted and maintained so as to form a continuous, unbroken 80% visual screen within one year of installation. Shrubs shall consist of one predominant species, shall be planted thirty inches (30") apart, on center, with each plant having a minimum size of three gallons, thirty-six inches (36") tall and eighteen inches (18") wide at the time of planting and maintained to achieve a minimum of forty-eight inches (48") in height within one (1) year of planting.
4. On view corridor Lots, shrub material from the rear building set back to the property line shall be maintained at a four (4) foot height to ensure visibility. The selection of buffer landscaping species shall be made from the approved Plant Materials List.

#### Edging or Landscape Borders

1. Poured concrete curbing, concrete edging blocks, stacked stone or slate and black or green plastic edging are the only acceptable forms of edging a sample or photo of the curbing/edging shall accompany the request.
2. Only one style of landscape curbing and/or edging may be used in areas of the lot which are not enclosed by a privacy fence.
3. Poured concrete curbing shall be the natural concrete color or a natural earth tone color added to the concrete mix at time of pouring. No painting or staining will be allowed after pouring. A color chip shall accompany the request. Only stone or block may be used.
4. Edging blocks shall be natural concrete color or an earth tone color. A sample or photo of the edging block shall accompany the request.
5. Edging will be allowed around mulched areas along the perimeter of the house and may be installed around an island which measures a minimum of 150 square feet.
6. Edging will be allowed around individual trees if installed to a diameter of at least thirty-six (36) inches in order to contain mulch and prevent damage to trees from lawn equipment. A minimum distance of six (6) feet shall be maintained between any landscape borders.
7. Edging shall not be installed around lampposts, along driveways, more than one individual tree, on side or rear property lines or within the grassy area between the street and sidewalk.
8. NO borders may be installed around street trees.
9. Black or green plastic edging (standard roll edging) is not permitted.
10. Wire, decorative plastic, resin and wood borders are not permitted.
11. No railroad ties will be permitted.

Permitted styles are poured in place stamped concrete, stone look, Keystone block, retaining wall blocks and stacked slate. Colors may be muted tones of beige, tan, gray, terra cotta or natural concrete.

#### Islands

1. Landscaping may be grouped in an island to provide a focal point. Islands shall be a minimum of fifteen feet (15') long, three feet (3') wide and shaped in a curvilinear design.
2. In no case shall islands take up more than 30% of the grassy area.

#### Landscape Lighting/Flood Lights

1. Landscape lighting, solar or wired, may only be installed in landscaping beds and along the walk from the front door to the driveway. It may not be installed along the sides of the driveway, adjacent to the sidewalk or between the sidewalk and the street. Individual lights shall be black, white, or natural metal in color (silver, gold, bronze, copper).
2. Lights shall not be spaced closer than 30 inches on center.

3. Post mounted lights shall not exceed 12 inches in height, hanger mounted lights shall not exceed 24 inches in height from the top of the light fixture to ground level.
4. Lighting shall be low level and recessed to shield the source of the light. Low voltage fixtures shall be located and aimed carefully. Tree mounted lights are not allowed.
5. Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.
6. Lights may not shine onto other properties or onto the sidewalk or street.

#### Ponds and Waterfalls

1. A plot plan showing the location of the pond and/or waterfall must be submitted with the application. If the pond is being constructed from a kit, a picture would be helpful.
2. Design of these features should discourage creation of stagnant pools of water.
3. Ponds and waterfalls shall be located in landscaped area within a fenced back yard and situated in a manner that does not permit sounds from the pond, waterfall or its equipment to be a nuisance to neighboring properties.

#### Trees — Planting

1. The originally installed trees were part of a landscape plan approved by Orange County. Street trees and some Lot trees were actually a development requirement. If relocated, all reasonable efforts must be exercised to keep them alive. If they die, they must be replaced with a tree from the approved species list from the Orange County Tree Ordinance.
2. No tree listed as a Not Approved Tree in the Orange County Tree Ordinance is permitted.
3. Tree staking materials shall be adjusted on a regular basis to maintain a neat appearance and permit plant growth to occur. All staking materials shall be removed no later than one (1) year after initial installation.
4. Fruit and citrus trees will be considered by the ARC; however, they will be required to be planted in the rear of a fenced yard and must be located at a distance from the property line that will not allow encroachment of the mature tree onto a neighboring property.

#### Trees — Relocation

1. Existing trees to be relocated shall be pruned then immediately replanted, firmly secured in the ground by staking and adequately watered and fertilized until well established and rooted. Any relocating of existing trees should be done by a licensed professional who will adhere to nursery standards for relocating.
2. Any tree relocated due to construction, such as the installation of a swimming pool, shall in addition to the above, be barricaded against the construction activity with silt fencing or other acceptable barrier. Any relocated trees which die within one year of completion of construction shall be removed and replaced with nursery stock approved by the ARC.

#### Trees— Removal or Destruction

1. The removal or destruction of any tree and distinctive flora is a landscape change and, therefore, subject to the authority of the ARC to approve or disapprove the removal or destruction of trees.
2. The following guidelines shall apply to the removal or destruction of trees and distinctive flora:
  - i. Trees that have been planted at the direction of the builder/developer to meet County development requirements shall not be intentionally destroyed or removed.
  - ii. Trees which have a diameter in excess of six inches (6") measured two feet (2') above ground level, and distinctive flora shall not be intentionally destroyed or removed except with the prior approval, in writing of the ARC.
  - iii. Prior to the written approval of the ARC to remove any tree described above or distinctive flora, the homeowner shall first obtain written approval (in the form of a removal permit along with any conditions for replacing the removed tree or distinctive flora) from the governing County agency or department.
  - iv. The above requirements pertain to trees and distinctive flora which die, for whatever reason, and unless otherwise approved by the ARC, shall be replaced with the same species and size tree or distinctive flora as the original tree or distinctive tree flora.

#### Trees - Street Trees

1. Orange County approved a landscape plan for The Reserve at Sawgrass that requires the planting of one or more street trees in the grassy right-of-way easement located directly adjacent and parallel to the back of sidewalk.
2. Other than street trees, there shall not be any plantings other than sod between the street curb and sidewalk nor shall landscape borders, decorative curbing or landscape lighting be installed around the tree.
3. Removal of the street tree is not allowed. Any street tree that dies or is badly diseased shall be replaced at the Lot Owner's expense. Approval to remove a street tree and to replace that tree does require ARC approval as well as a county tree removal permit.

#### Trellises, Lattice, Arbors, Arches and Pergolas

1. Arches, arbors, pergolas, trellis and similar structures are permitted.

#### Vegetable, Herb and Cutting Gardens, Compost bins

1. Vegetable, herb and cutting gardens shall be confined fenced rear yard and plants shall not exceed fence.
2. Gardens shall be properly maintained during the growing season and thereafter, all dead plants, stakes or other materials shall be removed.
3. Composting is only permitted in commercially manufactured bins designed specifically for suburban composting and must have ARC approval prior to placement of the bin on the

Lot. Any such bin shall be covered at all times and located in rear yard and not visible from street.

4. Compost bins shall be located a minimum of fifteen feet (15') from neighboring property lines.
5. Should an adjacent property owner complain regarding odors, rodents or other animals that are attracted to the bin, the Association will notify the Owner in writing and they must immediately remedy the situation. In the event that the Owner does not abate the problem within ten (10) days from receipt of notice, the Association shall have the right, without further notice to enter the property and remedy the problem. All expenses incurred shall be assessed to the homeowner.

#### Lawn Furnishings

1. All other types of lawn furniture will be located in the rear of the home and not be visible from the street in front of the home.
2. Swings and patio style furniture will not be approved for placement in front of the home.
3. For safety reasons all lawn furniture shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.
4. All lawn furniture shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.

#### Lawns

1. Lawns shall be maintained in accordance with adopted policies that define the minimum community standards.
2. All Lots shall have grassed front, side and rear lawns.
3. No gravel or similar type lawns will be permitted,
4. All lawns shall be sodded with St. Augustine or other approved Florida Friendly grass and irrigated unless dictated otherwise by local municipality. When replacing the builder installed St. Augustine sod with another type of grass, ARC approval is required.

#### Lighting

1. All exterior lighting shall be consistent with the character established in The Reserve at Sawgrass and be limited to the minimum necessary for safety, identification, and decoration.
2. Owners may not install security spotlights or flood lights unless lights are activated by a motion sensor.
3. Fixture design and location shall be compatible with the design of the Home.
4. No spot lights, flood lights, or other high intensity lighting will be placed or utilized upon any house so that the light is directed or reflected on neighboring property.
5. Bollard light fixtures are not permitted.

6. Enclosures of light fixtures shall be designed to conceal the lamp bulb. Light bulbs may not exceed the manufacturer's recommendation for bulb wattage.
7. Fixtures may be incandescent, metal halide, mercury vapor, or high pressure sodium lamps. Bug lights and colored light bulbs are not allowed.
8. No fighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.
9. Post mount light fixtures shall be permitted in the rear of the house and not visible from the street in front of the house.

#### Lightning Rods and Brushes

1. Lightning rods and brushes may be installed and shall be done in a manner that is least obtrusive and uses the minimum number to accomplish the desired purpose. ARC approval is required.
2. Lightning rods shall not be allowed to fall into disrepair. Any lightning rods needing repair or replacement shall be repaired or replaced immediately or completely removed.

#### Mailbox

1. Mailboxes will be provided by the United States Postal Service (USPS) and maintained by the USPS. Keys to individual post office boxes must be obtained at your local post office.

#### Ornaments

1. Ornaments or decorative embellishments include those on lawns, landscape beds, entryways and those mounted on the house that are visible from the street or common area.
2. Ornaments shall not exceed thirty (36) inches in any dimension; however, based upon the dynamics of the Lot and home, a variance may be considered (i.e. two story home on large Lot with tall landscape plants that will be planted adjacent to the ornament).
3. Ornaments of a solid color shall be white, dark green, brown, natural concrete or stone color. If made of metal, they may be the natural color of that metal.
4. Painted or glazed ornaments shall be as close as possible to the natural color(s) of the subject that they are depicting.
5. A maximum of three (3) ornaments and/or potted plants are permitted in front of the house or in the rear of a home that is not screened with a fence or other approved screening such as landscaping.
6. Lawn ornaments include, but are not limited to:
  - bird baths
  - bird feeders
  - bird or squirrel houses
  - decorative flags (including holiday, sports, etc.)
  - fountains
  - patriotic display items (yellow ribbons, decals, etc)



- personal items other than furniture are considered lawn ornaments
  - plants on hooks
  - plaques
  - potted plants
  - statues
  - stepping stones within a landscape bed
  - sun dials
  - tiki torch (may only be located in the rear yard of a home)
7. For safety reasons all lawn ornaments shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.
  8. All lawn ornaments shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.
  9. No ornaments shall be hung from trees.
  10. Bird feeders shall be mounted five (5) feet above ground level, not visible from the street.
  11. Multiple bird dwellings, i.e. bird coops are not allowed.
  12. Ornaments shall not be placed down driveway perimeters, on street catch basins or on utility boxes.
  13. Decorative buckets, plastic paint buckets and the like shall not be used.
  14. One American flag, one POW and one U.S. Military flag and door wreaths (one per door) are not counted as ornaments.
  15. Flower pots containing dead plants and empty flower pots shall be removed from public view immediately.
  16. Artificial plants/trees or flower arrangements are allowed on front entryways or lanais only—not in landscape beds or in tree rings.
  17. Ornaments and flower pots displayed in sets of two or more will be counted individually. For example, a ceramic duck with two (2) ducklings is three (3) ornaments.

#### Outbuildings, Sheds and Storage Containers

1. Metal, and vinyl sheds, car canopies, and the like are not permitted.
2. All outbuildings, sheds and storage containers or structures shall be within a rear yard enclosed with a six foot (6') privacy fence and the peak of the roof must be below the fence level in height. Lots abutting ponds or conservation and that require a four foot (4') open picket fence will not be allowed to have an outbuilding, shed or storage container.
3. The structure must be erected on site, be anchored to the foundation and be designed to withstand 130 mph winds.
4. Structure must conform to the materials (i.e. roof shingles, stucco, etc.) and colors of the home.

5. Overall size of the structure may not exceed 25 sq. ft., meet local ordinance setbacks, and not exceed minimum lawn area requirements.
6. The structure must be located a minimum of seven and ½ feet (7.5') from the property line and/or any easement on the lot and should not be visible from the street in front of the Home or if a corner lot, from the street side of the Home.
7. Application must show the use, location and architectural design with site plan and elevations included in the application. All outbuildings will be considered on a case-by-case basis, to be reviewed by the ARC.

#### Play Structures, Recreational Equipment and Toys

1. All exterior play and recreational equipment, including swing sets, jungle gyms, soccer goals, trampolines, or the like must be located within the rear yard of the property and must be screened from public view with a privacy fence only.
2. No permanent Basketball goals are permitted. Portable goals must be stored after each use and not left out overnight.
3. Acceptable screening includes landscaping and fences. Trampolines will only be permitted within yards that have a privacy fence and installed as described below.
4. All play and recreational equipment must be maintained on a regular basis by the Owner.
5. Tree houses and skateboard ramps are not permitted on any portion of the Lot or common properties.
6. All play and recreational equipment is to be placed at least seven and one half feet (7.5') in from the rear property line and must be located within the side setbacks of the house.
7. All portable play and recreational equipment, including toys, must be removed from public view when not in use, unless within a fenced rear yard. Portable play and recreational equipment include items such as toddler's playhouses, slides, climbers and other large outdoor toys which are normally made of plastics and vinyl and that are not anchored in concrete.
8. All portable play and recreational equipment shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.
9. All portable play and recreational equipment shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher. Owners shall take all recommended actions to secure non-portable equipment in storm events to ensure that said equipment does not cause bodily injury or damage to either's property.
10. Basketball equipment and trampolines may not be used from dusk to dawn.

#### Play Structures

1. Play structures include but are not limited to, gym and/or swing sets, slides, playsets, playhouses, tetherball poles, etc.
2. A picture and the dimensions of the play structure must be submitted with the Alteration Application.

3. The overall height of play structures may not exceed twelve (12) feet in height. However, the height may be reduced by the ARC based on the lot size and impact on neighboring lots. This will be determined by a site visit if deemed necessary by the ARC.
4. Applications for play structures must include a survey showing its intended placement. The structure's visual impact to neighboring lots and/or the street must be buffered as much as possible with approved fencing and/or landscaping.
5. It is preferred that canopies and "roofs" of play structures be of earth toned colors—tan, brown, olive or forest green.
6. Play structures must be securely anchored and installed in a manner so that strong or tropical force winds or higher will not carry it to other properties causing damage or bodily injury.
7. Any detachable parts on play structures must be removed and stored in a safe location when a tropical storm or hurricane warning is in effect.
8. Play structures must be kept in good condition at all times including repair, painting or staining and the replacement of any canvas.
9. Play structures on a corner Lot should be located to the center of the Lot or on the interior side of the Lot; not on the street side. It is highly recommended that the Lot have a six foot privacy fence.

#### Play Structures— plastic and other toys

1. Plastic play houses, children's swimming pools and other toys shall be confined to the back yard and screened from public view either by fencing or landscape as defined above. When home is located on a corner lot, the play equipment should be located to the center of the rear yard or on the interior side of the rear yard rather than the street side.
2. All other toys and play materials shall be removed at the end of each day.
3. All play structures and toys shall be removed and secured inside the home in the event that storm warnings of tropical storm strength winds or higher are posted.

#### Rain Barrels & Rain Chains

1. Rain barrels designed for the purpose of capturing rain from the gutter systems may be used on the side or rear of the house.
2. Barrels shall be placed within an existing landscape bed and screened with plants.
3. Barrels may not exceed three (3) feet in height and shall be earth tones in color.
4. Rain chains may only be used in the rear of the home.

#### Reflectors

1. Reflectors are not allowed.

#### Residential Construction

1. Minimum square footage of residences shall be **1,600** square feet living space (air conditioned).
2. Minimum two car garage.
3. No home with the exact same elevation may be built side by side on neighboring lots.

#### Roofs

1. Roofs shall be cleaned within thirty (30) days of notice by management.
2. Roofs shall be high grade architectural (dimensional) shingles with a thirty (30) year life.
3. Colors shall be shades and blends of gray or brown that coordinate with the exterior body color of the house.

#### Roof Extensions/Covering

1. No roof extensions (carport or overhang) for a car, boat, equipment or any other purpose will be permitted.

#### Screen Enclosures Patios and Sunrooms

1. Screen enclosures may have shingled, Elite style insulated aluminum roofs or screened roof structures. If shingled, they shall match the existing shingles on the house and shall maintain the rear setback as required by local municipality code. If insulated aluminum panels, frame and roof color must be the same if top of roof will be visible to the street. The pitch of the roof shall meet current code requirements.
2. If the roof is screened, it shall be charcoal in color.
3. Framing must be anodized or electrostatically painted aluminum to match the framing of windows on the Home.
4. Screening shall be charcoal and of standard mesh size. No opaque or decorative screening is permitted.
5. Installation will meet all county and state building codes for homes within "C" Wind Exposure Zones and be designed and built to withstand 130 mile per hour winds.
6. All support cables, screws and fasteners shall be of a non-corrosive material such as stainless steel.
7. Structural gutters may be installed but where necessary, must be adjusted to tie into existing home gutters—runoff must be directed in a manner that will not negatively affect neighboring property or common property.
8. Aluminum kick plates will not be permitted on screen enclosures; however, a small kick plate not to exceed ten (10) inches will be allowed on screen doors. Decorative grills may not be installed on screen doors.

9. Sun room walls shall have a stucco finish on the exterior to match the existing house and will be constructed at a height not to exceed thirty-six inches (36"). All construction must be in conformance with the applicable building codes.
10. Vinyl windows (clear or light grey) will be allowed with frames that match the color of the existing window frames. Sample of light grey tint shall be included with application.
11. Roof line may not exceed the height of the house.
12. Gable style roofs that are constructed of Elite style insulated aluminum panels will not be permitted unless the frame is white. Frame and roof of Elite style insulated aluminum roofs must match in color if the top of the roof will be visible to the streets or neighboring properties.
13. Exterior of the enclosure must be landscaped if not located within a fenced area.
14. Irrigation systems may require modification to ensure 100% coverage of the property. This should be a part of the Alteration Application.

#### Screen and Storm Doors

1. Screen doors will not be allowed on the front of a home.
2. Door frames shall be white, bronze (dark brown) or of a color to closely blend with the trim color around the front door. A color sample of the trim must be submitted with the Alteration Application.
3. No decorative grilles or bars will be permitted on storm doors with the exception that one (1) horizontal bar may be used on screen doors located at the rear of the home.
4. All storm doors must be full glass as shown in the example. A kick plate is optional.
5. Security doors (metal grilles or bars) are prohibited.

#### Sidewalks and Stepping Stones

1. Sidewalks may be installed from the driveway to a side garage door or fence gate leading to the back yard.
2. Sidewalks shall be concrete or pavers to match the driveway, be 30" to 36" in width, located a minimum of five feet (5') in from the property line and shall not interfere with approved drainage of the current or adjacent lots.
3. Stepping stones are not permitted.

#### Signs

1. No "For Sale" signs are permitted.
2. No "For Rent" or "For Lease" signs are permitted. Unless this conforms to a standard sign to be adopted by ARC.
3. "Protected by alarm" signs are authorized in landscaping near the front and rear door. Signs shall not exceed six inches (6") by eight inches (8").

4. A "perm it board" displaying a building permit from the applicable governmental agency is allowed if required to be posted conspicuously.
5. Political signs are limited to two signs no larger than twenty-four inches (24") by thirty-six inches (36"). Political signs may be displayed for two weeks prior to an election and must be removed on the day following the election.

#### Skylights and Solar Panels

1. Skylights must be integrated as part of the roof design and require prior written approval from the ARC before installation.
2. Solar water heating panels will require approval by the ARC. Any solar panels and related appurtenances and equipment shall be designed and constructed to appear as an integrated part of the building's architecture. This shall generally mean that the panels shall be roof mounted so that the top surface is flush with the roof surface with all appurtenances recessed into the building's attic.
3. Solar panels should not be installed on the front street facing side of the home. All pipes must be of a color to blend with the roof shingles and color of house.

#### Storm/Hurricane Shutters

1. Permanently installed shutters may be accordion or roll-up style and must be approved by the ARC.
2. Temporary shutters include Lexan panels or similar, aluminum panels and fabric panels. While not advised, if using plywood panels they should be marine grade and 3/4" thick.
3. Shutters may be closed or installed 48 hours prior to the expected arrival of a tropical storm or hurricane in the area and must be removed no later than 72 hours after the warning is lifted. Should the panels not be removed, the Association is granted an easement to the property to remove the panels and the cost of labor shall be charged to the Owner. The Association is not responsible for any damages caused by the removal or for the costs of storage of the panels.
4. In the event of an actual storm event causing substantial damage to the house, homeowner may request in writing, for an extension to this time period if the repairs and restoration of the house require that the panels remain attached for a longer period of time.
5. Shutters may not be closed or installed at any time other than during a storm event.
6. Under no circumstances may storm shutters or protective panels be used as a routine security measure.

#### Swimming Pools and Spas

1. Any swimming pool to be constructed on any home site is subject to review by the ARC.
2. Pool filter equipment must be placed out of view of neighboring properties and the noise level to neighboring properties must be considered in locating equipment. The need to screen equipment may be necessary. All screening must have the prior written approval of the ARC.

3. Pool heating equipment must comply with all applicable building, zoning and fire codes.
4. Pools shall be of the in-ground type. Above ground pools are prohibited. The elevation at the top of the pool shall not be over two feet (2') above the natural grade of the lot.
5. Swimming pools shall not be permitted on the street side of the residence and if on a corner Lot must be screened from the street.
6. Spas or Jacuzzis shall be of the in-ground type with the exception of above ground types not exceeding three feet (3') in height above the existing grade level. They shall be located in the rear yard and screened from street view and the view of any neighboring property.
7. Screening of the pool is required either by fencing the property or by a screen enclosure that totally encloses the pool. Landscaping may be installed to provide privacy for screened enclosures. Landscaping for this purpose must receive ARC approval prior to installation.
8. Pool heaters and pool filters shall be screened from view from the street by either a fence or landscaping. If using landscaping, Plants shall be the same height as those planted by the builder at the A/C unit. Plants shall be properly trimmed and maintained at the height of the pool equipment. Dead plants shall be replaced immediately.
9. Pool overflow and drainage are required to have a small gravel drain bed (French drain) for chlorinated water to flow into.
10. Under no circumstances may chlorinated water be discharged onto other homeowners' lawns, community streets, or into retention ponds.

#### Water Softeners

1. Installation usually requires a permit. Please check with the County Building Department.
2. Discharge from water softeners shall be routed to an open air sanitary waste line or it may dump into a laundry tub or sewer line with a "IP" trap. It shall not drain to the outside open areas.
3. Water softeners shall be screened from view from the street with shrubs or other landscaping under the same guidelines as those for screening HVAC and swimming pool equipment.

#### Windows- Replacement, Tinting and Treatments

1. Originally installed windows may be replaced with windows of similar style. Replacement window frames shall match existing window frames unless all windows in the home are being replaced at the same time in which instance a request to change style or color may be considered by the ARC.
2. Owners may request to install energy conservation films on windows. Window tinting film applied to the interior of the windows shall be gray in color with no more than 21% solar reflectances and no less than 30% light transmittance.
3. The degree of darkness allowed for non-reflective tinting shall remain with the ARC on a case by case basis. All tinting requests must be accompanied by a brochure or

manufacturer's description. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.

4. No silver, gold or bronze reflective colors are allowed. No reflective tinting or mirror finishes (to include aluminum foil) will be permitted.
5. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. Any window treatments facing the front street of the house shall be white, off-white or other neutral color (i.e. interior shutters in a wood tone).
6. Sheets or other temporary window covering may be used for periods not exceeding one (1) week after an Owner or tenant first moves into a House or when permanent window treatments are being cleaned or repaired, but in no case may they be in place for longer than one (1) week.

#### EXTERIOR MAINTENANCE OF STRUCTURES AND GROUNDS

- Lots and houses shall be maintained in a neat and attractive manner at all times.

Note: After proper notification is given to the Owner, the Association has the right to enter a property and complete any repairs or maintenance if the Owner does not respond within the specified period of time. Should the Association contract for providing the needed maintenance, the cost of materials labor administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner and a lien immediately placed against the property if not paid within ten (10) days of receipt of invoice for the charges.

#### LAWN & LANDSCAPE MAINTENANCE STANDARDS

The following lawn maintenance standards apply to landscaping maintained by Owners and residents of The Reserve at Sawgrass.

Trees: Trees are to be pruned as needed and shall be maintained with a canopy no lower than eight feet (8') from the ground.

Shrubs: All shrubs are to be trimmed as needed and should be maintained at window ledge height.

Grass: Grass shall be St. Augustine unless an alternative has been approved, and shall not exceed five inches (5") in height. This includes the grass between the sidewalk and the street.

Edging: Edging of all street, curbs, beds and borders shall be performed as needed to prevent grass "runners" from growing onto driveways, sidewalks, curbs and into landscape beds. Grass along the walls of the house shall be edged. Chemical edging is not permitted.

Mulch: Mulch should be replenished as needed, at minimum, on a yearly basis to help control weeds.

Insect Control and Disease: Insect and disease control shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring properties. Sod that is killed due to insect/disease shall be removed and replaced within thirty (30) days of dying. To change the turf will require ARC approval.

Fertilization: Fertilization of all turf, trees, shrubs, and palms should be performed no less than three (3) times a year and according to Best Management Practices as provided by the Orange County Extension Service or the University of Florida IFAS Extension.



Irrigation: Watering and irrigation will be the sole responsibility of the homeowner. It is the Owner's responsibility to comply with all applicable watering restrictions.

Weeding: All beds are to be weeded every time the lawn is cut. Weeds growing in joints of curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted. If landscape fabric is used, it must allow the free flow of water, air and gasses to and from the soil.

Trash Removal: Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day. Trash may not be placed at curb until scheduled trash pick-up day.

Failure to Comply. Owners who are not in compliance with these maintenance standards will receive notification from the Community Manager and will have ten (10) days to comply. If non-compliant on the 10<sup>th</sup> day, the Community Manager will hire a landscape contractor to bring the lawn and/or landscaping into compliance. The Association will charge an administrative fee of \$25.00 plus the cost of the lawn contractor's services which will both be a Specific Assessment against the Lot. In addition, a second notice of non-compliance at a cost of \$10.00 will be issued and the homeowner will be referred to the Covenants Enforcement Committee, where applicable.

NOTE: Based upon SFWMD and Orange County restrictions that may be placed upon irrigation during times of drought, portions of these Landscape Maintenance Standards may be suspended until such time as the restrictions are lifted.

#### PORTABLE STORAGE/ MOVING CONTAINERS

- Portable storage/ moving containers (commonly known as PODS) or any similar units designed for the temporary storage or transportation of a resident's personal household goods are not permitted in the community.
- After proper notification is given to the Owner, the Association has the right to enter a property and have the container removed if the Owner has failed to comply with this standard. All related costs including administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner account and a lien immediately placed against the property until all costs are paid.