

RIDGE AT APOPKA

**COMMUNITY DEVELOPMENT
DISTRICT**

May 30, 2023

BOARD OF SUPERVISORS

**REGULAR
MEETING AGENDA**

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

AGENDA
LETTER

Ridge at Apopka Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

May 23, 2023

Board of Supervisors
Ridge at Apopka Community Development District

Dear Board Members:

The Board of Supervisors of the Ridge at Apopka Community Development District will hold a Regular Meeting on May 30, 2023 at 2:30 p.m., at the office of GrayRobinson, P.A., 301 East Pine Street, Suite 1400, Orlando, Florida 32801. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Consideration of Resolution 2023-01, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing an Effective Date
4. Consideration of Resolution 2023-02, Extending the Terms of Office of All Current Supervisors to Coincide with the General Election Pursuant to Section 190.006, Florida Statutes; Providing for Severability; and Providing an Effective Date
5. Consideration of Resolution 2023-03, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2023/2024 and Providing for an Effective Date
6. Consideration of Declaration of Covenants, Conditions and Restrictions of Bronson Peak
 - A. Consideration of First Supplemental Declaration of Declaration to Covenants, Conditions and Restrictions of Bronson Peak
 - B. Consideration of Second Supplemental Declaration of Declaration to Covenants, Conditions and Restrictions of Bronson Peak
7. Ratification of Engagement with Jere Earlywine at Kutak Rock LLP
 - Consideration of Retention and Fee Agreement
8. Ratification of Requisition Forms

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- A. Hydro Conduit, LLC, dba Rinker Materials, Purchase Order #1
 - B. Mack Concrete Industries, Inc., Purchase Order
9. Ratification of Change Orders
- A. Change Order #03 – Job 2126: Bronson Ridge [Jr. Davis Construction Co., Inc]
 - B. Change Order #04 – Job 2126: Bronson Ridge [Jr. Davis Construction Co., Inc]
10. Acceptance of Unaudited Financial Statements as of April 30, 2023
11. Approval of July 26, 2022 Public Hearings and Regular Meeting Minutes
12. Staff Reports
- A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer: *VHB*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*
 - 1 Registered Voter in District as of April 15, 2023
 - NEXT MEETING DATE: June 27, 2023 at 2:30 PM

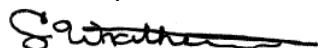
○ QUORUM CHECK

SEAT 1	CRAIG PERRY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 2	ERNESTO MITSUMASU	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 3	KEVIN WALSH	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 4	THOMAS J PAGNOTTA	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
SEAT 5	DEAN PERRY	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 13. Board Members' Comments/Requests
- 14. Public Comments
- 15. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres at (904) 295-5714.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE

CALL-IN NUMBER: 1-888-354-0094

PARTICIPANT PASSCODE: 782 134 6157

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-01

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors (“**Board**”) of the Ridge at Apopka Community Development District (“**District**”) prior to June 15, 2024, the proposed operating budget (“**Proposed Budget**”) for the fiscal year beginning October 1, 2023 and ending September 30, 2024 (“**Fiscal Year 2023/2024**”); and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT:

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2023/2024 attached hereto as **Exhibit A** is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budget is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: office of GrayRobinson, P.A.
301 East Pine Street, Suite 1400
Orlando, Florida 32801

3. TRANSMITTAL; POSTING; NOTICE. The District Manager is hereby directed to submit a copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2.

4. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 30th day of May, 2023.

ATTEST:

**RIDGE AT APOPKA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget

**RIDGE AT AOPKA
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
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**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

Off-Roll (Landowner Total)

Owner	Total FY 2024 Prof & Admin Assessment	Total FY 2024 Field Ops Assessment	Total FY 2024 DS Assessment	Total FY 2024 Total Assessment	Total FY 2023 Total Assessment
Apopka Centerline Development, LLC	\$ 20,161.94	\$ 22,663.68	\$ 165,587.78	\$ 208,413.40	\$ 185,749.72
Apopka Development Opportunity, LLC	9,822.24	11,041.28	102,894.88	123,758.40	112,717.12
KS Apopka Centerline Development, LLC	3,412.65	3,836.30	32,154.70	39,403.65	35,567.35
Ridge Commerce Center, LLC	6,058.50	6,810.00	29,250.00	42,118.50	35,308.50
AG EHG II (LEN) Multistate 1, LLC (Lennar)	16,126.45	18,128.22	203,080.63	237,335.30	219,207.08
DRP FL 5, LLC (Toll Brothers)	20,976.87	23,580.76	173,295.93	217,853.56	194,272.80
Ridge 429 Owner, LLC (McCraney)	24,225.00	27,240.00	169,800.00	221,265.00	194,040.00
Total Assessments	\$ 100,783.65	\$113,300.24	\$876,063.92	\$1,090,147.81	\$976,862.57

Off-Roll (Parcel and Unit Total)

Land Use Type	Parcel	Units/Sq Ft	Total FY 2024 Prof & Admin Assessment	Total FY 2024 Field Ops Assessment	Total FY 2024 DS Assessment	Total FY 2024 Total Assessment	Total FY 2023 Total Assessment
Commercial	Parcel 1	100,000	\$ 4,039.00	\$ 4,540.00	\$ 19,500.00	\$ 28,079.00	\$ 23,539.00
SF 60	Parcel 2	89	8,626.77	9,697.44	71,266.75	89,590.96	79,893.52
SF 55	Parcel 2	69	6,130.65	6,891.72	50,647.38	63,669.75	56,778.03
Bungalow 30-35	Parcel 2	60	3,150.00	3,541.20	26,024.40	32,715.60	29,174.40
TH 20	Parcel 2	95	3,069.45	3,450.40	25,357.40	31,877.25	28,426.85
MF	Parcel 3.1	374	12,083.94	13,583.68	126,587.78	152,255.40	138,671.72
Office	Parcel 3.2	75,000	3,029.25	3,405.00	14,625.00	21,059.25	17,654.25
Commercial	Parcel 3.3	25,000	1,009.75	1,135.00	4,875.00	7,019.75	5,884.75
SF 60	Parcel 4	67	6,494.31	7,300.32	81,781.54	95,576.17	88,275.85
Bungalow 30-35	Parcel 4	125	6,562.50	7,377.50	82,646.25	96,586.25	89,208.75
TH 25	Parcel 4	76	3,069.64	3,450.40	38,652.84	45,172.88	41,722.48
Industrial	Parcel 5	1,500,000	24,225.00	27,240.00	169,800.00	221,265.00	194,040.00
MF	Parcel 6	304	9,822.24	11,041.28	102,894.88	123,758.40	112,717.12
Commercial	Parcel 6.1	150,000	6,058.50	6,810.00	29,250.00	42,118.50	35,308.50
SF 60	Parcel 9	15	1,453.95	1,634.40	13,699.05	16,787.40	15,153.00
SF 55	Parcel 9	12	1,066.20	1,198.56	10,045.92	12,310.68	11,112.12
Bungalow 30-35	Parcel 9	17	892.50	1,003.34	8,409.73	10,305.57	9,302.23
Total Assessments			\$100,783.65	\$113,300.24	\$876,063.92	\$1,090,147.81	\$976,862.57

**RIDGE AT AOPKA
COMMUNITY DEVELOPMENT DISTRICT
ASSESSMENT COMPARISON
PROJECTED FISCAL YEAR 2024 ASSESSMENTS**

Off-Roll (Parcel and Unit Detail)

Land Use Type	Parcel	Units/Sq Ft	FY 2024 Prof & Admin Assessment per Unit/1,000 Sq Ft	FY 2024 Field Ops Assessment per Unit/1,000 Sq Ft	FY 2024 DS Assessment per Unit/1,000 Sq Ft	FY 2024 Total Assessment per Unit/1,000 Sq Ft	FY 2023 Total Assessment per Unit/1,000 Sq Ft
Commercial	Parcel 1	100,000	\$ 40.39	\$ 45.40	\$ 195.00	\$ 280.79	\$ 235.39
SF 60	Parcel 2	89	96.93	108.96	800.75	1,006.64	897.68
SF 55	Parcel 2	69	88.85	99.88	734.02	922.75	822.87
Bungalow 30-35	Parcel 2	60	52.50	59.02	433.74	545.26	486.24
TH 20	Parcel 2	95	32.31	36.32	266.92	335.55	299.23
MF	Parcel 3.1	374	32.31	36.32	338.47	407.10	370.78
Office	Parcel 3.2	75,000	40.39	45.40	195.00	280.79	235.39
Commercial	Parcel 3.3	25,000	40.39	45.40	195.00	280.79	235.39
SF 60	Parcel 4	67	96.93	108.96	1,220.62	1,426.51	1,317.55
Bungalow 30-35	Parcel 4	125	52.50	59.02	661.17	772.69	713.67
TH 25	Parcel 4	76	40.39	45.40	508.59	594.38	548.98
Industrial	Parcel 5	1,500,000	16.15	18.16	113.20	147.51	129.36
MF	Parcel 6	304	32.31	36.32	338.47	407.10	370.78
Commercial	Parcel 6.1	150,000	40.39	45.40	195.00	280.79	235.39
SF 60	Parcel 9	15	96.93	108.96	913.27	1,119.16	1,010.20
SF 55	Parcel 9	12	88.85	99.88	837.16	1,025.89	926.01
Bungalow 30-35	Parcel 9	17	52.50	59.02	494.69	606.21	547.19

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Assessment levy: off-roll	\$ 100,799	\$ 60,955	\$ 39,586	\$100,541	\$ -
Apopka Centerline Development, LLC	-	-	-	-	42,826
DRP FL 5, LLC (Toll Brothers)	-	-	-	-	44,558
AG EHG II (LEN) Multistate 1, LLC (Lennar)	-	-	-	-	34,255
Ridge 429 Owner, LLC (McCraney)	-	-	-	-	51,465
Apopka Development Opportunity, LLC	-	-	-	-	20,864
Ridge Commerce Center, LLC	-	-	-	-	12,869
KS Apopka Centerline Development, LLC	-	-	-	-	7,249
Landowner contribution	-	9,217	-	9,217	-
Interest	-	-	-	-	-
Total revenues	<u>100,799</u>	<u>70,172</u>	<u>39,586</u>	<u>109,758</u>	<u>214,086</u>
EXPENDITURES					
Professional & administrative					
Management/accounting/recording	48,000	24,000	24,000	48,000	48,000
Legal	25,000	182	24,818	25,000	25,000
Engineering	2,000	-	2,000	2,000	2,000
Audit	5,500	500	5,000	5,500	5,500
Arbitrage rebate calculation	500	-	500	500	500
Dissemination agent	1,000	500	500	1,000	1,000
Trustee	5,500	-	5,500	5,500	5,500
Telephone	200	100	100	200	200
Postage	500	9	491	500	500
Printing & binding	500	250	250	500	500
Legal advertising	5,000	275	4,725	5,000	5,000
Annual special district fee	175	175	-	175	175
Insurance	5,500	5,000	-	5,000	5,500
Contingencies/bank charges	500	-	500	500	500
Website hosting & maintenance	705	705	-	705	705
Website ADA compliance	210	-	210	210	210
Total professional & administrative	<u>100,790</u>	<u>31,696</u>	<u>68,594</u>	<u>100,290</u>	<u>100,790</u>
Field operations					
Field operations (staff)	-	-	-	-	18,000
Landscape maintenance	-	-	-	-	38,783
Engineered wood chips	-	-	-	-	5,000
Mulching	-	-	-	-	11,000
Irrigation repairs	-	-	-	-	3,756
Reclaim water	-	-	-	-	4,743
Aquatic maintenance	-	-	-	-	6,420
Pest control	-	-	-	-	2,400

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
Field operations (continued)					
Fertilization	-	-	-	-	10,000
Janitorial services	-	-	-	-	4,000
Electricity	-	-	-	-	1,200
Internet	-	-	-	-	400
Pressure washing	-	-	-	-	4,000
Porter services	-	-	-	-	2,400
Sand	-	-	-	-	1,200
Total field operations	-	-	-	-	113,302
Total expenditures	100,790	31,696	68,594	100,290	214,092
Excess/(deficiency) of revenues over/(under) expenditures	9	38,476	(29,008)	9,468	(6)
Net increase/(decrease) of fund balance	9	38,476	(29,008)	9,468	10,994
Fund balance - beginning (unaudited)	-	(9,468)	29,008	(9,468)	-
Fund balance - ending (projected)	-	-	-	-	-
Assigned					
Working capital	-	-	-	-	-
Unassigned	9	29,008	-	-	(6)
Fund balance - ending	\$ 9	\$ 29,008	\$ -	\$ -	\$ (6)

**RIDGE AT AOPKA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Supervisors	\$ -
Statutorily set at \$200 for each meeting of the Board of Supervisors not to exceed \$4,800 for each fiscal year.	
Management/accounting/recording	\$ 48,000
Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.	
Legal	25,000
General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.	
Engineering	2,000
The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.	
Audit	5,500
Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.	
Arbitrage rebate calculation	500
To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.	
Dissemination agent	1,000
The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.	
Trustee	5,500
Annual fee for the service provided by trustee, paying agent and registrar.	
Telephone	200
Telephone and fax machine.	
Postage	500
Mailing of agenda packages, overnight deliveries, correspondence, etc.	
Printing & binding	500
Letterhead, envelopes, copies, agenda packages.	
Legal advertising	5,000
The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.	

**RIDGE AT AOPKA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Annual special district fee	175
Annual fee paid to the Florida Department of Economic Opportunity.	
Insurance	5,500
The District will obtain public officials and general liability insurance.	
Contingencies/bank charges	500
Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.	
Website hosting & maintenance	705
Maintenance and keeping District website current.	
Website ADA compliance	210
Cost associated with maintaining the District website within ADA compliancy.	
Property appraiser	
Field operations (staff)	-
The District will hire an onsite management team commencing Jan. 2024.	
Landscape maintenance	18,000
The District will maintain landscaping within its boundaries including turf maintenance, horticultural services, & tree pruning commencing Oct. 2023.	
Engineered wood chips	38,783
The District will replenish engineered wood chips once a year in the community park tot lot in Sept. 2024.	
Mulching	5,000
A protective layer of mulch will be applied once a year to landscaped areas in Sep. 2024.	
Irrigation repairs	11,000
The District will Repair sprinkler heads and other irrigation equipment that can be potentially damaged beginning Oct. 2023.	
Reclaim water	3,756
The District will pay for the cost of reclaim water provided by the City of Apopka to irrigate the landscaped areas commencing Oct. 2023.	
Aquatic maintenance	4,743
Maintenance of lake and ponds in District owned and operated areas including border grass & aquatic vegetation control, water testing & treatment, casual debris and trash removal commencing Oct. 2023.	
Pest control	6,420
The District will pay for services to remove and prevent unwanted pests commencing Feb. 2024.	
Fertilization	2,400
The District will fertilize the trees and landscaping on a quarterly basis beginning Dec. 2023 to increase overall health of landscaping.	
Janitorial services	10,000
The District will pay for cleanings of the amenity buildings within the community park commencing Feb. 2024.	
Electricity	4,000
Electricity will be provided in the amenity buildings in the community park commencing Feb. 2024.	
	1,200

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES (continued)

Street lighting	-
Street Lighting operation and maintenance is covered through an Agreement between the City of Apopka and a Municipal Services Benefit Program (MSBU) and has no cost to The District.	
Internet	400
Internet will be provided to the amenity buildings in The District commencing Feb. 2024.	
Pressure washing	4,000
Pressure washing of the sidewalks and amenity buildings will commence Feb. 2024.	
Porter services	2,400
The District will pay for trash removal in the community park and the along right of way commencing Feb. 2024.	
Sand	1,200
The District will replenish the sand along the lake in the community amenity tract once a year in Sep 2024.	
Property appraiser	-
Fee collected by Orange County to process and collect on-roll assessments.	
Total expenditures	<u><u>\$ 214,092</u></u>

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
DEBT SERVICE FUND BUDGET - SERIES 2022
FISCAL YEAR 2024**

	Fiscal Year 2023				Proposed Budget FY 2024
	Adopted Budget FY 2023	Actual through 3/31/2023	Projected through 9/30/2023	Total Actual & Projected	
REVENUES					
Special assessment: off-roll	\$ 876,064	\$ 226,889	\$ 649,175	\$ 876,064	\$ -
Apopka Centerline Development, LLC	-	-	-	-	165,588
DRP FL 5, LLC (Toll Brothers)	-	-	-	-	173,296
AG EHG II (LEN) Multistate 1, LLC (Lennar)	-	-	-	-	203,081
Ridge 429 Owner, LLC (McCraney)	-	-	-	-	169,800
Apopka Development Opportunity, LLC	-	-	-	-	102,895
Ridge Commerce Center, LLC	-	-	-	-	29,250
KS Apopka Centerline Development, LLC	-	-	-	-	32,155
Investment gain/(gain)	-	13,001	-	13,001	-
Interest	-	3,191	-	3,191	-
Total revenues	<u>876,064</u>	<u>243,081</u>	<u>649,175</u>	<u>892,256</u>	<u>876,065</u>
EXPENDITURES					
Debt service					
Principal	185,000	-	185,000	185,000	195,000
Interest	644,288	298,103	346,185	644,288	683,581
Total expenditures	<u>829,288</u>	<u>298,103</u>	<u>531,185</u>	<u>829,288</u>	<u>878,581</u>
Excess/(deficiency) of revenues over/(under) expenditures	46,776	(55,022)	117,990	62,968	(2,516)
Beginning fund balance (unaudited)	-	1,170,558	1,115,536	1,170,558	1,233,526
Ending fund balance (projected)	<u>\$ 46,776</u>	<u>\$ 1,115,536</u>	<u>\$ 1,233,526</u>	<u>\$ 1,233,526</u>	<u>1,231,010</u>
Use of fund balance:					
Debt service reserve account balance (required)					(875,484)
Principal and Interest expense - November 1, 2024					(337,159)
Projected fund balance surplus/(deficit) as of September 30, 2024					<u>\$ 18,367</u>

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

Date	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
11/01/23			341,790.63	341,790.63	12,750,000.00
05/01/24	195,000.00	4.750%	341,790.63	536,790.63	12,555,000.00
11/01/24			337,159.38	337,159.38	12,555,000.00
05/01/25	205,000.00	4.750%	337,159.38	542,159.38	12,350,000.00
11/01/25			332,290.63	332,290.63	12,350,000.00
05/01/26	215,000.00	4.750%	332,290.63	547,290.63	12,135,000.00
11/01/26			327,184.38	327,184.38	12,135,000.00
05/01/27	225,000.00	4.750%	327,184.38	552,184.38	11,910,000.00
11/01/27			321,840.63	321,840.63	11,910,000.00
05/01/28	235,000.00	5.000%	321,840.63	556,840.63	11,675,000.00
11/01/28			315,965.63	315,965.63	11,675,000.00
05/01/29	245,000.00	5.000%	315,965.63	560,965.63	11,430,000.00
11/01/29			309,840.63	309,840.63	11,430,000.00
05/01/30	260,000.00	5.000%	309,840.63	569,840.63	11,170,000.00
11/01/30			303,340.63	303,340.63	11,170,000.00
05/01/31	275,000.00	5.000%	303,340.63	578,340.63	10,895,000.00
11/01/31			296,465.63	296,465.63	10,895,000.00
05/01/32	285,000.00	5.000%	296,465.63	581,465.63	10,610,000.00
11/01/32			289,340.63	289,340.63	10,610,000.00
05/01/33	305,000.00	5.375%	289,340.63	594,340.63	10,305,000.00
11/01/33			281,143.75	281,143.75	10,305,000.00
05/01/34	320,000.00	5.375%	281,143.75	601,143.75	9,985,000.00
11/01/34			272,543.75	272,543.75	9,985,000.00
05/01/35	335,000.00	5.375%	272,543.75	607,543.75	9,650,000.00
11/01/35			263,540.63	263,540.63	9,650,000.00
05/01/36	355,000.00	5.375%	263,540.63	618,540.63	9,295,000.00
11/01/36			254,000.00	254,000.00	9,295,000.00
05/01/37	375,000.00	5.375%	254,000.00	629,000.00	8,920,000.00
11/01/37			243,921.88	243,921.88	8,920,000.00
05/01/38	395,000.00	5.375%	243,921.88	638,921.88	8,525,000.00
11/01/38			233,306.25	233,306.25	8,525,000.00
05/01/39	415,000.00	5.375%	233,306.25	648,306.25	8,110,000.00
11/01/39			222,153.13	222,153.13	8,110,000.00
05/01/40	440,000.00	5.375%	222,153.13	662,153.13	7,670,000.00
11/01/40			210,328.13	210,328.13	7,670,000.00
05/01/41	465,000.00	5.375%	210,328.13	675,328.13	7,205,000.00
11/01/41			197,831.25	197,831.25	7,205,000.00
05/01/42	490,000.00	5.375%	197,831.25	687,831.25	6,715,000.00
11/01/42			184,662.50	184,662.50	6,715,000.00
05/01/43	520,000.00	5.500%	184,662.50	704,662.50	6,195,000.00
11/01/43			170,362.50	170,362.50	6,195,000.00
05/01/44	545,000.00	5.500%	170,362.50	715,362.50	5,650,000.00
11/01/44			155,375.00	155,375.00	5,650,000.00
05/01/45	580,000.00	5.500%	155,375.00	735,375.00	5,070,000.00
11/01/45			139,425.00	139,425.00	5,070,000.00
05/01/46	610,000.00	5.500%	139,425.00	749,425.00	4,460,000.00
11/01/46			122,650.00	122,650.00	4,460,000.00

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
SERIES 2022 AMORTIZATION SCHEDULE**

Date	Principal	Coupon Rate	Interest	Debt Service	Bond Balance
05/01/47	645,000.00	5.500%	122,650.00	767,650.00	3,815,000.00
11/01/47			104,912.50	104,912.50	3,815,000.00
05/01/48	680,000.00	5.500%	104,912.50	784,912.50	3,135,000.00
11/01/48			86,212.50	86,212.50	3,135,000.00
05/01/49	720,000.00	5.500%	86,212.50	806,212.50	2,415,000.00
11/01/49			66,412.50	66,412.50	2,415,000.00
05/01/50	760,000.00	5.500%	66,412.50	826,412.50	1,655,000.00
11/01/50			45,512.50	45,512.50	1,655,000.00
05/01/51	805,000.00	5.500%	45,512.50	850,512.50	850,000.00
11/01/51			23,375.00	23,375.00	850,000.00
05/01/52	850,000.00	5.500%	23,375.00	873,375.00	-
Total	12,750,000.00		12,905,775.14	25,655,775.14	

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT EXTENDING THE TERMS OF OFFICE OF ALL CURRENT SUPERVISORS TO COINCIDE WITH THE GENERAL ELECTION PURSUANT TO SECTION 190.006, FLORIDA STATUTES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Ridge at Apopka Community Development District ("**District**") is a local unit of special purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the current members of the Board of Supervisors ("**Board**") were elected by the landowners within the District based on a one acre/one vote basis; and

WHEREAS, Chapter 190, *Florida Statutes*, authorizes the Board to adopt a resolution extending or reducing the terms of office of Board members to coincide with the general election in November; and

WHEREAS, the Board finds that it is in the best interests of the District to adopt this Resolution extending the terms of office of all current Board members of the District.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT:

SECTION 1. The following terms of office are hereby extended to coincide with the general election to be held in November of 2024:

Seat #3 (currently held by Dean Perry)
Seat #4 (currently held by Thomas Pagnotta)
Seat #5 (currently held by Ernesto Mitsumasu)

The following terms of office are hereby extended to coincide with the general election to be held in November of 2026:

Seat #1 (currently held by Craig Perry)
Seat #2 (currently held by Kevin Walsh)

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 3. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 30th day of May, 2023.

ATTEST:

**RIDGE AT APOPKA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

5

RESOLUTION 2023-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE RIDGE AT AOPKA COMMUNITY DEVELOPMENT DISTRICT DESIGNATING DATES, TIMES AND LOCATIONS FOR REGULAR MEETINGS OF THE BOARD OF SUPERVISORS OF THE DISTRICT FOR FISCAL YEAR 2023/2024 AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Ridge at Apopka Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is required by Section 189.015, *Florida Statutes*, to file quarterly, semi-annually, or annually a schedule (including date, time, and location) of its regular meetings with local governing authorities; and

WHEREAS, further, in accordance with the above-referenced statute, the District shall also publish quarterly, semi-annually, or annually the District’s regular meeting schedule in a newspaper of general paid circulation in the county in which the District is located.

WHEREAS, the Board desires to adopt the Fiscal Year 2023/2024 meeting schedule attached as **Exhibit A**.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE RIDGE AT AOPKA COMMUNITY DEVELOPMENT DISTRICT:

1. **ADOPTING FISCAL YEAR 2023/2024 ANNUAL MEETING SCHEDULE.** The Fiscal Year 2023/2024 annual meeting schedule attached hereto and incorporated by reference herein as **Exhibit A** is hereby approved and shall be published in accordance with the requirements of Florida law and also provided to applicable governing authorities.

2. **EFFECTIVE DATE.** This Resolution shall become effective immediately upon its adoption.

PASSED AND ADOPTED this 30th day of May, 2023.

ATTEST:

**RIDGE AT AOPKA COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT "A"

RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT		
BOARD OF SUPERVISORS FISCAL YEAR 2023/2024 MEETING SCHEDULE		
LOCATION		
<i>office of GrayRobinson, P.A., 301 East Pine Street, Suite 1400, Orlando, Florida 32801</i>		
DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 31, 2023	Regular Meeting	2:30 PM
November 28, 2023	Regular Meeting	2:30 PM
December 19, 2023*	Regular Meeting	2:30 PM
January 30, 2024	Regular Meeting	2:30 PM
February 27, 2024	Regular Meeting	2:30 PM
March 26, 2024	Regular Meeting	2:30 PM
April 30, 2024	Regular Meeting	2:30 PM
May 28, 2024	Regular Meeting	2:30 PM
June 25, 2024	Regular Meeting	2:30 PM
July 30, 2024	Regular Meeting	2:30 PM
August 27, 2024	Regular Meeting	2:30 PM
September 24, 2024	Regular Meeting	2:30 PM

***Exception**

The December meeting date is one week earlier to accommodate the Christmas holiday

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

6

**THIS INSTRUMENT PREPARED BY
AND RETURN TO:**

Helen Ford, Esquire
Mestdagh, Wall & Hamilton, P.A.
280 W. Canton Avenue
Suite 110
Winter Park, FL 32789

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

OF

BRONSON PEAK

Orange County, Florida

**NOTICE: PURSUANT TO ARTICLE VIII, SECTION 11, UPON THE RESALE OF A
UNIT, A RESALE CONTRIBUTION IS REQUIRED TO BE PAID.**

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**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF
BRONSON PEAK**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF BRONSON PEAK (the "Declaration") is made and executed this _____ day of _____, 2023, by TOLL SOUTHEAST LP COMPANY, INC., a Delaware corporation, its successors and assigns, hereinafter called "Declarant," together with DRP FL 5, LLC, a Delaware limited liability company ("Land Owner") and joined by the BRONSON PEAK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association") and joined by the RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT (the "CDD"). Land Owner is executing this Declaration solely as the fee owner of the land which this Declaration will encumber, and undertakes no other liability or responsibility as Declarant under this Declaration whatsoever.

WITNESSETH:

WHEREAS, Land Owner is the fee owner of certain real property ("Lots") within Bronson Ridge, a master planned community, which property is referred to as Bronson Peak and is described on **Exhibit "A"** attached hereto and is also described in Article II of this Declaration ("Property").

WHEREAS, the Property is located within the Bronson's Ridge development, in the City of Apopka, Orange County, Florida, which development is described in and encumbered by that certain Covenant for Bronson's Ridge recorded as Instrument Number 20210778848, in the public records of Orange County, Florida.

WHEREAS, subject to the terms and conditions of the Option Agreement, as defined in Article 1, Declarant has certain rights to acquire Units owned by Land Owner within Bronson Peak, and Declarant and Land Owner hereby desire to create upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of said real property and all of its future Owners.

WHEREAS, the Association is joining this Declaration in order to encumber the Common Areas with this Declaration and to acknowledge its obligations hereunder.

NOW, THEREFORE, Declarant and Land Owner hereby declare that all of the real property described in **Exhibit "A"** and Article II of this Declaration, together with any improvements constructed or to be constructed thereon, is and shall be owned, held, transferred, sold, conveyed, encumbered, leased, rented, used, occupied and improved subject to the following covenants, conditions, restrictions, easements, assessments and liens, all of which are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the real property described in Article II and every part thereof, and all of which shall run with the land and the title to the real property subject to this Declaration, and shall be binding upon all parties having or acquiring any right, title or interest therein.

**ARTICLE I
DEFINITIONS**

The following words, when used in this Declaration or any Supplemental Declaration, shall have the following meanings:

1. "Architectural Review Requirements" means the design criteria and building guidelines promulgated by the Architectural Review Committee as more particularly described in Article IX of this Declaration.

2. "Area(s) of Common Responsibility" means the Common Area, together with those areas, if any, which by the terms of this Declaration, any Supplemental Declaration (as hereinafter defined), other applicable covenants, or by contract with the Association become the responsibility of the Association. The Association and the Declarant reserve the right to convey or delegate Areas of Common Responsibility to the CDD by separate written instrument and upon such conveyance or delegation such Areas of Common Responsibility shall no longer constitute Areas of Common Responsibility for purposes of this Declaration.

3. "Articles" means the Articles of Incorporation of BRONSON PEAK HOMEOWNERS ASSOCIATION, INC., attached hereto as **Exhibit "B"**.

4. "Association" means BRONSON PEAK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns. The Association is NOT a condominium association and is not intended to be governed by Chapter 718, the Condominium Act, Florida Statutes. This Declaration is not intended to create, and does not create, a timeshare or cooperative under Florida law. The Association constitutes a "Neighborhood Association" under the Covenant as hereinafter defined.

5. "Base Assessment" means assessments levied on all Units subject to assessment under Article VIII to fund Common Expenses for the general benefit of all Units, as more particularly described in Article VIII.

6. "Board of Directors", "Board" or "Directors" mean the members of the Board of Directors of the Association as from time to time elected or appointed.

7. "Builder" means any Person which purchases one or more Units for the purpose of constructing improvements for later sale to consumers or parcels of land within the Community for further subdivision, development, and/or resale in the ordinary course of such Person's business.

8. "Bylaws" means the Bylaws of the Association, attached hereto as **Exhibit "C"**.

9. "CDD" means the Ridge at Apopka Community Development District or one or more Community Development Districts formed pursuant to Chapter 190, Florida Statutes, which shall own or be responsible to maintain and operate property, facilities, infrastructure and community services within or outside the Community.

10. "City" means the City of Apopka, Florida.

11. "Common Areas" means all real and personal property within the Community, which are declared herein or in any Supplemental Declaration to be the "Common Areas" or on any recorded Plat, and all improvements thereto, which are designated for the use and enjoyment of all Owners, or which are otherwise dedicated, conveyed, leased or for which a license or use right is granted to the Association and which are intended to be devoted to the common use and enjoyment of some or all of the Owners, as more specifically provided herein. Each Common Area shall be designated, dedicated, conveyed, leased, licensed or have a use right granted to the Association at such time as is provided in the instrument that designates, dedicates, conveys, leases, licenses or grants a use right for such area of land to the Association. As used herein, "Common Areas" shall include, among other things: (i) all improvements and equipment located in or on the Common Areas, including, without limitation, as applicable to the Community, private roadways, signage, entry features, swales and berm, sidewalks

and irrigation systems; (ii) any pools, recreational facilities, clubhouses, parking facilities (if any) designated as Common Areas in this Declaration, any Supplemental Declarations or on the Plat; (iii), but shall exclude from the definition of "Common Areas" (x) any public utility installation located in or on the Common Areas thereon, including, but not limited to, water and sewer infrastructure (to the extent not conveyed to the City) (y) all portions of any Community Systems (as defined below), unless any of the foregoing under (x) and (y) are specifically designated as part of the Common Areas pursuant to a Supplemental Declaration by the Declarant; (vi) any property owned by the CDD and (vii) any other property of Declarant not expressly made Common Areas. The Declarant and the Association reserve the right to convey any property within the Community – including but not limited to the Common Areas or portions thereof – to the CDD and upon such conveyance such Common Areas shall no longer constitute Common Areas for purposes of this Declaration.

12. "Common Expenses" means the actual and estimated expenses of operating the Association, including, but not limited to, maintenance of the Common Areas, Limited Common Area, and Area(s) of Common Responsibility, services and any reasonable reserve, all as may be found necessary and appropriate by the Board pursuant to this Declaration, the Articles, the Bylaws and State and local law. Except as may be expressly set forth herein, all undertakings or activities of the Association concerning the Community and enforcing the provisions of this Declaration shall be done at Common Expense.

13. "Community" and/or "Property" means the real property and all other property described in Exhibit "A" attached hereto and incorporated herein by reference and interests therein, which is subject to this Declaration, together with such additional property now or hereafter made subject to this Declaration in accordance with Article II.

14. "Community Systems" means and refers to any and all television (cable, satellite or otherwise), telecommunication, alarm/monitoring, electronic surveillance and/or monitoring systems intended to control access, internet, telephone, utility or other lines, conduits, wires, amplifiers, towers, antennae, satellite dishes, equipment, materials, installations and fixtures (including those based on, containing and serving future technological advances not now known), installed by Declarant, the Association or a third party provider, or pursuant to any grant of easement or authority by Declarant and/or the Association within the Community.

15. "Community-Wide Standard" means the standard of conduct, maintenance or other activity specifically determined by the Board of Directors or its committees.

16. "Conservation Areas" means those protected areas required by SJRWMD for the Community, including, but not limited to wetland preservation areas, mitigation areas and upland buffers which are protected under conservation easements created pursuant to Section 704.06, Florida Statutes.

17. "County" means Orange County, Florida.

18. "Covenant" means that certain Covenant for Bronson's Ridge recorded as Instrument Number 20210778848, in the public records of Orange County, Florida, which encumbers the Property.

19. "Declarant" means Toll Southeast LP Company, Inc., a Delaware corporation, its successors and assigns; provided, however, that any successor or assign shall acquire for the purpose of development or sale any or all portion of the remaining undeveloped or unsold portions of the Property and, provided further, in the instrument of conveyance to any such successor or assign, or via a separate recorded instrument given in connection with said instrument of conveyance, such successor or assign is designated as the Declarant hereunder by the grantor of such conveyance, which grantor

shall be the Declarant hereunder at the time of such conveyance; provided further, upon such designation of such successor Declarant, all rights of the former Declarant in and to such status as Declarant hereunder shall cease and be assumed by such successor or assign, it being understood as to all of the Property, which is now subject to this Declaration, that there shall be no more than one person or legal entity entitled to exercise the rights and powers of the Declarant hereunder at any time. So long as Land Owner owns any portion of the Property, any assignment of the Declarant's rights under this Declaration shall require the prior written consent of Land Owner. Any proposed assignment without such consent shall be deemed void and of no force and effect. Notwithstanding the foregoing, in the event the Option Agreement is terminated prior to the purchase of all of the Lots from Land Owner by Toll Southeast LP Company, Inc., as evidenced by a Notice of Termination of Option, Land Owner shall, upon its election and recordation of a Notice of Assignment of Declarant's Rights, automatically become the Declarant under this Declaration with respect to the Lots owned by Land Owner, in which event all references to "Declarant" shall thereafter mean and refer only to Land Owner or its successors or assigns with respect to such Units owned by Land Owner, and after which event Toll Southeast LP Company, Inc. (or its successors or assigns) shall no longer be the Declarant under this Declaration with respect to the same; provided, however, that Land Owner shall not be liable to any person or entity for any act or omission of Declarant arising prior to the date Land Owner succeeds to Declarant's rights hereunder, including, without limitation, Declarant's failure to pay any amounts owing or to be paid or reserved for hereunder or as may otherwise be required by statute or at law or to perform any act or obligation required to be performed by Declarant hereunder or as may otherwise be required by statute or at law, and Land Owner shall assume the obligations under this Declaration only for matters and obligations arising or to be performed from and after the date Land Owner succeeds to Declarant's rights hereunder with respect to Land Owner's Lots, and Land Owner is hereby released and discharged from any and all obligations under this Declaration accruing prior to the date Land Owner succeeds to Declarant's rights hereunder or with respect to any Property owned by Declarant. Toll Southeast LP Company, Inc. agrees to indemnify and hold Land Owner harmless for Toll Southeast LP Company, Inc.'s actions and/or inactions as Declarant, and for all costs, fees and expenses imposed upon Declarant accruing prior to the date that Land Owner succeeds to Declarant's rights hereunder. For all purposes hereunder, the term "Declarant" shall include any use of the term "developer" or other commonly used phrases indicative of a party granted the power and authority to subject real property to covenants, conditions, and restrictions typical of a Florida platted residential community.

20. "Governing Documents" shall mean this Declaration, the Articles, the Bylaws and the Rules and Regulations.

21. "Home" shall mean a residential dwelling unit constructed within the Community which is designed and intended for use and occupancy as a single-family residence, and includes but is not limited to a detached single-family home, a zero lot line single family home, a residential unit contained in a townhouse or high-rise building, whether such residential unit is subject to condominium form of ownership, owned in fee simple or another form of ownership or possession, and includes any interest in land, Improvements, or other property appurtenant to the Home; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until the Association provides otherwise, if at all, or if required by applicable law. The term Home may not reflect the same division of property as reflected on a Plat.

22. "Improvement(s)" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind, whether existing or hereafter constructed, located within the Community, including, but not limited to, buildings, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler pipes, roads, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, hedges, plantings, water bodies, water features, poles, swings, tennis courts, swimming pools, covered patios, screen enclosures, jogging,

bicycling and walking paths, basketball backboards and hoops, signs, site walls, benches, mailboxes, decorative street lights and signs.

23. "Limited Common Area" means any and all real and personal property, easements, improvements, facilities and other interest, as more particularly described in Article III, Section 2 of this Declaration, which are reserved for the use of Owner(s) of certain Units to the exclusion of other Owner(s) and/or other Units.

24. "Lots" shall mean any and all real property located within the Community that is owned by Land Owner.

25. "Master Plan" means the land use plan for the development of the Community, as it may be amended, which plan includes the property described on **Exhibit "A"**. Inclusion of property and improvements on the Master Plan shall not, under any circumstances, obligate Declarant to add said property and/or construct the improvements reflected on the Master Plan.

26. "Member" means all those Owners who are members of the Association as provided in Article IV, Section 1, hereof.

27. "Option Agreement" shall mean that certain Option Agreement dated December 13, 2021, executed by and between Declarant and Land Owner, as amended, which agreement includes an option in favor of Declarant to acquire Lots within the Community, subject to the terms and conditions of the Option Agreement.

28. "Owner" means the record owner, whether one or more persons or entities, of the fee simple title to any Unit or other property located within the Community, excluding, however, the Association and any person holding such interest merely as security for the performance or satisfaction of an obligation.

29. "Permit" or "Permits" shall mean all permits, authorizations, licenses, development approvals and other approvals pertaining to the Community or the Property.

30. "Person" means any natural person, as well as a corporation, joint venture, partnership (general or limited), association, trust or other legal entity.

31. "Plat" means any Plat or Replat of the Community or any portion thereof now or hereafter recorded, including, without limitation, that certain Plat of Bronson Peak Phase 1A recorded in Plat Book _____, Pages _____ through _____, inclusive of the Public Records of Orange County, Florida.

32. "Rules and Regulations" means the procedures for administering the Association, the Community, and the use of the Common Areas, as adopted by resolution of the Board of Directors.

33. "SJWMD" shall mean the St. Johns River Water Management District.

34. "Special Assessment" means assessments levied in accordance with Article VIII, Section 3 of this Declaration.

35. "Specific Assessment" means assessments levied in accordance with Article VIII, Section 4 of this Declaration.

36. "Supplemental Declaration" means an amendment or supplement to this Declaration recorded pursuant to Article II which subjects additional property to this Declaration and/or imposes, expressly or by reference, additional restrictions and obligations on the land described therein.

37. "Turnover Date" shall mean the date upon which Declarant relinquishes control of the Association to the Members, which shall be the earliest of the following to occur: (i) three (3) months after ninety percent (90%) of the Units in all phases of the Community that will or may ultimately be operated by the Association have been conveyed to Class "A" Members, which Turnover shall occur at the Turnover meeting; (ii) when Declarant elects, in its sole discretion, to relinquish control of the Association to the Members; (iii) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure, with there being a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under FL. STAT. §720.308 for a period of more than 2 years; (iv) upon Declarant filing a petition seeking protection under Chapter 7 of the U.S. Federal Bankruptcy Code; (v) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities hereunder first arising after the date of such assignment; or (vi) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 day after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members. For purposes of this Declaration, the term "Member(s) Other Than Declarant" shall not include Builders, contractors or other parties who purchases or holds the title to a Lot for the purpose of constructing a Dwelling thereon for resale.

38. "Unit" means a portion of the Community, whether improved or unimproved, which may be independently owned and conveyed and which is intended for development, use, and occupancy as an attached or detached residence for a single family. The term shall refer to the land, if any, which is part of the Unit as well as any improvements thereon. The term shall include, by way of illustration but not limitation, townhouse units, villas, cluster homes, patio or zero lot line homes, and single-family detached houses on separately platted lots, as well as vacant land intended for development as such, but shall not include Common Areas or property dedicated to the public. In the case of a building within a townhome or other structure containing multiple dwellings, each dwelling shall be deemed to be a separate Unit.

In the case of a parcel of vacant land or land on which improvements are under construction, the parcel shall be deemed to contain the number of Units designated for residential use for such parcel on the Master Plan or the site plan approved by Declarant, whichever is more recent, until such time as a Plat is recorded on all or a portion of the subject parcel. Thereafter, the portion encompassed by such plat shall constitute a separate Unit or Units as determined above and the number of Units on the remaining land, if any, shall continue to be determined in accordance with this paragraph.

39. "Water Management System" or "Surface Water or Stormwater Management Systems" shall mean and refer to the surface water management system and storm water management system for the Community including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

40. "Bronson Peak" is the name of the Community.

ARTICLE II
PROPERTY SUBJECT TO THIS DECLARATION; WITHDRAWALS

Section 1. General Development Plan. ANY SITE PLAN OF THE COMMUNITY IS CONCEPTUAL ONLY AND FOR THE CONVENIENCE OF REFERENCE. IT SHOULD NOT BE RELIED UPON AS REPRESENTATION, EXPRESS OR IMPLIED, OF THE FINAL SIZE, LOCATION OR DIMENSIONS OF ANY LOT OR BUILDING AREA. THE DECLARANT EXPRESSLY RESERVES THE RIGHT TO MAKE ANY MODIFICATIONS, REVISIONS, AND CHANGES IT DEEMS DESIRABLE IN ITS SOLE AND ABSOLUTE DISCRETION OR AS MAY BE REQUIRED BY LAW OR GOVERNMENTAL BODIES HAVING JURISDICTION OVER SAME.

The Association is not a condominium association and therefore shall not be governed by the provisions of Chapter 718, Florida Statutes, but rather shall be governed by Chapter 720, Florida Statutes, as enacted on the date this Declaration is recorded in the public records of the County, and shall in all respects permissible, except as otherwise expressly set forth herein, not be subject to subsequent amendments made to said Chapter 720, Florida Statutes. This Declaration is not a declaration of condominium.

Section 2. The Property. The real property which is, and shall be, held, transferred, sold, conveyed and occupied subject to this Declaration is described on **Exhibit "A"** attached hereto and made a part hereof (the "Property").

Section 3. Additions to the Property. Additional lands may become subject to this Declaration as follows:

(a) Declarant, together with the Land Owner, and other owners of fee simple title to the property involved if other than Declarant or Land Owner, shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other Person being required, except as may be required by law, by filing a Supplemental Declaration in the public records of the County.

(b) Additionally, Declarant shall have the right to bring additional properties within the operation of this Declaration to become part of the Community without the consent or joinder of any other Person being required to accomplish the following purposes:

(i) to include within the Community any portions of any rights-of-way which become abandoned and which abut the Community, or to otherwise move the boundary lines of the Community such that at locations where possible, the boundary lines abut public ways; and

(ii) to include within the Community the situs of lands containing easement ways for ingress and egress and the swale areas of such easement ways which connect any private road system within the Community to the public way.

(c) Upon approval in writing of the Association pursuant to a majority vote of its Members, an owner of any land who desires to add it to the scheme of this Declaration and to subject it to the jurisdiction of the Association may record a Supplemental Declaration declaring its intention and containing the legal description of the lands to be added; provided, so long as Declarant owns a Unit in the Community for the sale in the ordinary course of business, then there shall be no additions to the Community (other than as permitted under paragraphs (a) and (b) above and paragraph (d)

below), unless the Declarant joins the majority of Owners in approving such addition, which joinder of Declarant must be evidenced by Declarant joining into the subject Supplemental Declaration.

(d) Upon a merger or consolidation of the Association with another association, the Association's properties, rights and obligations may, by operation of law, be transferred to another surviving or consolidated association or, alternatively, the properties, rights and obligations of another association may, by operation of law, be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to merger. The surviving or consolidated association may administer the covenants, restrictions and conditions established by this Declaration within the Community, together with the covenants, conditions and restrictions established upon any other property as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Community.

(e) At the time any additional lands are made subject to this Declaration, in conjunction with any approval as may be required by the City, Declarant may also record an instrument which:

(i) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only; or

(ii) creates new provisions applicable only to such additional lands; or

(iii) omits the applicability of any of the provisions of this Declaration as to any such additional lands; or

(iv) does any, all, any combination of, or none of the above.

(f) The execution and recordation of this Declaration shall not be construed to require Declarant to subject any additional lands to the covenants, conditions and restrictions or other provisions of this Declaration or any other recorded instrument.

Section 4. Withdrawal. Declarant reserves the right to amend this Declaration at any time, without prior notice and without the consent of any Person, for the purpose of removing certain portions of the Community then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for the Community desired to be effected by Declarant; provided, however, such withdrawal is not unequivocally contrary to the overall, uniform scheme of development for the Community. Any withdrawal of land not owned by Declarant shall require the written consent or joinder of the Land Owner or then-owner(s) and mortgagee(s) of such land, but not of any others. Notwithstanding the foregoing, no withdrawal which effects the operation and maintenance of the Water Management System shall be made without the consent of the SJRWMD and the City.

ARTICLE III COMMON AREA; COMMUNITY SYSTEMS

Section 1. Common Areas. The Common Areas are as designated on the Plat, in this Declaration, or in any other documents recorded from time to time by the Declarant. Unless otherwise provided for in Section 5 of this Article, Declarant shall have the right to add property to the Common Areas at Declarant's sole option and in its sole discretion. Declarant hereby initially designates the following tracts on the Plat as the Common Areas for the use and benefit of all Owners within the Community:

TRACT A-1 (AMENITY), TRACT C-2 (ALLEY TRACT),TRACTS OS-1, OS-3 AND OS-7 (OPEN SPACE), TRACT LS-1 (LANDSCAPE/WALL), AND TRACT P-1 (STORMWATER); TOGETHER WITH ALL DRAINAGE EASEMENTS REFERENCED ON THE PLAT.

The Declarant and the Association reserve the right to convey all of its right, title and interest in and to any portion of the Common Areas and any easements associated therewith and upon such conveyance said properties and easements shall no longer constitute Common Areas for purposes of this Declaration.

The Declarant may, but is not obligated, in its sole discretion, to construct signage at the entrance of the Community which identifies the Community and includes a notation indicating that the Community was developed "by Toll Brothers" (or some similar reference to Declarant or an entity affiliated with Declarant), including the use of any particular logos and/or trademarks utilized by Declarant, and convey such signage to the Association along with a non-exclusive license to use the logos and/or trademarks depicted on the signage (but only for purposes of maintaining such logos/trademarks in the manner depicted on the signage at the time of conveyance and for no other purpose, such license being revocable by Declarant at any time). If the signage is constructed and conveyed to the Association, the Association shall thereafter perpetually maintain such signage, including perpetually maintaining the notation that the Community was developed "by Toll Brothers" (or some similar reference to Declarant or an entity affiliated with Declarant) in the same presentation as was utilized when such signage was conveyed to the Association, until such time as the Declarant may determine, in its sole discretion, that it no longer wishes to be referenced on the signage (upon which the Association shall, at its own expense, remove such reference). The Declarant shall have the right in its sole discretion to convey additional real estate improved or unimproved and/or personal property as additional Areas of Common Responsibility or, subject to the terms of Article II, Section 3, as additional Common Area, which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall be maintained by the Association at its expense for the benefit of the Members. The boundaries of the Common Area may from time to time be modified by Declarant as deemed necessary or appropriate by Declarant for development and sale of the Community. The Association shall, at Declarant's request and without approval of a Person, execute any such instrument deemed necessary to accomplish any boundary modification.

Section 2. Limited Common Area. Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Units. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and lakes. Except as otherwise provided herein, all costs associated with the maintenance, repair, replacement, and insurance of Limited Common Areas shall be assessed as an additional Base Assessment against the Owners of those Units to which the Limited Common Area is assigned. Declarant initially designates the areas listed on **Exhibit "D"** attached as Limited Common Areas, although the Declarant reserves the right in its sole discretion to subsequently designate any additional Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Common Area to the Association, or on the Plat relating to such Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to additional Units, so long as the Turnover Date has not occurred. Thereafter, a portion of the Common Area may be assigned as Limited Common Area of a particular Unit or Units and Limited Common Area may be reassigned upon the vote of a majority of the total Class "A" votes in the Association. As long as the Declarant owns any property in the Community for development and/or sale, any such assignment or reassignment shall also require the Declarant's prior written consent.

The Limited Common Area may be designated on the Plat, or in other documents recorded from time to time by the Declarant, including in a Supplemental Declaration. The Association may adopt rules and regulations which govern, among other things, the use of the Limited Common Area. The Declarant, subject to the terms of Article II, Section 3, shall have the right in its sole discretion to convey additional real estate, improved or unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association at its expense for the benefit of the Members, or by the Unit Owners to which the Limited Common Area(s) are assigned.

Section 3. Easements for Use and Enjoyment of Common Areas. Every Owner of a Unit shall have a right to and easement of ingress and egress, use and enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with the title to the Unit, subject to the following provisions:

(a) the right of the Association and/or CDD to borrow money for the purpose of improving the Common Areas, or any portion thereof or for construction, repairing or improving any facilities located or to be located thereon, and give as security for the payment of any such loan a mortgage encumbering all or any portion of the Common Areas; provided, the lien and encumbrance of any such mortgage given by the Association shall be subject and subordinate to any rights, interests, options, easements and privileges herein reserved or established for the benefit of Declarant or any Owner, or a holder of any mortgage, irrespective of when executed or given by Declarant or any Owner, encumbering any Unit or other property located within the Community;

(b) the right of the Association and/or CDD to grant easements across the Common Areas to Persons who are not Owners;

(c) the right of the Association and/or CDD to dedicate or transfer all or any portion of the Common Areas, subject to such conditions as may be agreed to by a majority of the Members of the Association (after the Turnover Date) and subject to the approval requirements of Declarant;

(d) this Declaration, the Bylaws and any other applicable covenants;

(e) any restrictions or limitations contained in any deed conveying such property to the Association;

(f) the right of the Board to adopt rules regulating the use and enjoyment of the Common Area, including rules restricting use of recreational facilities within the Common Area to occupants of Units and their guests and rules limiting the number of guests who may use the Common Area;

(g) the right of the Board to levy reasonable fines, as further provided herein, of up to \$100 per violation against an Owner and/or any tenant, guest or invitee; provided that that a fine may not be imposed without an opportunity for notice and hearing pursuant to the Bylaws and Section 4 of Article XIV of this Declaration;

(h) the right of the Board to suspend the right of an Owner and/or any tenant, guest or invitee to use Common Areas and recreational facilities within the Common Areas, and the right of the Board to suspend the voting rights of an Owner, for the failure to pay any monetary obligation imposed against such Owner or such Owner's Unit that remains delinquent for more than ninety (90) days, said suspension to be in force until such time as the obligation is paid in full;

(i) the right of the Board to permit use of any recreational facilities situated on the Common Area by a person other than Owners, their families, lessees and guests upon payment of use fees established by the Board; and

(j) The right of the CDD to utilize any easement granted to it in this Declaration.

Any Owner may delegate his or her right of use and enjoyment in and to the Common Areas and facilities located thereon to the members of his/her family, tenants, guests and invitees.

Section 4. Assumption of Risk. Except as further qualified in this Declaration and as required by the City, without limiting any other provision herein, each Person within any portion of the Community, including but not limited to the Common Areas, Limited Common Areas or Areas of Common Responsibility ("User") accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of the Community, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers as permitted by applicable law, (c) view restrictions caused by maturation of trees or shrubs, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees, and (e) design of any portion of the Common Areas or Areas of Common Responsibility. Each Owner and User also expressly indemnifies and agrees to hold harmless Declarant, the Association, the CDD, and all employees, staff, Board Supervisors, directors, representatives, officers, agents, affiliates, attorneys and partners of the foregoing (the "Indemnified Parties") from any and all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, consequential, or otherwise, including without limitation, attorneys' fees, paraprofessional fees, and costs at trial and upon appeal, arising from or related to use of the Community, including, but not limited to the Common Areas, Limited Common Areas or Areas of Common Responsibility, by Owners, Users and/or their guests, family, members, invitees or agents, or the interpretation of this Declaration and/or exhibits attached hereto, and/or from any act or omission of any of the Indemnified Parties. Should any Owner bring suit against any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses incurred by the Indemnified Parties in the defense of such suit, including, but not limited to, attorneys' fees and paraprofessional fees at trial and upon appeal. Without limiting the foregoing, all Users using any portion of the Community, including but not limited to the Common Areas, Limited Common Areas and Areas of Common Responsibility, including without limitation, any pool, do so at their own risk. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT THE COMMUNITY MAY CONTAIN WILDLIFE SUCH AS, AMONG OTHER THINGS, ALLIGATORS, FISH, INSECTS, SNAKES, RACCOONS, DEER, FOWL AND FOXES. DECLARANT, THE CDD, AND THE ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

Section 5. Redesignation of Common Areas. Notwithstanding anything contained herein to the contrary and provided that the Master Plan of the Community is not substantially modified, Declarant shall have the right, in its reasonable discretion, provided that approval is obtained from the City of Apopka City Commissioners, to alter or modify the Common Areas and any improvements, easements and use rights thereon or appurtenant thereto, including, but not limited to, the right to redesignate, modify, alter, increase or decrease (collectively, "Redesignate") the specified uses(s) of any Common Areas in any manner deemed reasonably appropriate by Declarant without the consent of the Association, Owners, or any lenders for so long as Declarant shall own any portions of the Property. In the event Declarant exercises its right to Redesignate the specified use(s) of the Common Areas, Declarant shall record an amendment to this Declaration in the public records, setting forth the portion of the Common Area subject to redesignation and the redesignated use thereof.

Section 6. Conveyance of Common Areas and Limited Common Areas. At any time as determined by Declarant in its sole discretion, all or portions of the Common Areas and Limited Common Areas may be dedicated by Plat, created in the form of easements or conveyed by Quitclaim Deed from Declarant to the Association. The dedication, creation by easement or conveyance shall be subject to the terms and provisions of this Declaration and the Articles and Bylaws; easements, restrictions, reservations, conditions, limitations and/or declarations of record or common to the Community; real estate taxes for the year of recordation of this Declaration and subsequent years; and zoning, land use regulations, and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and any and all service and similar contracts relating to the ownership, operation, maintenance and administration of the conveyed portions of the Common Areas or Limited Common Areas and any and all other obligations relating thereto, and the Association shall and does indemnify and hold Declarant harmless from and against same. The Association by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition or qualification of any nature. The Common Areas, Limited Common Areas and the personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREA OR LIMITED COMMON AREA BEING CONVEYED.

Section 7. Alleyways. Regardless of the fee simple ownership of any Alleyway within the Property, the administration, regulation, care, and Alleyway Maintenance, as such term is further described herein, shall be the responsibility of the Association, as if such Alleyway was Common Area for the benefit of the Association, as further described herein. Declarant hereby reserves for the benefit of the Declarant and the Association, such perpetual, nonexclusive easements as time to time required by the Declarant and the Association in connection with the Alleyway Maintenance.

Section 8. Community Systems. The Declarant shall have the right, but not the obligation, to install and provide Community Systems and to provide the services available through the Community Systems to any and all Units within the Community. If the Declarant installs and provides the Community Systems, neither the Association nor any Owner shall have any interest in the Community Systems. Any or all of such services may be provided either indirectly, through the Association and paid for as a Common Expense, or directly, by the Declarant, an affiliated entity or a third party and paid for by the recipient of the services. The Community Systems shall be the property of the Declarant (or an affiliated entity) unless transferred by the Declarant (or such affiliated entity), whereupon any proceeds of such transfer shall belong to the Declarant (or such affiliated entity). The Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other Person (including an Owner, as to any portion of the Community System located on such Owner's Unit).

ALL PERSONS ARE HEREBY NOTIFIED THAT THE ASSOCIATION MAY BE A PARTY TO A CONTRACT FOR THE COMMUNITY SYSTEMS SERVING THE COMMUNITY FOR A TERM WHICH EXTENDS BEYOND THE TURNOVER DATE AND THAT, IF SO PROVIDED IN SUCH CONTRACT, THE ASSESSMENTS PAYABLE AS TO EACH UNIT WILL INCLUDE CHARGES PAYABLE BY THE ASSOCIATION UNDER SUCH CONTRACT, REGARDLESS OF WHETHER OR NOT THE OWNER OR MEMBERS OF SUCH UNIT ELECT TO RECEIVE SERVICE FROM OR THROUGH THE COMMUNITY SYSTEMS.

Section 9. Publicly Dedicated Tracts. Certain portions of the Community may be dedicated by Declarant in its sole and absolute discretion to the CDD and/or the public. Such dedicated tracts may be designated on the Plat, or in other documents recorded from time to time by the Declarant, including in a Supplemental Declaration.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every Person, including Declarant, who is a record owner of a fee or undivided fee interest in any Unit in the Community shall be a Member of the Association, provided that any Person who holds such interest merely as a security for the performance of an obligation shall not be a Member. Change of membership shall be established by recording in the public records of the County a deed or other instrument which conveys fee title to a Unit within the Community, and by the delivery to the Association of a copy of such recorded instrument. If a copy of said instrument is not delivered to the Association, the new Owner shall become a Member, but shall not be entitled to voting privileges. Membership in the Association by all Owners is mandatory and automatic with the ownership of any Unit and is appurtenant to, runs with, and shall not be separated from, the Unit upon which membership is based.

Section 2. Voting Rights. The Association shall have two (2) classes of membership, Class "A" and Class "B", as follows:

(a) Class "A". Class "A" Members shall be all Owners, with the exception of the Declarant prior to the Turnover Date. Each Class "A" Member shall be entitled to one (1) equal vote for each Unit owned by said Class "A" Member in the Community. When more than one (1) person holds an ownership interest in any Unit, all such persons shall be Members, provided that only one vote may be cast on behalf of all such Members holding an ownership interest in any one Unit. The vote for such Unit shall be exercised as those Owners themselves determine and advise the Secretary prior to any meeting. In the absence of such advice, the Unit's vote shall be suspended in the event more than one (1) person seeks to exercise it.

(b) Class "B". The sole Class "B" Member shall be the Declarant and the Land Owner. The rights of the Class "B" Member, including the right to approve or withhold approval of actions proposed under this Declaration and the Bylaws, are specified elsewhere in the Declaration and the Bylaws. The Class "B" Member may appoint all of the members of the Board prior to the Turnover Date. Following the Turnover Date, the Declarant shall have a right to disapprove actions of the Board and committees as provided in the Bylaws. Additionally, prior to the Turnover Date, the Class "B" Member shall be entitled to a number of votes equal to three (3) times the number of Class "A" votes at any given time. After the Turnover Date, the Declarant shall become a Class "A" Member entitled to one (1) vote for each Unit owned.

ARTICLE V EASEMENTS

In addition to the easements which appear on the Plat, the respective rights and obligations of the Unit owners, the Association, Declarant, governing CDD, and others concerning easements affecting the Community shall include the following, which may not be removed except as authorized herein:

Section 1. Easements for Utilities and Community Systems. Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) hereby reserves for the benefit of itself, its successors and assigns and the Association and the CDD, perpetual blanket

easements upon, across, above and under the Community, which easements shall be for access, ingress, egress, installation, construction, repair, operation, maintenance, expansion and replacement of utility services and Community Systems for the Community or any portion thereof, including, but not limited to water, sewer, gas, drainage, irrigation, fire protection, electricity, any Community Systems, and other services, such as trash disposal roads and walkways. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under or through any existing Unit, except as may be temporarily necessary for utility installation, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or to the occupant of the Unit. Use of the Community for utilities, as well as use of the other utility easements as shown on relevant Plats, shall be in accordance with the applicable provisions of this Declaration and said Plats.

Section 2. Easement for Entry. The Association shall have an easement to enter into any Unit for emergency, security, safety and for other purposes reasonably necessary for the proper maintenance and operation of the Community, which right may be exercised by the Board of Directors, its officers, agents, employees, managers, and all policemen, firemen, ambulance personnel and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after 24 hours' notice to the Owner. This right of entry shall include the right of the Association to enter a Unit to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon the request by the Board.

Section 3. Easement for Maintenance. The Declarant and the Association shall each have a non-exclusive and perpetual easement to enter upon, across, above and under each Unit within the Community, including the Common Areas and Limited Common Areas, at reasonable hours to perform its responsibilities of maintenance, inspection and repair, including, without limitation, the right but not the obligation to enter upon each Unit for the purpose of maintaining and landscaping the yards of Units and for the purposes of exterior pest control (provided that the burden of such obligations of landscaping and pest control lie with the Unit Owner, and nothing herein shall be construed to obligate the Association to bear such responsibility). The rights of Declarant and Association described herein include the right to connect to any exterior spigot of a Unit in order to facilitate the maintenance and/or landscaping of the Unit. No Unit Owner may erect any structure or improvement that will deny or impede the Association's access to the exterior spigots and irrigation controls of that Unit. Notwithstanding the foregoing, the parties acknowledge and agree that neither the Declarant nor the Association shall not have the right to enter into the courtyard of any Unit, except in the case of an emergency, and the Owners shall be responsible for the maintenance of all landscaping in said courtyards, if applicable.

Each Owner of a Unit shall have a non-exclusive and perpetual easement to temporarily enter upon and across the Units adjacent to such Owner's Unit, at reasonable hours, only to the extent actually necessary under the circumstances, to perform its responsibilities of maintenance, landscaping, inspection and repair of said Owner's Unit as further described in this Declaration. Notwithstanding anything contained herein to the contrary, the Association makes no representation or warranty as to acceptability under applicable Local Government codes or ordinances of any maintenance performed by the Association on behalf of an Owner.

Section 4. Damages. The use of any easement granted under the provisions of this Article shall not include the right to disturb any building or structure in the Community, and any damage caused to same shall be repaired at the expense of the party causing such damage.

Section 5. Easement for Collection for Stormwater Runoff and Flood Water. The Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) reserves for itself, its successors and assigns, and the Association, the CDD, the City and SJRWMD, the non-exclusive right and easement, but not the obligation, to enter upon any part of Community to (a) install, keep, maintain and replace pumps in order to provide water for the irrigation of any of the Association property and Common Areas; (b) construct, maintain and repair any part or portion of the Water Management System and any structure designed to divert, collect or retain water; and (c) remove trash and other debris. This easement shall not entitle the holders to construct or install any drainage systems or facilities over, under-or through any existing Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the Person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit and, except in an emergency, entry onto any Unit shall be made only after reasonable notice to the Owner or the Owner's occupant. Further, every Unit and the Common Area shall be burdened with easements for natural drainage or stormwater runoff from other portions of the Community; provided, no Persons shall alter the natural drainage on any Unit so as to materially increase the drainage of stormwater onto adjacent portions of the Community without the consent of the Owner of the affected Property, the Association, the CDD, and, if applicable, SJRWMD and the City.

Section 6. Encroachments. Any portion of any Unit encroaching upon any other Unit or on any of another Unit, Common Area or Limited Common Area, or any encroachment that shall hereafter occur as a result of (i) construction or reconstruction of any Improvement, provided the encroachment was not intentional; (ii) settling or shifting of an Improvement, provided the encroachment was not intentional; (iii) any addition, alteration or repair to the Common Area made by or with the consent of the Association; or (iv) any repair or restoration of any Improvements (or any portion thereof) or any Unit after damage by fire or other casualty (provided the encroachment was not intentional) or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit, Common Area or Limited Common Area, then in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the Improvements shall stand. Such easement shall exist to a distance of not more than three (3) feet as measured from any common boundary between contiguous Units and between each Unit and any adjacent Common Area along a line perpendicular to such boundaries at such points. Any such easement or encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of each of the Unit Owners and their respective designees.

Section 7. Easements to Service Additional Property. The Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) hereby reserves for itself and its duly authorized agents, representatives, employees, successors, assigns, licensees and mortgagees, including, but not limited to, the CDD, an easement over the Common Area for the purposes of enjoyment, use, access and development of any property located adjacent to or in the vicinity of the Community. This easement includes, but is not limited to, a right of ingress and egress over the Common Area for construction of roads and for connecting and installing utilities Community System on such property. Declarant agrees that it and its successors or assigns shall be responsible for any damage caused to the Common Area as a result of vehicular traffic connected with development of such property. Declarant further agrees that if the easement is exercised for permanent access to such property and such property or any portion thereof is not made subject to this Declaration, the Declarant, its successors or assigns shall enter into a reasonable agreement with the Association to share the cost of maintenance of any access roadway serving such property.

Section 8. Easements for Cross-Drainage. Every Unit and the Common Area shall be burdened with easements for natural drainage of storm water runoff from other portions of the Community; provided, no Person shall alter the natural drainage on any Unit after the development of the Community pursuant to approved permits, so as to materially increase the drainage of storm water onto

adjacent portions of the Community without the consent of the Owner of the affected property, the Association, the CDD, and, if applicable, SJRWMD and the City.

Section 9. Lake Maintenance Easement. The Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property) hereby reserves for the benefit of itself, its successors and assigns, and the CDD and the Association, upon, across, above and under the Community, a non-exclusive right and easement to enter upon any part of the Community to maintain, inspect and repair, any lakes or water bodies constructed on the Community, if any. This Easement shall be along the shoreline of each lake or water body and extending back at least twenty (20) feet from the actual water's edge of such lakes or water bodies for the purpose of maintaining the lakes or water bodies. Modification of the shoreline by an Owner is strictly prohibited.

Section 10. CDD Easement. The CDD is granted a perpetual nonexclusive easement for ingress and egress, at all reasonable times and in a reasonable manner, over and across the Common Areas and over an portion of the Property that is a part of the Common Area, or upon which a portion of the Common Areas are located, to operate, maintain, install, construct, reconstruct, and repair any and all infrastructure or facilities owned by the CDD, including but not limited to, stormwater management, conservation, and water, wastewater and re-use facilities. Nothing herein shall create an obligation of the CDD to undertake any such operation, maintenance, installation, construction, reconstruction, or repair which has not otherwise been independently assigned or consented to, or assumed by the CDD.

Section 11. Installation of Improvements within Drainage Easements. The CDD owns, operates and maintains the stormwater management system within the community, and holds rights to the drainage easements ("Drainage Easements"). It is recommended that fences and other improvements (together, "Improvements") not be installed in the Drainage Easements. Pursuant to an agreement between the CDD and the Association, which may be terminated at any time, the Association may grant permission for an Improvement to be installed in a Drainage Easement, subject to first determining that the installation of the Improvement will not materially affect the District's stormwater management system, and subject to the terms of this section.

The Owner has the following responsibilities:

- (a) The Owner shall be fully responsible for the installation and maintenance of the Improvements.
- (b) The Owner shall use only licensed and insured contractors to install the Improvements. Further, the Owner shall be responsible for ensuring that the installation and maintenance of the Improvements are conducted in compliance with all applicable laws (including but not limited to building codes, set back requirements, etc.).
- (c) Neither the CDD nor the Association has authority to provide all necessary approvals for the installation of the Improvements. Instead, the Owner shall be responsible for obtaining any and all applicable permits and approvals relating to the work.
- (d) The Owner shall ensure that the installation and maintenance of the Improvements does not damage any property of the CDD or any third party's property, and, in the event of any such damage, the Owner shall immediately repair the damage or compensate the CDD for such repairs, at the CDD's option.
- (e) Owner's exercise of rights hereunder shall not interfere with CDD's rights under the Drainage Easements. For example, if the Improvements include a fence, such fence shall

be installed within the Drainage Easement a few inches higher than ground level, so as not to impede the flow of water, or shall otherwise be constructed so as not to impede the flow of water. Further, the Improvements shall be installed in such a manner as to not interfere with or damage any culver pipe or utilities that may be located within the Drainage Easements. It shall be Owner's responsibility to locate and identify any such stormwater improvements and/or utilities. Further, the Owner shall pay a licensed and insured professional contractor to mark any existing improvements and/or utilities prior to installation of the Improvements.

- (f) Upon completion of the installation, the Improvements will be owned by the Owner. Owner shall be responsible for the maintenance and repair of any such Improvements, and agrees to maintain the Improvements in good condition.
- (g) Additionally, the Owner shall keep the Drainage Easement free from any materialmen's or mechanic's liens and claims or notices in respect to such liens and claims, which arise by reason of the Owner's exercise of rights under this Agreement, and the Owner shall immediately discharge any such claim or lien.
- (h) The Owner shall notify the CDD prior to commencing work and upon completing work, so that the CDD may inspect the License Area. Any such inspect shall not be deemed an approval by the CDD of any work, and the CDD shall retain all rights to enforce the terms of this Agreement.

Any permission granted by the Association or the CDD is given to Owner as an accommodation and is revocable by the Association or the CDD at any time. Owner acknowledges the legal interest of the CDD in the Drainage Easement and agrees never to deny such interest or to interfere in any way with the CDD's use. Owner will exercise any privilege granted to Owner at Owner's own risk, and agrees that Owner will never claim any damages against the Association or the CDD for any injuries or damages suffered on account of the exercise of such privilege, regardless of the fault or negligence of the Association or the CDD. Owner further acknowledges that, without notice, the Association or the CDD may remove all, or any portion or portions of the Improvements installed upon the Drainage Easement at Owner's expense, and that the Association or the CDD is not obligated to return or re-install the Improvements to their original location and is not responsible for any damage to the Improvements, or their supporting structure as a result of the removal.

Owner agrees to indemnify, defend and hold harmless the Association, the City, the County and the CDD, as well as any officers, supervisors, staff, agents and representatives, and successors and assigns, of the foregoing, against all liability for damages and expenses resulting from, arising out of, or in any way connected with, any exercise of the privileges described hereunder.

A failure of the Owner to meet the requirements of this section shall entitle the Association or the CDD to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance. The prevailing party in any litigation to enforce the terms of this section shall be entitle to reasonable attorney's fees and costs. As a point of clarification, Owner and the Association agree and acknowledge that the CDD may directly enforce the provisions of this section.

The provisions of this section may not be amended without the consent of the CDD.

ARTICLE VI
THE ASSOCIATION

Section 1. Functions and Services. Except as may otherwise be provided herein, the Association shall be the entity responsible for management, maintenance, operation and control of the Common Areas. The Association shall be the primary entity responsible for enforcement of this Declaration and such reasonable rules regulating use of the Community as the Board may adopt from time to time. The Association shall also be responsible for administering and enforcing the architectural standards and controls set forth in this Declaration and in the Architectural Review Requirements. The Association shall perform its functions in accordance with this Declaration, the Bylaws, the Articles, and Florida law. Among other things, the Association shall be empowered to do the following, all of the expenses for which shall be deemed Common Expenses:

- (a) Adopt Community-Wide Standards of conduct, maintenance or other activity;
- (b) Adopt and amend the Articles, as provided therein, the Bylaws, as provided therein, and the bylaws, rules and regulations;
- (c) Adopt and amend budgets for revenues, expenditures and reserves;
- (d) Collect Base Assessments, Special Assessments and Specific Assessments for Common Expenses;
- (e) Maintain in perpetuity all lakes, water bodies, Conservation Easements and preserved areas located within the Community in accordance with all applicable Permits pertaining to said areas and pursuant to the lake management techniques;
- (f) Hire and discharge employees, agents, independent contractors, managers and administrators;
- (g) Institute, defend or intervene in litigation or administrative proceedings in its own name on its behalf or on behalf of two or more Owners, but only as to matters affecting the Community;
- (h) Make contracts and incur liabilities;
- (i) Regulate the use, maintenance, repair, replacement and modification of the Common Area;
- (j) Make additional improvements to the Common Area;
- (k) Acquire, hold, encumber and convey in its own name any right, title or interest in real or personal property;
- (l) Grant easements, leases, licenses and concessions through or over the Common Area, provided it has obtained the express written consent of the Declarant (and Land Owner so long as Land Owner remains the fee owner of any portion of the Property), if prior to the Turnover Date;
- (m) Take all actions necessary to enforce the covenants, conditions and restrictions of this Declaration, the Articles, the Bylaws and the rules and regulations;

(n) Impose and receive payments, fees or charges for the use, rental or operation of the Common Area and for services provided to Owners;

(o) Impose charges for late payment of assessments and, after notice and an opportunity to be heard, levy reasonable fines for violations of the Declarations, Bylaws and rules and regulations of the Association;

(p) Impose reasonable charges to prepare and record amendments to the Articles, Declaration and Bylaws and Notices of Lien for unpaid assessments;

(q) Purchase at its option general liability and hazard insurance for Improvements and activities on the Common Area;

(r) Provide for the indemnification of its officers and maintain directors and officers liability insurance;

(s) Assign its right to future income, including the right to receive Base Assessments;

(t) Exercise any other powers conferred by this Declaration, the Articles or the Bylaws;

(u) Exercise all powers that may be exercised in the State of Florida by similar legal entities;

(v) Exercise any other powers necessary and proper for the governance and operation of the Association, including the delegation of its functions and services to any governmental or private entity;

(w) To operate and maintain the Water Management System as permitted by SJRWMD and the City, if applicable, including, but not limited to, all lakes, retention areas, Conservation Areas, water management areas, ditches, culverts, structures and related appurtenances;

(x) To perpetually maintain any and all permanent markers and signs required by SJRWMD or City, and to inform all Owners of the conservation status of the Conservation Areas required by SJRWMD or City;

(y) To enforce all use restrictions created herein and the conditions contained in any subsequent conservation easement with respect to the Conservation Areas, including, but not limited to, bringing an action in equity to obtain an injunction against a Unit Owner, enjoining the Unit Owner from violating any restrictions and conditions pertaining to the Conservation Areas, etc.;

(z) Assumption of all obligations (including all monetary and reporting requirements) of Declarant under all Permits for the Community;

(aa) The Association shall be responsible for satisfying and complying with all obligations and terms under all Permits. Declarant may, in its sole discretion, convey or assign, in whole or in part, any and all Permits pertaining to the Community, or to lands surrounding the Community, to the Association for such purposes as may be expressed in the instrument of conveyance or assignment. The Association shall accept from Declarant any such conveyance or assignment, and shall assume (and release Declarant from) any and all obligations relating to same.

Section 2. Obligation of the Association. The Association shall carry out the functions and services specified herein first with the proceeds from Base Assessments and then, if necessary, with the proceeds from Special Assessments. The Board of Directors shall consider the proceeds of assessments and the needs of Members in exercising its functions and services outlined in Section 1 of this Article.

Section 3. Association Actions Requiring Approval. Unless the Association receives the affirmative vote of at least two-thirds (2/3) of the votes entitled to be cast at a duly convened meeting of the Members, the Association shall not be entitled to:

(a) abandon, partition, subdivide, encumber, sell or transfer the Common Area or any portion thereof, except that boundaries of the Common Area may be adjusted pursuant to Article III, Section 1 hereof. Any such transfer or conveyance of the Common Area by the Association shall not be made without adequate provision for the continued maintenance and operation of infrastructure Improvements for which the Association is responsible. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this paragraph;

(b) change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner.

Section 4. Recycling Programs. The Board may establish a recycling program and recycling center within the Community and in such event, all occupants of Units shall support such program by recycling, to the extent reasonably practical, all materials which the Association's recycling program or center is set up to accommodate. The Association may, but shall have no obligation to, purchase recyclable materials in order to encourage participation and any income received by the Association as a result of such recycling efforts shall be used to reduce Common Expenses.

Section 5. Public Gardens and Environmental Programs. The Board may establish gardens within the Common Area or designate spaces within the Common Area for the establishment of gardens to promote public awareness of and participation in conservation, management and enhancement of native vegetation, soils and geology, and may establish programs to promote an understanding of the natural landscape and environment.

Section 6. Lake Maintenance. Declarant, the CDD and the Association hereby grant to the City an emergency access and maintenance easement to maintain the lakes, the water bodies, the drainage easements and the lake maintenance easements granted by the Declarant to the Association or to the CDD as set forth herein or on any Plat.

ARTICLE VII COVENANT FOR MAINTENANCE

Section 1. Association's Responsibility. Except as otherwise provided herein, the Association shall maintain and keep in good repair the Common Areas and Area(s) of Common Responsibility, which shall include, but need not be limited to:

(a) all landscaping and other flora, parks, recreation tracts, signage, structures, walls and Improvements, including all roads and streets located in the Community (unless otherwise dedicated by Plat or conveyed by other written instrument to the local governmental authority having jurisdiction over the Community or the CDD), and sidewalks situated upon the Common Area;

(b) unless otherwise maintained by the local governmental authority having jurisdiction over the Community, or the CDD, landscaping, street lights, signage, and striping for parking within public rights-of-way within or abutting the Community, and landscaping and other flora within any public utility easements and conservation easements within the Community (subject to the terms of any easement agreement relating thereto), provided that the proper Permits will be obtained in advance of any work within any public rights-of-way;

(c) any playground and open-air pavilion located within the Community, the maintenance and repair of which shall be borne by the Association (or the CDD) and assessed against all Owners within the Community as a Common Expense;

(d) such portions of any additional property included within any Area(s) of Common Responsibility as may be dictated by this Declaration, any Supplemental Declaration, or any contract or agreement for maintenance thereof entered into by the Association; and

(e) any property and facilities owned by the Declarant and made available, on a temporary or permanent basis, for the primary use and enjoyment of the Association and its Members, such property and facilities to be identified by written notice from the Declarant to the Association and to thereafter remain a part of the Area of Common Responsibility and be maintained by the Association until such time as Declarant revokes such privilege of use and enjoyment by written notice to the Association.

The Association shall be responsible for pest control in the Common Areas. In addition, the Association shall bear responsibility for any maintenance obligations under the Permits or any other permits applicable to the Community, unless such maintenance obligations are assigned to the CDD.

There are hereby reserved to the Association easements over the Community as necessary to enable the Association to fulfill such above stated responsibilities. The Association shall maintain the facilities and equipment within the Area(s) of Common Responsibility in continuous operation, except for reasonable periods as necessary to perform required maintenance or repairs, unless Members representing 75% of the Class "A" votes and the Declarant, so long as Declarant owns a Unit, agree in writing to discontinue such operation.

Except as otherwise specifically provided herein, all costs associated with maintenance, repair and replacement of the Area of Common Responsibility shall be a Common Expense to be allocated among all Units in the manner of and as a part of the Base Assessment, without prejudice to the right of the Association to seek reimbursement from the owner(s) of, or other Persons responsible for, certain portions of the Area of Common Responsibility pursuant to this Declaration, other recorded covenants or agreements with the owner(s) thereof, or otherwise.

Notwithstanding the foregoing, the Declarant and Association reserve the right to convey or delegate all or a portion of the Common Areas and Areas of Common Responsibility to the CDD by a written instrument and upon such conveyance or delegation, those portions of the Common Area and/or Areas of Common Responsibility shall no longer be deemed Common Areas or Areas of Common Responsibility for purposes of this Declaration and thereafter the CDD shall bear the responsibility to maintain said conveyed and delegated areas.

Section 2. Owner's Responsibility. Each Owner shall maintain the yard and landscaping of their Unit and shall be responsible for exterior pest control and irrigation, and the Unit Owners shall be obligated to pay any and all service and maintenance costs associated with same. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to provide landscape pest control and interior pest control for all Units and perimeter pest control for all Townhomes, and the

cost of such service shall be a Common Expense. Each Unit shall be individually metered for water, and each Unit Owner shall be responsible for the payment of the utility charges associated with all water usage associated with that Unit, including but not limited to irrigation of the Unit's landscape.

Notwithstanding anything herein to the contrary, each Owner shall maintain and irrigate his or her Unit and lot, and shall be responsible for the replacement of any portion or portions of such Unit Owner's yard, lot, landscaping, shrubbery and any flora associated therewith which may be damaged, whether due to disease, storms, hurricane, natural disaster, cold freeze or other Act of God, provided that such replacement must be in accordance with the Community Wide Standard and be approved by the Architectural Review Committee. Additionally, each Owner shall maintain all structures, parking areas, and other Improvements comprising the Unit in a manner consistent with the Community-Wide Standard and all applicable covenants, unless such maintenance responsibility is otherwise expressly assumed by or assigned to the Association pursuant to any Supplemental Declaration or other declaration of covenants applicable to such Unit. In addition to any other enforcement rights, if an Owner fails to properly perform his or her maintenance responsibility as required herein, including but not limited to adequate irrigation of the Unit's landscape, the Association may perform such maintenance responsibilities, in its sole and absolute discretion, and assess all costs incurred by the Association against the Unit and the Owner as a Specific Assessment in accordance with Article VIII. The Association shall afford the Owner reasonable notice and an opportunity to cure the problem prior to entry, except when entry is required due to an emergency situation.

Section 3. Standard of Performance. Maintenance, as used in this Article, shall include, without limitation, repair and replacement as needed, as well as such other duties, which may include irrigation, as the Board may determine necessary or appropriate to satisfy the Community-Wide Standard. All maintenance shall be performed in a manner consistent with the Community-Wide Standard and all applicable covenants. (Notwithstanding anything to the contrary contained herein, the Association and/or an Owner shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property, which it does not own unless and only to the extent that it has been negligent in the performance of its maintenance responsibilities.)

Section 4. Maintenance of Limited Common Areas. Each Owner shall maintain, repair and replace, as necessary, such Owner's Limited Common Areas in a neat, clean, orderly and functioning manner in accordance with the Community-Wide Standard and this Declaration.

Section 5. Lake Maintenance. With respect to any lakes and water bodies within the Community, to the extent not performed by any applicable governmental authority pursuant to the Permits, the Association or the CDD shall be responsible for maintaining said lakes and water bodies, the littoral areas and up to the water's edge. Unless owned and maintained by the CDD, the cost of maintaining the lakes shall be a Common Expense of the Association. The Association's responsibility under this section shall not apply to any water bodies located entirely within the boundaries of a platted lot or Unit that is not part of Common Area or any Area of Common Responsibility. Notwithstanding the foregoing, the Declarant and the Association reserve the right to convey any lakes or water bodies within the Community that constitute Common Areas or Areas of Common Responsibility to the CDD by a written instrument and upon such conveyance, those lakes or water bodies shall no longer be deemed Common Areas or Areas of Common Responsibility for purposes of this Declaration and thereafter the CDD shall bear the responsibility to maintain said lakes and water bodies.

ARTICLE VIII ASSESSMENTS

Section 1. Creation of Assessments. The Association is hereby authorized to levy assessments against each Unit for Association expenses as the Board may specifically authorize from time to time. There shall be three (3) types of assessments for Association expenses and other obligations: (a) Base

Assessments to fund Common Expenses for the general benefit of all Units; (b) Special Assessments as described in Section 3 below; and (c) Specific Assessments as described in Section 4 below. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Community is deemed to covenant and agree to pay these assessments.

All assessments, together with interest from the due date of such assessment at a rate determined by the Board (not to exceed the highest rate allowed by Florida law), late charges at a rate determined by the Board (in an amount not to exceed the greater of \$25.00 or five (5%) percent of the amount of each installment that is paid past the due date, provided that only as to this subsection, if Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to impose greater late charges than those enumerated in this subsection, then such right shall automatically be bestowed upon the Association without need for amending this Declaration or providing any notice), costs and reasonable attorneys' fees, shall be a charge and continuing lien upon each Unit against which the assessment is made until paid, as more particularly provided in Section 6 below. Each such assessment, together with interest, late charges, costs, and reasonable attorneys' fees, also shall be the personal obligation of the Person who was the Owner of such Unit at the time the assessment arose. Upon a transfer of title to a Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance. However, no first mortgagee of record who obtains title to a Unit by exercising the remedies provided in its mortgage shall be liable for unpaid assessments which accrued prior to such acquisition of title, except to the extent provided herein.

Assessments shall be paid in such manner and on such dates as the Board may establish. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, the Base Assessment shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Unit, the Board may require any unpaid installments of all outstanding assessments to be paid in full immediately.

The Association shall, upon request, furnish to any Owner liable for any type of assessment, a certificate in writing, signed by an officer of the Association, setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment. The Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

No Owner may exempt himself from liability for assessments, by non-use of Common Area, abandonment of his Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Association is specifically authorized to enter into subsidy contracts or contracts for "in kind" contribution of services, materials or a combination of services and materials with the Declarant or other entities for payment of Common Expenses.

Notwithstanding any provision in this Declaration to the contrary, so long as the Option Agreement is in effect, all Assessments levied against any Property owned by Land Owner which remain subject to the Option Agreement shall remain the responsibility of, and be payable by, Toll Southeast LP Company, Inc. Until such time that the Option Agreement is terminated in accordance with the terms of the Option Agreement, Toll Southeast LP Company, Inc. shall remain liable for all costs, fees, and expenses imposed upon any portion of the Property owned by Land Owner pursuant to this Declaration, and Toll Southeast LP Company, Inc. agrees to indemnify and hold Land Owner harmless for any liability for all costs, fees, and expenses of Toll Southeast LP Company, Inc. as Declarant accruing prior to the date of such termination of the Option Agreement.

Section 2. Reserve Budget and Capital Contribution. If it so elects, the Board may annually prepare reserve budgets for general purposes which take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. The Board shall set the required capital contribution in an amount sufficient to permit meeting the projected needs of the Association, as shown on the budget, with respect both to amount and timing by annual Base Assessments over the budget period.

Section 3. Special Assessments. In addition to other authorized assessments, the Association may levy Special Assessments from time to time to cover unbudgeted expenses or expenses in excess of those budgeted. Such Special Assessment may be levied against the entire membership, if such Special Assessment is for Common Expenses, or against the specific Units within the Community benefitting from said expenses. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved. Before the Turnover Date, the Board controlled by Declarant may not levy a Special Assessment unless a majority of the Owners other than Declarant approve the Special Assessment by a majority vote at a duly called special meeting of the Owners at which a quorum is present.

Section 4. Specific Assessments. The Board shall have the power to levy Specific Assessments against a particular Unit or Units constituting less than all of the Units within the Community, as follows:

(a) to cover the costs, including overhead and administrative costs, of providing benefits, items or services to the Unit or occupants thereof upon request of the Owner, pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners (which might include, without limitation, landscape maintenance, handyman service, pool cleaning, pest control, etc.), which assessments may be levied in advance of the provision of the requested benefit, item or service as a deposit against charges to be incurred by the Owner; and

(b) to cover costs incurred in bringing the Unit into compliance with the terms of this Declaration, any applicable Supplemental Declaration, the Bylaws or rules, or costs incurred as a consequence of the conduct of the Owner or occupants of the Unit, their licensees, invitees or guests; provided, the Board shall give the Unit Owner prior written notice and an opportunity for a hearing before levying in Specific Assessment under this subsection (b).

Section 5. Date of Commencement of Assessments; Due Dates. All annual assessments shall be payable quarterly, in advance. The obligation to pay assessments shall commence as to each Unit on the first day of the month following: (a) the month in which a Certificate of Occupancy is issued by the applicable governmental authority for the residence on the Unit, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Article, whichever is later. At the closing of the sale of each Unit in the Community to an Owner other than Builder, said purchaser shall pay to the Association: (i) a one-time Start-Up Assessment in an amount not to exceed Five Hundred and 00/100 dollars (\$500.00) per single family detached Unit and Five Hundred and No/100 Dollars (\$500.00) per Townhome Unit, to be determined by the Declarant and, following Turnover, the Board; and (ii) the entire annual assessment for the calendar year of closing, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Unit, whichever is earlier, through the end of that calendar year. At the option of the Board, the payment of assessments may be changed to a more frequent basis. The due date of any Special Assessment or Specific Assessment provided for herein shall be set in the resolution authorizing such assessment.

Section 6. Liens for Assessments. All sums assessed against any Unit pursuant to this Declaration, together with interest, late fees, all amounts coming due thereafter, and all costs and expenses of collection, including reasonable attorneys' fees and paraprofessional fees at all levels,

including appeals, collections and bankruptcy, shall be secured by a continuing lien in favor of the Association on such Unit, which may be foreclosed in the same manner as a mortgage lien is foreclosed under applicable Florida law. The lien is effective from and shall relate back to the date on which this Declaration was recorded in the public records of the County. Upon recording of a Notice of Lien, there shall exist a perfected lien for unpaid assessments on the respective Unit prior and superior to all other liens, except all taxes, bonds, assessments and other levies which by law would be superior thereto, or a lien or charge of any existing first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, but subject to the limitations of Section 7 hereof. Such lien, when delinquent, may be enforced by suit, judgment and foreclosure.

The Association, acting on behalf of the Owners, shall have the power to bid for the Unit at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. During the period in which a Unit is owned by the Association following foreclosure: no right to vote shall be exercised on its behalf; no assessment shall be levied on it; and each other Unit shall be charged, in addition to its usual assessment, its equal pro rata share of the assessment that would have been charged against such Unit had it not been acquired by the Association as a result of foreclosure. Suit to recover a money judgment for unpaid Common Expenses and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same. The Board, pursuant to Chapter 720 of the Florida Statutes, as amended from time to time, may temporarily suspend the voting rights and right to use the Common Area of a Member while such Member is in default in payment of any assessment.

Each Owner, by acceptance of a deed or as a party to any other type of conveyance, vests in the Association or its agents the right and power to bring all actions against him or her personally for the collection of such charges as a debt and also to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners.

All payments to the Association from any Owner delinquent in its payment of assessments after suit is filed shall be applied first to costs and attorneys' fees, then to interest, then to delinquent assessments, then to any unpaid installments of the Base Assessment, Special Assessments and Specific Assessments which are not the subject matter of suit in the order of their coming due, and then to any unpaid installments of the Base Assessment, Special Assessments or Specific Assessments which are the subject matter of suit in the order of their coming due.

Section 7. First Mortgagees' Rights and Liability. A first mortgagee, upon written request, shall be entitled to written notification from the Association of any default of an Owner of any obligation hereunder which is not cured within sixty (60) days. Notwithstanding anything to the contrary contained herein, the liability of a first mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be the lesser of:

- (a) The Unit's unpaid common expenses and regular periodic or special assessments that accrued or came due during the 12 months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- (b) One (1%) percent of the original mortgage debt.

The limitations on first mortgagee liability provided by this paragraph apply only if the first mortgagee filed suit against the parcel owner and initially joined the Association as a defendant in the mortgagee foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee. Additionally, a first mortgagee shall become liable for all assessments which become due and payable subsequent to the sale or transfer of the Unit pursuant to a decree of foreclosure, or pursuant to a deed given in lieu of foreclosure, or any other proceeding in lieu of foreclosure. The limitations of a first mortgagee's liability as provided in this subsection shall not apply to unpaid assessments and charges for which the Association has recorded a Notice of Lien in the public records of the County prior to the recording of the applicable first mortgage.

Section 8. Declarant's Assessments. NOTWITHSTANDING ANYTHING TO THE CONTRARY SET FORTH IN THE GOVERNING DOCUMENTS OR OTHERWISE: (A) DECLARANT DOES NOT AND IS NOT PROVIDING THE OWNERS OR MEMBERS A GUARANTEE OF THE LEVEL OF ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; (B) THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS OR MEMBERS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT; AND (C) DECLARANT'S ELECTION FROM TIME TO TIME TO DEFICIT FUND IS NOT A GUARANTEE OF THE ASSESSMENTS AS CONTEMPLATED BY SECTION 720.308 OF ASSOCIATION ACT. IN THE EVENT DECLARANT ELECTS FROM TIME TO TIME, IN ITS SOLE DISCRETION, TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS ("DEFICIT FUND"), DECLARANT SHALL SPECIFICALLY ELECT TO DEFICIT FUND AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2018). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2018), ARE NOT APPLICABLE TO DECLARANT OR THE CALCULATION OF THE DEFICIT FUNDING OBLIGATION OR OTHER AMOUNTS DUE FROM DECLARANT. AS OF THE EFFECTIVE DATE, UNTIL TURNOVER OCCURS OR DECLARANT NOTIFIES THE ASSOCIATION OTHERWISE, DECLARANT ELECTS TO DEFICIT FUND, THEREBY OBLIGATING ITSELF, PURSUANT TO SECTION 720.308(B) OF ASSOCIATION ACT, TO PAY ANY OPERATING EXPENSES INCURRED THAT EXCEED THE ASSESSMENTS RECEIVABLE FROM OTHER MEMBERS AND OTHER INCOME OF THE ASSOCIATION.

Section 9. Exempt Property. The following property shall be exempt from payment of Base Assessments, Specific Assessments, and Special Assessments:

- (a) all Common Areas;
- (b) any property dedicated to and accepted by any governmental authority or public utility; including, but not limited to the CDD; and
- (c) any property held by a conservation trust or similar nonprofit entity as a conservation easement, except to the extent that any such easement lies within the boundaries of a Unit which is subject to assessment (in which case the Unit shall not be exempted from assessment).

Section 10. Initial Recreation Capitalization Fee. The first purchaser of each Unit at the time of closing of the conveyance from the Declarant to the purchaser shall pay the Declarant a one-time recreation capitalization fee of Five Hundred and No/100 Dollars (\$500.00) per single family detached Unit and Five Hundred and No/100 Dollars (\$500.00) per Townhome Unit ("Capitalization Fee") to reimburse Declarant for costs associated with construction of the amenities and infrastructure. The Declarant may waive this requirement for some Units, including, but not limited to, if the first

purchaser is a Builder and the Builder becomes unconditionally obligated to collect and pay the Capitalization Fee upon the subsequent sale of each Unit to an end purchaser. The Capitalization Fee shall remain the property of the Declarant, and each Unit Owner by acceptance of a deed to a Unit acknowledges and agrees that the Capitalization Fee **shall not** be delivered to the Association upon turnover of the Association. At any time and from time to time, Declarant may increase the Capitalization Fee to an amount up to, but no greater than, the annual Base Assessment.

Section 11. Resale Contribution.

(a) Authority. In addition to the assessment obligations set forth in this Article, the Association is hereby authorized to establish and collect a transfer fee upon each transfer of title to a Unit, unless such transfer is exempt as provided in Section 11(d) (the "Resale Contribution"). The fee shall be payable to the Association, at the closing of the transfer, by the Person taking title to the Unit being transferred, and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg.15574 (Mar. 16, 2012)) to the Property. Such Resale Contribution shall constitute an assessment against the Unit and shall be secured by a lien in favor of the Association.

(b) Resale Contribution Limit. The Board shall have the sole discretion to determine the amount and method of determining any Resale Contribution. Prior to the Turnover Date, the Resale Contribution shall be Five Hundred and No/100 Dollars (\$500.00). Thereafter, the amount of the Resale Contribution shall be set by the Board.

(c) Purpose. All Resale Contributions which the Association collects shall be deposited into the operations account of the Association to be used for any purpose as the Board deems beneficial to the general good and welfare of the Community and surrounding areas, including, but not limited to, paying for operating, maintenance or reserve obligations of the Association. Notwithstanding the foregoing, the Declarant, prior to the Turnover Date, may unilaterally amend this Declaration to designate that some or all of the Resale Contributions collected under this section shall be earmarked to go only to certain purposes or organizations such as a tax-exempt entity or other charitable organization. By way of example and not limitation, such Resale Contributions may be used to assist the Association or one or more tax- exempt entities in funding.

(i) preservation and maintenance of natural areas, wildlife preserves, or similar conservation areas, and sponsorship of educational programs and activities which contribute to the overall understanding, appreciation and preservation of the natural environment at the Community and the City;

(ii) programs and activities which serve to promote a sense of community within the City, such as recreational leagues, cultural programs, educational programs, festivals and holiday celebrations and activities, a community computer network, and recycling programs; and

(iii) social services, community outreach programs, and other charitable causes.

(d) Exempt Transfers. Notwithstanding the above, no Resale Contribution shall be levied upon transfer of title to a Unit:

(i) by or to Declarant, Builder or any party who becomes a successor Declarant;

(ii) by a Builder who held title solely for purposes of development and resale;

(iii) by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Unit was exempted from payment of the Resale Contribution pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the Resale Contribution;

(iv) by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Unit was exempted from payment of the Resale Contribution pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the Resale Contribution;

(v) of an undivided interest in a Unit by the Owner thereof to any then existing co-Owner(s) of such Unit; or

(vi) to an institutional lender pursuant to a mortgage or upon foreclosure of a mortgage.

Section 12. Payment of Unit Real Estate Taxes. Each Owner shall pay all taxes and obligations relating to his or her Unit which, if not paid, could become a lien against the Unit superior to the liens for Assessments created by this Declaration.

ARTICLE IX ARCHITECTURAL REVIEW REQUIREMENTS

The Board of Directors shall have the authority and standing on the behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Architectural Review Committee (the "**Committee**"), established by this Article. This Article may not be amended without the Declarant's written consent so long as the Declarant owns any lands subject to this Declaration.

Section 1. The Architectural Review Committee. The Committee shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to the Community. The Committee shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. One of the members of the Committee may be a paid consultant, e.g. an architect, at Declarant's option. Until the Turnover Date, Declarant shall have the right to change the number of members of the Committee and to appoint, remove, and/or replace any or all of the members of the Committee. Declarant shall determine which members of the Committee shall serve as its chairman and co-chairman. In the event that any of the members appointed by Declarant shall fail, refuse, or be unable to act, Declarant shall have the right to replace any such member(s) within thirty (30) days of such occurrence. If Declarant fails to replace that member, the remaining members of the Committee shall fill the vacancy by appointment. From and after the Turnover Date, the Board shall have the same rights as Declarant with respect hereto.

Section 2. Membership. There is no requirement that any member of the Committee be an Owner or a Member of the Association.

Section 3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of the Community. Accordingly, the Committee shall have the right to approve or disapprove all architectural, landscaping, and Improvements within the Community to be made by Owners other than Declarant. All proposed Improvements, including, but not limited to, any and all construction, modifications, additions and alterations, by Owners, Builders and developers who seek to engage in development of or construction upon all or any portion of the Community shall be in strict compliance with the Architectural Review Requirements and this Article. Moreover, no painting of the exterior of a Unit by an Owner, no construction, which term shall include within its definition staking, clearing, excavation, grading and other site work, and no fencing, screening, plantings or addition/removal of plants, trees or shrubs shall take place except in strict compliance with the Architectural Review Requirements and this Article, and with the approval of the Committee. The Committee shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed Improvements, relationship to surrounding structures, topography, and conformity with such other reasonable requirements as shall be adopted by Committee from time to time. The Committee may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Turnover Date, any additional standards or modification of existing standards shall require the written consent of Declarant, which consent may be granted or denied in its sole discretion.

Section 4. Architectural Review Requirements. Each Owner and his or her or its contractors and employees shall observe and comply with this Article and with the Architectural Review Requirements (the "**Architectural Review Requirements**") which have been or may hereafter be promulgated by the Committee and approved by the Board from time to time. The Architectural Review Requirements shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as set forth herein. The Architectural Review Requirements shall not require any Owner to alter any Improvements previously constructed. Until the Turnover Date, Declarant shall have the right to approve the Architectural Review Requirements, which approval may be granted in its sole discretion.

Section 5. Quorum. A majority of the Committee shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the Committee. In lieu of a meeting, the Committee may act in writing.

Section 6. Powers and Duties of the Committee. No Improvements shall be constructed on a Unit or Home; no exterior of a Home or Improvement shall be repainted; no landscaping, sign, or Improvements shall be erected, removed, planted, or maintained on a Unit; nor shall any material addition to or any change, replacement, or alteration of the Improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the Committee. The Committee shall also have the right to retain and pay outside consultants in relation to the exercise of any of the Committee's powers or duties hereunder.

Section 7. Procedure. In order to obtain the approval of the Committee, each Owner shall observe the following:

(a) Each applicant shall submit an application to the Committee with respect to any proposed Improvement or material change in an existing Improvement, together with the required application(s) and/or other fees established by the Committee from time to time. The applications shall include such information as may be required by the application form adopted by the Committee. The Committee may also require submission of samples of building materials and colors proposed to be

used. At the time of such submissions, the applicant shall, if requested and as applicable, submit to the Committee site plans for the proposed Improvement, landscaping and irrigation plans showing all existing trees and major vegetation stands, and surface water drainage plans showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications, and the times scheduled for completion, all as reasonably specified by the Committee.

(b) In the event the information submitted to the Committee is, in the Committee's opinion, incomplete or insufficient in any manner, the Committee may request and require the submission of additional or supplemental information. The Owner shall, within fifteen (15) days thereafter, comply with the request. The Committee may, in its sole discretion, retain the services of a paid consultant to assist with the review and approval of any plans as described herein, at Common Expense.

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

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

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

(f) Construction of all Improvements shall be completed within the time period set forth in the application and approved by the Committee.

Section 8. Alterations. Any and all alterations, deletions, additions, and changes of any type or nature whatsoever to then-existing Improvements or the plans or specifications previously

approved by the Committee shall be subject to the approval of the Committee in the same manner as required for approval of original plans and specifications.

Section 9. Variances. The Association or Committee shall have the power to grant variances from any requirements set forth in this Declaration or in the Architectural Review Requirements, on a case-by-case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Architectural Review Requirements on any other occasion.

Section 10. Permits. In connection with any plans and specifications approved by the Committee, the Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

Section 11. Construction by Owners. In addition to the requirements set forth in Article X, Section 7, the following provisions govern construction activities by an Owner ("Approved Party") after consent of the Committee has been obtained:

(a) Each Approved Party shall deliver to the Committee copies of all construction and building permits as and when received by the Approved Party. Each construction site in the Community shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed in a diligent, workmanlike, and continuous manner. Roadways, canals, drainage inlets, preservation or conservation areas, easements, swales, Association property, and other such areas in the Community shall be kept clear of construction vehicles, construction materials, and debris at all times. Except as otherwise specifically provided herein, no construction office or trailer shall be kept in the Community and no construction materials shall be stored in the Community subject, however, to such conditions and requirements as may be promulgated by the Committee. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal, lake or waterway or Association property or other property in the Community or be placed anywhere outside of the Unit upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled, or used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state, and local statutes, regulations, and ordinances, and shall not be deposited in any manner on, in, or within the construction or adjacent property or waterways. All construction activities shall comply with the Architectural Review Requirements. If a "Contractor" (as hereinafter defined) or Approved Party shall fail in any regard to comply with the requirements of this section, the Committee may require that such Approved Party or Contractor post security with the Association in such form and amount deemed appropriate by the Committee in its sole discretion.

(b) There shall be provided to the Committee a list (name, address, telephone number, and identity of contact person) of all contractors, subcontractors, materialmen, and suppliers (collectively, "Contractor" or "Contractors") and changes to the list as they occur relating to construction. Each Contractor and its employees shall utilize those roadways and entrances into the Community as are designated by the Committee for construction activities. The Committee shall have the right to require that each Contractor's employees check-in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the Committee. Any damage to the Community resulting from the actions of a Contractor is ultimately the responsibility of the Approved Party. By way of example but not limitation, in the event a Contractor damages curbing, mailboxes or landscaping within the

Community during such time as the Contractor is present within the Community at the request of the Approved Party, the Association will look to the Approved Party for reimbursement for any necessary repairs as is otherwise provided for in this Declaration.

(c) Each Approved Party is responsible for insuring compliance with all terms and conditions of these provisions and of the Architectural Review Requirements by all of its employees, agents and Contractors. In the event of any violation of any of the terms or conditions set forth herein by any employee, agent or Contractor and/or the continued refusal of any employee, agent or Contractor to comply with such terms and conditions after five (5) days' notice and right to cure, the Committee shall have, in addition to the other rights hereunder, the right to prohibit the violating employee, agent or Contractor from performing any further services in the Community.

(d) When the physical construction of any Home or other Improvement is started, such construction shall be performed diligently and completed within a reasonable time. If for any reason a Home is not completed within six (6) months from the commencement of construction, as determined by Declarant or the Committee, then Declarant or the Committee may, in its sole and absolute discretion, after ten (10) days' notice to the Owner of the Home, enter the Home and take such steps as necessary to correct any undesirable condition. The Owner of the Home will be charged for the costs thereof as a Specific Assessment.

(e) If, during any construction activity on a Home or other Improvement or at any other time, any of the Association property is damaged or destroyed, including, without limitation, any streetlights, sidewalks, landscaping, street signs, or other Improvements located thereon, the Approved Party shall be liable for all costs incurred in repairing or replacing such Association property, and the total costs thereof shall be assessed against the Owner as a Specific Assessment. The Association reserves the right to collect from Approved Parties or Contractors a security deposit that may be applied to reduce damages to the Association property which might occur during the construction of a Home or other Improvement.

(f) The Committee may, from time to time, adopt standards governing the performance or conduct of Approved Parties, Contractors, and their respective agents and employees within the Community. Each Approved Party and Contractor shall comply with such standards and cause its respective employees to comply with same. The Committee may also promulgate requirements to be inserted in all contracts relating to construction within the Community and each Owner shall include the same therein.

Section 12. Inspection. There is specifically reserved to the Association and the Committee, and to any agent or member of either of them, the right of entry and inspection upon any portion of the Community for the purpose of determining whether there exists any violation of the terms of any approval given by the Association or the Committee or of the terms of this Declaration or the Architectural Review Requirements.

Section 13. Violation. If any Improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Approved Party shall, upon demand of the Association or the Committee, cause such Improvement to be removed or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Approved Party shall be liable for the payment of all costs of and associated with effecting such removal or restoration, including, without limitation, all legal fees, incurred by the Association or Committee. The costs shall be deemed a Specific Assessment

and be enforceable pursuant to the provisions of this Declaration. The Committee and/or the Association are specifically empowered to enforce, at law or in equity, the architectural and landscaping provisions of this Declaration and the Architectural Review Requirements.

Section 14. Court Costs. In the event it becomes necessary to resort to litigation to determine the propriety of any constructed Improvement or to cause the removal of any unapproved Improvement, the Association and/or Committee shall be entitled to recover all legal fees incurred in connection therewith.

Section 15. Certificate. In the event that any Owner fails to comply with the provisions contained in this Declaration, the Architectural Review Requirements or other rules and regulations promulgated by the Committee or the Association, the Association and/or the Committee may, in addition to all other remedies contained herein, record a Certificate of Non Compliance against the Home or Homes stating that the Improvements on the Home or Unit fail to meet the requirements of this Declaration and that the Home or Unit is subject to further enforcement remedies.

Section 16. Certificate of Compliance. Prior to the occupancy of any Improvement constructed or erected on any Unit by a person or entity other than Declarant or its designees, the Owner thereof shall obtain a Certificate of Compliance from the Committee certifying that the Owner has complied with the requirements set forth herein. The Committee may, from time to time, delegate to a member or members of the Committee the responsibility for issuing the Certificate of Compliance.

Section 17. Exemption. Notwithstanding anything contained herein or in the Architectural Review Requirements to the contrary, any Improvements of any nature made or to be made by Declarant or its affiliates or nominees, including, without limitation, Improvements made or to be made to the Association property or any Home or Unit, shall not be subject to the review of the Committee, the Association, or the provisions of this Article or the Architectural Review Requirements.

Section 18. Exculpation. Declarant, the Land Owner, the Association, the CDD, the directors or officers of the Association, the CDD, the Committee, the members of the Committee, or any person acting on behalf of any of the foregoing, shall not be liable for any costs or damages incurred by any Owner or any other party whatsoever due to any mistakes in judgment, negligence, or any action or omission of Declarant, the Land Owner, the Association, the CDD, the Committee, or any of the foregoing's members, officers, or directors, in connection with the approval or disapproval of plans and specifications or the exercise of any other rights or powers set forth in this Article IX. Each Owner, by acceptance of a deed to a Home and/or Unit, agrees, individually and on behalf of its heirs, successors, and assigns, that he, she or it shall not bring any action or suit against Declarant, the Land Owner, the Association, the CDD, or their respective directors or officers, the Committee or the members of the Committee, or any of the foregoing's respective agents to recover any damages caused by or related to the actions of Declarant, the Land Owner, the Association, the CDD, or the Committee, or any of the foregoing's respective members, officers, or directors in connection with the provisions of this Article IX. The Association does hereby indemnify, defend, and hold Declarant, the Land Owner, the Committee, and each of their members, officers, and directors harmless from and against all costs, expenses, and liabilities, including, without limitation, legal fees, of all nature resulting from the acts of the Owners, the Association, the Committee, or any of the foregoing's members, officers and directors. Declarant, the Land Owner, the Association, its directors or officers, the CDD, the Committee or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any Improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto. By way of example, and not of limitation, the approval of

hurricane shutters shall not be deemed an endorsement or guarantee of the effectiveness of such hurricane shutters.

ARTICLE X INSURANCE AND CASUALTY LOSSES

Section 1. Association Insurance. The Association, acting through its Board or its duly authorized agent, shall obtain blanket "all-risk" property insurance, if reasonably available, for all insurable improvements on the Common Area and on other portions of the Area of Common Responsibility to the extent that it has assumed responsibility for maintenance, repair and/or replacement in the event of a loss. The Association shall have the authority to and interest in insuring any privately or publicly owned property for which the Association has maintenance or repair responsibility. Such property shall include, by way of illustration and not limitation, any insurable improvements on or related to parks, rights-of-way, medians, easements and walkways which the Association is obligated to maintain. If blanket "all-risk" coverage is not generally available at reasonable cost, then the Association shall obtain fire and extended coverage, including coverage for vandalism and malicious mischief. The face amount of the policy shall be sufficient to cover the full replacement cost of the insured property. The cost of such any insurance shall be a Common Expense to be allocated among all Units subject to assessment as part of the annual Base Assessment. Such coverage may be in such form as the Board of Directors deems appropriate from time to time. Premiums for all insurance on the Area of Common Responsibility shall be Common Expenses and shall be included in the Base Assessment.

The policies may contain a reasonable deductible which shall not be subtracted from the face amount of the policy in determining whether the insurance at least equals the required coverage. In the event of an insured loss, the deductible shall be treated as a Common Expense in the same manner as the premiums for the applicable insurance coverage. However, if the Board reasonably determines, after notice and an opportunity to be heard in accordance with the terms hereof, the Bylaws, or as may be required by Florida law, that the loss is the result of the negligence or willful conduct of one or more Owners or occupants, then the Board may specifically assess the full amount of such deductible against the Unit of such Owner or occupant, pursuant to Article VIII, Section 4.

All insurance coverage obtained by the Association shall:

(a) be written with a company authorized to do business in Florida which holds a Best's rating of A or better and is assigned a financial size category of IX or larger as established by A.M. Best Company, Inc., if reasonably available or, if not available, the most nearly equivalent rating which is available;

(b) be written in the name of the Association as trustee for the benefitted parties. Policies on the Common Area shall be for the benefit of the Association and its Members;

(c) vest in the Board exclusive authority to adjust losses; provided, however, no mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss;

(d) not be brought into contribution with insurance purchased by individual Owners, occupants or their mortgagees; and

(e) have an inflation guard endorsement, if reasonably available. If the policy contains a co-insurance clause, it shall also have an agreed amount endorsement. The Association shall arrange for an annual review of the sufficiency of insurance coverage by one or more qualified

persons, at least one of whom must be in the real estate industry and familiar with construction in the City area.

The Board shall use reasonable efforts to secure insurance policies containing endorsements that:

(f) waive subrogation as to any claims against the Association's Board, officers, employees and its manager, the Owners and their tenants, servants, agents and guests;

(g) waive the insurer's rights to repair and reconstruct instead of paying cash;

(h) preclude cancellation, invalidation, suspension or non-renewal by the insurer on account of any one or more individual owners, or on account of any curable defect or violation without prior written demand to the Association to cure the defect or violation and allowance of a reasonable time to cure;

(i) exclude individual Owners' policies from consideration under any "other insurance" clause; and

(j) require at least thirty (30) days prior written notice to the Association of any cancellation, substantial modification or non-renewal.

The Association shall also obtain, as a Common Expense, worker's compensation insurance and employer's liability insurance, if and to the extent required by law, directors' and officers' liability coverage, if reasonably available, and flood insurance, if advisable.

The Association also shall obtain, as a Common Expense, a fidelity bond or bonds, if generally available at reasonable cost, covering all persons responsible for handling Association funds. The Board shall determine the amount of fidelity coverage in its best business judgment but, if reasonably available, shall secure coverage equal to not less than one-sixth (1/6) of the annual Base Assessments on all Units plus reserves on hand. If available, bonds shall contain a waiver of all defenses, based upon the exclusion of persons serving without compensation, and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal.

To the extent permitted by law, notwithstanding anything herein to the contrary for so long as the Declarant controls the Board of Directors, the Declarant reserves the right (in its sole and absolute discretion) to include any insurance obligation of the Association within a master insurance program controlled by the Declarant.

Additionally, such insurance described herein, at minimum, shall protect and insure the Association, the Declarant, the Owners and the Members from and against any and all claims, suits, demands, or damages whatsoever resulting from or related to or from the use of the Alleyways and any and all damages or injuries occurring in, on, or about the Alleyways. As of the Effective Date, the Association hereby covenants and agrees to and shall forever indemnify, defend, and hold harmless Declarant (and its officers, directors, shareholder, members and any related persons or corporations and their employees) and each Owner and Member, from and against any and all claims, suits, actions, causes of action, damages, and liabilities whatsoever arising, caused, or resulting from any personal injury, loss of life, or damage to property, sustained on or about the Alleyways, or arising, caused, or resulting out of activities or operations of the public or the other Members and Owners in accessing and using the Alleyways, and from and

against any and all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), incurred or arising from any such claims, suits, actions, causes of action, damages, and liabilities, the investigation thereof, or the defense of any action or proceedings brought thereon or in connection therewith, and from and against any orders, judgments or decrees which may entered relating thereto. The cost and expense of fulfilling this covenant of indemnification shall be considered a Service Area Expense borne by all Owners of Townhomes within the Community to the extent such matters are not covered by insurance maintained by the Association. Notwithstanding the foregoing, unless the following exclusions from the foregoing covenant of indemnification would negate or in any way impair the coverage of, or any claim under, any insurance maintained by the Association, in which case such exclusions shall be deemed to have not been included herein or otherwise, the Association shall not be required or obligated to (but may) indemnify the Declarant or any particular Owner or Member to the extent that any personal injury, loss of life, or damage to property, sustained on or about the Alleyways, or arising, caused, or resulting from or out of activities or operations of the public or any other Member or Owner in accessing and using the Alleyways, was caused by, arose from, or resulted from or out of the criminal act, gross negligence, or intentional misconduct or wrongdoing of the Declarant or such Owner or Member, or such Owner's or Member's tenants, subtenants, occupants, licensees, guests or invitees.

Section 2. Owners Insurance. By virtue of taking title to a Unit, each Owner covenants and agrees with all other Owners and with the Association to carry: (i) liability insurance for his unit; and (ii) blanket "all-risk" property insurance on its Unit(s) and structures thereon, in an amount equal to the maximum insurable full replacement value, unless either the Neighborhood in which the Unit is located or the Association carries such insurance (which they are not obligated to do hereunder).

The Association has the authority, but not the obligation, to request that a Unit Owner provide annual written proof of the proper property and liability coverage for the Unit and that the Unit Owner has had the fire safety system, smoke detection system and carbon monoxide detectors in a Unit inspected, repaired and replaced as required.

Section 3. Requirement to Reconstruct or Demolish Unit. In the event that any Unit is destroyed by fire or other casualty, the Owner of such Unit shall do one of the following: commence reconstruction and/or repair of the Unit ("Required Repair"), or tear the Unit down, remove all the debris, and resod and landscape as required by the Architectural Review Committee ("Required Demolition"). If an Owner elects to perform the Required Repair, such work must be approved by the Committee and must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board in its sole discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be performed in a continuous, diligent and timely manner. The Association and/or the Architectural Review Committee 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 any Owner who fails to comply with the foregoing requirements. Each Owner acknowledges that the issuance of a building permit or demolition permit shall in no way be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

The standard for any Required Repair, Required Demolition or other work performed pursuant to this Section shall be in accordance with Architectural Review Requirements and any other standards established by the Association from time to time.

Section 4. Damage and Destruction in the Community.

(a) Immediately after damage or destruction to all or any part of the Community covered by insurance written in the name of the Association, the Board or its duly authorized agent shall file and adjust all insurance claims and obtain reliable and detailed estimates of the cost of repair or reconstruction. Repair or reconstruction, as used in this paragraph, means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for changes or improvements necessitated by changes in applicable building codes.

(b) To the extent permitted by law, any damage to or destruction of the Common Area shall be repaired or reconstructed unless the Members representing at least seventy five percent (75%) of the total Class "A" votes in the Association, and the Declarant, so long as Declarant owns a Unit, decide within sixty (60) days after the loss not to repair or reconstruct.

If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Association within such sixty (60) day period, then the period shall be extended until such funds or information are available. However, such extension shall not exceed sixty (60) additional days. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed.

(c) If determined in the manner described above that the damage or destruction to the Common Area shall not be repaired or reconstructed and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and maintained by the Association, in a neat and attractive, landscaped condition consistent with the Community-Wide Standard.

Section 5. Disbursement of Proceeds. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for the benefit of the Association and placed in a capital improvements account. This is a covenant for the benefit of mortgagees and may be enforced by the mortgagee of any affected Unit.

Section 6. Repair and Reconstruction. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board of Directors shall, without a vote of the Members, levy Special Assessments against those Unit Owners responsible for the premiums for the applicable insurance coverage under Article VIII, Section 3 above.

Section 7. Owner's Insurance Requirements for any Construction or Renovation. Prior to the commencement of and during the performance of any construction, remodeling, repairs or improvements, including the installation of a swimming pool or spa (collectively, "Work") on a Unit by an Owner other than Declarant, the Owner upon which the Work is being undertaken shall keep and maintain, or cause its general contractor to keep and maintain, and at the request of the Association, provide the Association with evidence that Owner or the general contractor of Owner has obtained, the following insurance with the Association, the Declarant and the other Owners to the extent any of the foregoing has an insurable interest, as the primary insured parties:

(a) worker's compensation insurance in minimum statutory amounts, as required by applicable law, as it may exist from time to time, and employer's liability insurance in the amount of not less than Five Hundred Thousand Dollars (\$500,000) for each accident/disease;

(b) comprehensive commercial general liability insurance covering all operations by or on behalf of the general contractor, which shall contain the following coverages:

- (i) premises and operations;
- (ii) products and completed operations;
- (iii) contractual liability;
- (iv) broad form property damage (including completed operations);
- (v) explosion, collapse, and underground hazards; and
- (vi) personal injury liability.

The policy for general liability insurance shall be endorsed to provide that each of the aforementioned coverages shall apply in total to this jobsite only and by specific endorsement (per project limit). The policy must list both the Association and the Declarant as an additional insured.

(c) each of the above coverages shall have the following minimum limits of liability:

(i) Two Million Dollars (\$2,000,000) for each occurrence for bodily injury and property damage; and

(ii) Two Million Dollars (\$2,000,000) in the aggregate for products and completed operations (which coverage shall continue to be provided and maintained for a period following final completion of the Work up to the termination of the statute of limitations provided in Section 95.11, Florida Statutes).

(d) "all risk" builder's risk insurance in an amount equal to one hundred percent (100%) of the full replacement cost of the Work to be completed, including materials delivered, and improvements. The policy shall include coverage on an "all risk" basis, including, but not limited to, coverage against fire, collapse, lightening, wind damage, hail, explosion, theft, riot, civil commotion and vehicles. Coverage must include all materials, supplies, and equipment owned by the Owner that are intended for specific installation in the applicable Unit, while such materials, supplies, and equipment are located on the Property, in transit, or while temporarily located away from the Property for the purpose of repair, adjustment, or storage at the risk of the insured party.

(e) Any automobile liability insurance in statutory amounts for bodily injury and property damage combined.

(f) Each contractor must be licensed, bonded and insured, and provide evidence of same to the Association prior to the commencement of any Work. Furthermore, each Owner, by acceptance of a deed to his or her Unit, hereby indemnifies the Declarant, the

Association and any management agent harmless from and against any damages, claims, losses and liability resulting from any Work initiated by the Owner.

ARTICLE XI CONDEMNATION

Section 1. General. If any part of the Common Area shall be taken (or conveyed in lieu of and under threat of condemnation by the Board acting on the written direction of Members representing at least sixty seven percent (67%) of the total Class "A" votes in the Association and of the Declarant, as long as the Declarant owns any Property) by any authority having the power of condemnation or eminent domain, each Owner shall be entitled to written notice. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking (or conveyance in lieu thereof) involves a portion of the Common Area on which Improvements have been constructed, the Association shall restore or replace such Improvements on the remaining land included in the Common Area to the extent available, unless within sixty (60) days after such taking (or conveyance in lieu thereof) the Declarant, so long as the Declarant owns any property in the Community, and Members representing at least seventy five percent (75%) of the total Class "A" votes in the Association, shall otherwise agree. Any such construction shall be in accordance with plans approved by the Board. The provisions of Article X, Sections 3 and 4, regarding funds for the repair of damage or destruction shall apply.

If the taking (or conveyance in lieu thereof) does not involve any improvements on the Common Area, or if a decision is made not to repair or restore, or if net funds remain after any such restoration or replacement is complete, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE XII USE RESTRICTIONS

Section 1. Residential Use. Subject to the Declarant's rights set forth herein, no commercial use of a Unit which shall be inconsistent with applicable zoning laws and regulations shall be permitted unless approved by the Board of Directors in writing.

Section 2. Nuisances. No activity shall be permitted to exist or operate in a Unit which constitutes a nuisance or is detrimental to the Community or to any other Unit within the Community, with such nuisance being determined by local law enforcement. No Owner or resident of a Unit may make or permit any disturbing noises, as determined by local law enforcement, whether made by himself, his or her family, friends, guests, pets or employees, nor may he, she, or it do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents.

Section 3. Unlawful Use. The Association and the Owners shall comply with all applicable laws, zoning ordinances, orders, rules, regulations or requirements of any governmental agency relating to the Community.

Section 4. Insurance. No Owner shall permit anything to be done or kept in or on his Unit or the Common Area which increases the rate of insurance, or results in the cancellation of insurance, on the Common Area.

Section 5. Pets. No household pets shall be permitted by Owners in a Unit except in accordance with the pet behavior criteria established in the rules and regulations for the Association. Furthermore, all permitted pets must be contained in the Owner's Home and shall not be permitted to roam free. No separate or exterior building, shelter or structure for Animals shall be permitted. Further, all permitted pets must be kept in a fully fenced area or leashed at all times when not located in the Home and may be walked only in designated areas. No goats, chickens, pigeons or any other livestock, obnoxious or exotic animals, fowl or reptiles shall be kept or permitted to be kept. "Dangerous dogs", as that term is Chapter 767 of the Florida Statutes, as may be amended, or as determined from time to time by the City, are prohibited. Commercial activities involving pets shall not be allowed. Pets of Owners or occupants shall be limited to a reasonable number as determined by the Association in its sole and absolute discretion. The ability to keep a pet is a privilege, not a right. If, in the opinion of the Board, any pet becomes a source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. All owners of pets are responsible for timely cleanup of pet waste and the Board may elect to promulgate rules and regulations to enforce such cleanup.

Section 6. Signs. No sign, advertisement or notice of any type or nature whatsoever may be erected or displayed upon any Unit (including in any window), and/or Common Area unless expressed prior written approval of the size, shape, content and location has been obtained from the Board of Directors, which approval may be withheld in its discretion. Notwithstanding the foregoing, the Declarant shall be permitted to post and display signs advertising the Community, other communities developed by Declarant or an affiliate of Declarant, or promotional, charitable or cultural events, on the Property and the Board of Directors may erect reasonable and appropriate signs for same on any portion of the Common Area. Additionally, no Unit Owner may hold an "open house" without first obtaining the approval of the Board of Directors.

Section 7. Exterior Lighting. Except as may be installed initially by Declarant, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Unit which in any way will allow light to be reflected on any other Unit or the improvements thereon or upon the Common Area, or any part thereof without the prior written approval of the Committee and in accordance with the Architectural Review Requirements. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 8. Traffic Hazards. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of Improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the streets, roads or intersections of the Community.

Section 9. Service Yards. All garbage receptacles, gas meters, air conditioning, heating, pool equipment, materials and supplies, and other equipment placed or stored outside must be concealed from view from roads and adjacent property in accordance with the Architectural Review Requirements. No Unit Owner may erect any structure or improvement that will deny or impede the Association's access to the exterior spigots and irrigation controls of that Unit / Owner's yard.

Section 10. Antennas, Other Devices. Except as permitted by law, and except as may be installed initially by Declarant, no exterior radio or television antenna, satellite dish or other receiver transmitting device or any similar exterior structure or apparatus may be erected or maintained unless approved by the Committee, pursuant to the Architectural Review Requirements; provided, however, each Owner may maintain a satellite dish provided the satellite dish complies with location guidelines adopted by the Committee from time to time.

Section 11. Temporary Structures. No temporary structure, such as a trailer, tent, shack, barn, shed or other outbuilding shall be permitted at any time, other than:

- (a) Temporary structures during the period of actual construction; and
- (b) Tents or other temporary structures for use during social functions.

Section 12. Water Supply and Sewerage. No septic tanks shall be permitted (except for the initial temporary sales and construction trailers) within the Community. No potable wells or irrigation wells using local groundwater shall be permitted within the Community.

Section 13. Fuel Storage Tanks. No fuel or gas storage tanks shall be permitted without prior approval of the Committee. Notwithstanding the foregoing, each Unit may have no more than two (2) standard size (i.e. 20 lb.) propane tanks typically used for outdoor cooking grills;

Section 14. Parking and Garages. Owners shall park only in their garages, in the driveways servicing their Unit, or in appropriate parking spaces designated by the Board. Garage doors shall be kept closed except when automobiles are entering or leaving the garage. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Cars parked in the driveway shall be parked such that they are not blocking the sidewalk.

Section 15. Soliciting. Soliciting is strictly forbidden within the Community. Owners should notify the Association if a solicitor appears, and appropriate action may be taken by the Board.

Section 16. Trees and Plantings. Pursuant to the Architectural Review Requirements, no trees or other plantings shall be cut, removed or added, excepting any landscaping as may be put in place initially by Declarant or the CDD, without approval of the Committee, nor shall any Unit Owner alter the landscaping, plant beddings (including mulch or any substitute therefore) or modify the swales without the approval of the Committee. Upon violation of this provision, the Association maintains the right to enter into and upon the Unit and remove and/or replace the unapproved article(s), which cost shall be assessed against the Owner as a Specific Assessment.

Section 17. Fences, Enclosures and Walls; Clotheslines. Except as may be installed initially by Declarant, no fences, screens (including pool screens) and/or enclosures (including front or rear screening/enclosures of any kind), pergolas, or walls shall be erected unless in accordance with the Architectural Review Requirements and only upon approval by the Committee. Furthermore, Unit Owners shall not erect or maintain any clotheslines, without the written consent of the Board of Directors. Upon violation of this provision, the Association maintains the right to enter into and upon the Unit and remove and/or replace the unapproved article(s), which cost shall be assessed against the Owner as a Specific Assessment. Invisible pet fences are not permitted.

Section 18. Motor Vehicles, Trailers, Etc. Recreational vehicles, including but not limited to boats, watercrafts, motorcycles, boat trailers, golf carts, mobile homes, trailers (either with or without wheels), motor homes, tractors, all-terrain vehicles, commercial vehicles of any type, campers, motorized campers, motorized go-carts, motorized skateboards, scooters or any other related transportation device may not be stored outside or on any Unit when not in use, unless fully garaged. Moreover, no recreational vehicle shall be parked on any portion of the Common Area unless such areas are specifically designated for recreational parking. The Association may make reasonable rules regarding the use of motorized skateboards, mopeds, scooters and motorcycles in the Community. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility. Vehicles shall be parked only within Units on paved

surfaces and shall not block sidewalks or bike paths and the Unit Owners must park their motorcycles, motorized skateboards, scooters and car(s) in the garage when not in use.

The Association is authorized to take reasonable steps as permitted by law in order to enforce the above, up to and including towing (even if the subject vehicle is parked within a Unit), suspension of privileges, and the imposition of administrative charges.

Section 19. Recreation Equipment. All basketball courts, backboards, volleyball nets, swing sets, sandboxes and other outdoor recreational equipment shall be installed, maintained or used only in accordance with the Architectural Review Requirements, and approved by the Committee and no portable basketball hoop may be left outside overnight.

Section 20. Lawns and Landscaping. Any changes to a Unit's yard, landscaping, shrubbery and any flora (including the replacement, removal or addition of flora, plantings or modification of swales) to be performed by an Owner with respect to the Owner's Unit must be approved by the Architectural Review Committee. In the event such changes result in an increased maintenance cost to the Association, such additional cost will be assessed individually against such Owner's Unit. Further, except as may be installed initially by Declarant, no gravel, blacktop or paved parking strips shall be installed or maintained by any Owner adjacent to and along the street. No trash, debris or refuse pile shall be placed or remain on a Unit.

Section 21. Subdivision. No Unit shall be further subdivided except upon express written consent of the Declarant and Board of Directors of the Association, and in accordance with applicable subdivision regulations.

Section 22. Conservation Areas. No person may alter the Conservation Areas, including but not limited to, all wetlands and upland buffer areas, from their natural and/or permitted condition; provided, however, the CDD, the Association and Declarant may remove all exotic or nuisance vegetation as permitted under SJRWMD and City permits pertaining to the Community, or restore any Conservation Area as set forth in any restoration plan contained in a conservation easement created for the Conservation Areas. Exotic vegetation may include, but is not limited to, mealeuca, Brazilian pepper, Australian pine, Japanese climbing fern or any other species currently listed by the Florida Exotic Pest Plant Council. Nuisance vegetation may include, but is not limited to, cattails, primrose willow and grapevine.

Section 23. Leases. In order to maintain a community of congenial Owners who are financially responsible and thus protect the value of the Units, the leasing and rental of Units by any Owner shall be subject to the following provision, which provision each Unit Owner covenants to observe: (i) only the entire Unit may be rented, it being the intent of the Declarant and Association that no individual rooms or portions of any Unit be rented separately from the remainder of that Unit; (ii) no Owner may lease his or her residence/home for a period less than one hundred eighty (180) consecutive days; (iii) at the request of the Board, the Unit Owner must submit to the Board a copy of the fully executed lease within 72 hours of such request; and (iv) the lease must specifically state that the tenant lets the Unit subject to the terms and conditions of this Declaration and that if the Unit Owner becomes delinquent in paying any monetary obligation due to the Association, the Association may demand that the tenant pay to the Association the subsequent rental payments and continue to make such payments until all the monetary obligations related to the Unit have been paid in full to the Association. The demand is continuing in nature, and upon demand, the tenant must continue to pay the monetary obligations until the Association releases the tenant or the tenant discontinues tenancy in the Unit.

Notwithstanding the above, the Association is entitled to exercise any and all other remedies at law or in equity as against the Unit Owner or the tenant. The tenant does not, by virtue of payment

of monetary obligations, have any of the rights of a Unit Owner to vote in any election or to examine the books and records of the Association.

Section 24. Window Treatments. All window coverings shall be professionally made, uniform in appearance, and generally keeping with the exterior scheme of the Unit. Window coverings made of bed sheets, shower curtains, foil, grasses or reeds, or paper are specifically excluded.

Section 25. Hurricane Shutters. Any hurricane shutters or other protective devices visible from the outside of a Home shall be of a type approved in writing by the Architectural Review Committee. Hurricane shutters may not be left closed for any extended period beyond the time needed for hurricane protection. Any approved hurricane shutters may be installed or closed up five (5) days prior to the expected arrival of a hurricane and must be removed or opened within five (5) days after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than those times in which a tropical storm or hurricane watch or warning is in effect. Any approval by the Committee shall not be deemed as an endorsement of the effectiveness of hurricane shutters.

The following specific restrictions apply with regard to hurricane shutters:

1. Clear hurricane shutters are approved for all windows, entry doors, sliding glass and French doors. These are the only shutters approved to be on the Home throughout hurricane season (typically June 1st through November 30th).
2. Roll down hurricane shutters are approved for all windows, entry doors, sliding glass and French doors.
3. Galvanized steel shutters are approved for all windows, entry doors, sliding glass and French doors. All shutters must be fully installed, including all slats in place and all such openings covered during a storm event referenced above.
4. Accordion type shutters may be installed but are only approved for windows and doors on the lanai area in the rear, the sides of a Home, or courtyard area of the Home. Accordion type shutters are not permitted in the front of the Home.
5. No hurricane shutters, except as listed above, are permitted without Committee approval.
6. A Unit Owner or occupant who plans to be absent during all or any portion of a hurricane season as defined above must prepare their Home prior to their departure by designating a responsible firm or individual to care for their Home should a hurricane threaten the Home or should the Home suffer hurricane damage. At the request of the Board, a Unit Owner must furnish the Association with the names of such firm or individual prior to any storm event.

Section 26. Garage. Garages are intended primarily for parking and vehicle storage. No Unit Owner may convert his or her garage to living space. Vehicles parked in the driveway shall be parked such that they are not blocking the sidewalk.

Section 27. Intentionally Deleted.

Section 28. Intentionally Deleted.

Section 29. Declarant and Land Owner Exemption. The provisions of this Article are intended to restrict certain uses that may be harmful or affect the ambience or aesthetic appeal of the Community to be constructed by Declarant. The restrictions are not intended to prohibit Declarant from performing such work as may be necessary in the completion of the work in the Community. The restrictions of this Article shall therefore not be binding upon Declarant in the performance of any of the work required in order to complete construction of or in the marketing of the Community. In addition, Land Owner is exempt from the restrictions in this Article.

ARTICLE XIII DECLARANT'S RIGHTS

Section 1. Declarant's Rights. The Declarant and its successors or assigns will undertake the work of constructing Homes and related amenities on the Units and improvements on the Common Areas. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of the Community as a community. As used in this section and its subparagraphs, the words "its successors or assigns" specifically do not include purchasers of completed Units. In order that said work may be completed and the Community established as a fully occupied Community as rapidly as possible, no Owner or the Association shall do anything to interfere with the Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration or the Articles or Bylaws shall be understood or construed to:

(a) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors, from doing on any property owned by them or on any Common Areas whatever they determine to be necessary or advisable in connection with the completion of said work, including without limitation, the alteration of its construction plans and designs as the Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Community may be modified by the Declarant at any time and from time to time, without notice); or

(b) Prevent the Declarant, its successors or assigns, or its or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by the Declarant or on any Common Areas, or its successors or assigns or its or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of its or their business of completing said work and establishing the Community as a Community and disposing of the same by sale, lease or otherwise; or

(c) Prevent the Declarant, its successors or assigns, or its or their contractors or subcontractors or representatives, from conducting on any property owned or controlled by the Declarant or its successors or assigns, its or their business of developing, subdividing, grading and constructing improvements within the Community and of disposing of Units therein by sale, lease or otherwise; or

(d) Prevent the Declarant, its successors or assigns, from determining in its sole discretion the nature of any type of improvements to be constructed as part of the Community.

Notwithstanding any provisions to the contrary herein, the Declarant expressly reserves the right to retain one or more Units in the Community as a guest house, to be used and enjoyed by the Declarant, its affiliates, employees, invitees, and licensees for any lawful purpose together with access to and use of all Common Areas, and all Owners within the Community, by acceptance of a deed to a Unit, are deemed to consent to such use. Any or all of the special rights and obligations of the Declarant may be transferred to other parties, provided that the transfer shall not reduce an obligation nor enlarge a right beyond that contained herein, and provided further, no such transfer shall be effective unless it is in a written instrument signed by the Declarant and duly recorded in the public records of the County.

Nothing in this Declaration shall be construed to require Declarant or any successor to develop any property in any manner whatsoever.

Declarant's plan for the development of the Community, including the use of the guest house described above, may require from time to time the execution of certain documents required by the Local Government. To the extent that said documents require the joinder of any or all Owners each of said Owners, by virtue of said Owner's acceptance of a deed to the Owner's Unit or other conveyance thereof, does irrevocably give and grant to Declarant, or any of its officers individually, full power of attorney to execute said documents as the Owner's agent and in the Owner's place and stead.

Each Owner on his, her or its own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns acknowledges and agrees that the completion of the development of the Community may occur over an extended period of time and that incident to such development and the construction associated therewith the quiet use and enjoyment of the Community and each Unit therein may be temporarily interfered with by the development and construction work occurring on those Units owned by the Declarant or its successors and assigns and each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby waive all claims for interference with such quiet enjoyment and use as a result of the development and construction of the balance of the Community. Each Owner, on such Owner's own behalf and on behalf of such Owner's heirs, personal representatives, successors, mortgagees, lienors and assigns agrees that the development, construction and completion of the balance of the Community may interfere with such Owner's original and existing views, light and air and diminish the same and each such Owner on such Owner's behalf and on behalf of such Owner's heirs, assigns, personal representatives, successors, mortgagees, lienors and assigns does hereby release the Declarant, the Land Owner and their successors in interest and others involved from all claims that they may have in connection therewith.

Section 2. Common Areas.

(a) So long as the Declarant owns land in the Community for development or for sale in the ordinary course of business:

(i) Declarant expressly reserves the right to grant easements and rights-of-way over, under and through the Common Areas; provided, no such easement shall structurally weaken or otherwise interfere with the use of the Common Area by Owners.

(ii) Declarant may in its sole discretion, set aside, convey, lease, grant an easement, license or other use right to real property to the Association within or without the Community for such purposes as may be expressed in the instrument of conveyance, lease or grant of easement, license or other use right. The Association must accept from Declarant any such conveyance, designation, dedication, lease, grant of easement or license, or grant of other use right. No such real property shall be considered to be Common Areas until actually so conveyed, designated, dedicated by platting, leased or a grant of easement, license or other use right is created by a written instrument. The written instrument shall also provide when the area(s) of land are designated, dedicated, conveyed, leased, licensed or a use right is granted to the Association.

(iii) The Association shall not accept from any Person other than Declarant or Land Owner a conveyance, dedication, lease, grant of license or grant of use right except upon the prior written consent of the Declarant or of the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(iv) Declarant shall have the right and the power to regulate and control the external design and appearance of the Common Areas in such a manner as Declarant deems appropriate as to promote a quality environment which will preserve the value of the Units and to foster the attractiveness and functional utility of the Community as a place to live.

(v) Any use of the Common Areas shall be subject to the prior written approval of Declarant or the Board of Directors after the Declarant is no longer selling Units in the ordinary course of business or developing said Units; provided, however, that this shall not apply to the use of the streets and utility infrastructure within the Community.

(vi) Declarant shall have the right in its sole discretion to grant easements, licenses or use rights for the Common Areas to Persons that are not Members. The Board of Directors shall have the right to grant easements, licenses and use rights for the Common Areas to Persons that are not Members after the Declarant is no longer selling Units in the ordinary course of business or developing said Units.

(b) Prior to any conveyance, designation, dedication, lease or grant of easement, license or other use right by Declarant to the Association of any property, Declarant shall have the right to charge reasonable fees for the use of such property; thereafter, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Association; in any event, rents, fees and other charges required to be paid to Declarant under the leases, grants, license or contracts creating the use right shall continue to be paid.

(c) Any real property conveyed, leased or the use of which has been granted by Declarant or any third party to the Association as Common Areas is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their guests and tenants unless otherwise provided by the Declarant.

(d) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Common Areas. So long as Declarant owns any Unit located in the Community for development or for sale in the ordinary course of business, the Declarant shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity and thereafter the Board of Directors of the Association shall make such determination. Nothing shall be done within the Common Areas which may be or become a nuisance to residents or Members.

(e) Neither the execution and recordation of this Declaration, nor the creation of the Association or other entity, nor the recordation of any other instrument subjecting any land in the Community to protective covenants and restrictions, shall obligate or require Declarant or any other Person to grant any right, power, duty or privilege of any nature or kind to the Association or other entity; or obligate or require Declarant to perform any act permitted under this Declaration or to enforce any covenants, condition, restriction or other provision thereof.

(f) The Declarant and its affiliates shall have the right from time to time to enter upon the Common Areas and other portions of the Community for the purpose of the installation, construction, reconstruction, repair, replacement, operation, expansion and/or alteration of any Improvements or facilities on the Common Areas or elsewhere in the Community as the Declarant and its affiliates, employees and agents, as appropriate, elect to effect. Further, the Declarant and its affiliates, guests and invitees shall have right to use the Common Areas for sales, marketing, leasing, customer parking, displays and signs during the period of construction and sale of any of the land owned by the Declarant and its affiliates within the Community, including the operation of a sales

office. All of the foregoing shall apply notwithstanding the fact that the Association holds title to the applicable Common Areas as of any relevant time.

Section 3. Development, Sales and Construction Easement. In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its affiliates and nominees over, upon, across and under the Property, as may be required in Declarant's sole opinion, in connection with the development, construction, marketing and sale of the Community and other lands designed by Declarant. This right shall include, without limitation, the right to: locate and maintain business offices, construction trailers, models, sales offices, and parking associated therewith; post and maintain signs; and maintain employees and agents in the models and offices. The sales offices and signs and all items pertaining to development and sales shall remain the property of Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within the Community for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Community System provided by Declarant. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Units owned by Declarant, and the Common Areas, and Declarant may use portions of the Units owned by Declarant and the Common Areas, for storage of construction materials. Declarant shall have no liability or obligations to repave, restore or repair any portion of the Common Area as a result of the use of the same for construction traffic, and all maintenance and repair of such Common Area shall be deemed ordinary maintenance of the Common Areas payable by all owners as part of the assessments. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to the Association on account of Declarant's use of the Common Areas for construction purpose(s). Declarant intends to use the Common Areas for sales and re-sales of Units. Further, Declarant may market other residences and commercial properties located outside the Community from Declarant's sales facilities located within the Community. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and picnics, and any other activities employed in the marketing of homes. The easements created by this section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the other rights of Declarant set forth herein.

ALL OWNERS, OCCUPANTS AND USERS OF THE COMMUNITY ARE HEREBY PLACED ON NOTICE THAT DECLARANT, THE CDD AND THEIR AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE COMMUNITY. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE, OR OTHER INTEREST, AND BY USING ANY PORTION OF THE COMMUNITY, EACH OWNER, OCCUPANT AND USER ULTIMATELY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES WILL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) PROPERTY WITHIN OR IN PROXIMITY TO THE AREA WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS); (iii) DECLARANT, THE ASSOCIATION, THE CDD, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT; AND

(iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

Section 4. Modification. The development and marketing of the Community will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or the Architectural Review Requirements, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of the Community, as an example and not a limitation, to amend a Plat, and/or Permit, and/or the Master Plan; modify the boundary lines of the Common Areas; grant easements, dedications, agreements, licenses, restrictions, reservations, covenants and/or rights-of-way; and/or take such other action(s) which Declarant or its agents, affiliates or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

Section 5. Promotional Events. Declarant shall have the right, at any time, to hold marketing, special, and/or promotional events within the Community, without any charge for use of the Property. Declarant, its agents, affiliates and/or assignees shall have the right to market the Community in advertisements and other media by making reference to any portion(s) of the Community, including, but not limited to, pictures or drawings of the Community and Units. All logos, trademarks and designs used in connection with the Community are property of the Declarant, and the Association shall have no right to use same except with the express written permission of the Declarant.

Section 6. Use by Prospective Purchasers. Declarant shall have the right to use, without charge, the Common Areas for the purpose of entertaining prospective purchasers of Units or other properties owned by Declarant outside of the Community.

Section 7. Enforcement and Inaction.

(a) So long as the Declarant owns any land in the Community for development or for sale in the ordinary course of business, Declarant shall have the right and power, but not the obligation, to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or non-exclusively any or all of its rights, powers, duties or privileges hereunder to the Association, or to an Owner, or to any other Person. In the event Declarant expends any sum of money to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration, the Association shall immediately reimburse the Declarant for such expenditure. Failure by Declarant, or by the Association or any other Owner or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter. After Declarant no longer owns any land in the Community for development or sale in the ordinary course of business, the Association shall have the right and power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration.

(b) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or the Association in any action against an Owner to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount which remains due and unpaid shall be a continuing lien upon the Owner's Unit collectible in the manner provided in Article VIII.

(c) Notwithstanding anything to the contrary in this Declaration, the terms and provisions of this Article shall not be amended, modified or terminated without the prior written consent of the Declarant so long as Declarant owns any Unit(s) in the Community.

Section 8. Option Agreement; General Rights in Favor of Land Owner.

(a) Option Agreement. Notwithstanding anything to the contrary provided in this Declaration, it is understood and agreed that with respect to any Property owned by Land Owner, the rights of Declarant hereunder remain subject to the terms and conditions of the Option Agreement. During the term of the Option Agreement, Declarant shall remain liable for any and all costs, fees, and expenses properly imposed upon the Declarant or Land Owner pursuant to the terms of this Declaration, such obligations to include, as applicable, the timely payment of any Base Assessments, Neighborhood Assessments, Special Assessments, Specific Assessments and other costs of Common Expenses for the Lots, as well as property tax assessments arising in connection with the Lots owned by Land Owner. Upon the occurrence of a Default or Event of Default (both terms as defined in the Option Agreement) by Declarant under the Option Agreement, Land Owner shall have the right, but not the obligation, to automatically assume all title, rights, powers, authority, duties and obligations of Declarant hereunder, which assignment and assumption of Declarant rights shall be evidenced by the recordation of a written Notice of Assignment of Declarant's Rights, expressly identifying the rights of the Land Owner hereunder, and providing that Land Owner's obligations shall be effective as of the date of recordation of the Notice of Assignment of Declarant's Rights, but in no event shall Declarant be relieved of any obligation or liability arising prior to such recordation. Irrespective of the termination of the Option Agreement, to the extent that Declarant has acquired title to any of the Lots or other property in the Community, Declarant's rights hereunder shall remain in full force and effect only with respect to such acquired property.

(b) General Rights in Favor of Land Owner. Notwithstanding any provision in this Declaration to the contrary: (a) the Declarant shall not, without the prior written consent of Land Owner, have the right to exercise any of the Declarant rights under the Declaration in any manner which will have a material adverse impact on Land Owner and/or any portion of the Property owned by Land Owner, and (b) Land Owner shall be entitled to the benefit of (as though made directly to Land Owner) any and all rights, easements, waivers, releases, indemnifications, exculpations and limitations of liability that are provided to the Declarant under the Declaration.

**ARTICLE XIV
ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS**

Section 1. Compliance by Owners. Every Owner, Owner's family, guests, invitees, tenants, agents and employees shall at all times comply with all Bylaws, Rules and Regulations, Community-Wide Standards, Architectural Review Requirements, use restrictions, and with the covenants, conditions and restrictions set forth herein and in the deed to his Unit (as hereinafter referred to in this Article, the "Rules"). All violations shall be reported immediately to a member of the Board. Disagreements concerning violations, including interpretation of the Rules, shall be presented to and determined by the Board of Directors, whose interpretation and whose remedial action shall control. In the event that an Owner fails to abide by the Rules, then he or she may be subject to any action, right of entry, fine, or other remedy contained in this Declaration. Each remedy shall be non-exclusive and in addition to all other rights and remedies to which the Declarant, the Land Owner, or the Association may be entitled. Failure by the Association to enforce any Rules or exercise any right or remedy contained herein shall not be deemed a waiver of the right to do so thereafter.

Section 2. Actions. The Board of Directors may bring an action at law and/or in equity (including an action for injunctive relief), or both, in the name of the Association to enforce the Rules. In such an event, the Association additionally shall be entitled to recover costs and attorneys' fees.

Section 3. Right of Entry. Violation of the Rules shall give the Association or its duly authorized agent the right to enter upon the land which comprises a Unit or any portion of the Common Area to summarily abate or remove, at the expense of the Owner, any exterior landscaping, structure, thing or condition which violates the Rules. The Association shall not be liable in any manner for trespass, abatement or removal, and all costs and fees incurred by the Association may be specifically assessed against the violating Owner and shall be treated as a Specific Assessment otherwise due the Association.

Section 4. Fines. The Board, in its sole discretion, may impose a fine or fines upon an Owner for failure to comply with any obligation, requirement or rule, provided the following procedures are adhered to:

(a) **Notice:** The Association shall notify the Owner in writing of the non-compliance. Included in the notice shall be the date and time of the next meeting at which the non-compliance will be heard and considered. The notice of the non-compliance to the Owner shall provide, at a minimum, at least fourteen (14) days' notice prior to the meeting.

(b) **Hearing:** The noncompliance shall be presented at a meeting before a committee of at least three (3) members appointed by the Board, who are not officers, directors or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee, where the Owner may protest any allegation of non-compliance and any imposition of fines. A written decision of the committee shall be submitted to the Owner not later than twenty-one (21) days after the meeting. The committee must approve, by a majority vote, the proposed fine or suspension, prior to it being imposed (except as otherwise provided herein).

(c) **Fines:** The Board of Directors may impose reasonable fines, not to exceed \$100 per violation per day, against any Owner, tenant, guest or invitee for the failure of the Owner of the Unit, or its occupant, licensee, or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable rules of the Association. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing as provided pursuant to paragraphs (a) and (b) of Section 4.23 of the Bylaws and as provided in this Declaration, and there shall be no aggregate ceiling on the total fine which may be imposed for a recurring violation.

(d) **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition.

(e) **Assessments:** Fines shall be treated as a Specific Assessment otherwise due to the Association. All fines in the aggregate amount of \$1,000 or more shall be a charge and continuing lien upon each Unit against which the fine(s) is made until paid. Upon recording of a Notice of Lien, there shall exist a perfected lien for unpaid fines in the aggregate amount of \$1,000 or more on the respective Unit prior and superior to all other liens, except all taxes, bonds, assessments and other levies which by law would be superior thereto, a lien or charge of any first mortgage of record (meaning any recorded mortgage with first priority over other mortgages) made in good faith and for value, but subject to the limitations provided in Section 7 of Article VIII hereof. Such lien may be enforced by suit, judgment and foreclosure.

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

(g) Non-Exclusive Remedy: Any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover by law from such Owner.

Section 5. Suspension of Use and Voting. The Board of Directors may suspend, for a reasonable period of time, the right of a Member, or a Member's tenant, guest, or invitee, to use the Common Areas and/or facilities for the failure of the Owner or its occupant, licensee or invitee to comply with any provision of the Declaration, the Bylaws, or reasonable rules of the Association, provided that the Association must provide notice and an opportunity for a hearing as provided herein and as may be provided under the Bylaws.

If an Owner is delinquent for more than ninety (90) days in paying a monetary obligation due to the Association, the Association may suspend, until such monetary obligation is paid in full, the rights of any Owner, tenant, guest or invitee to use any Common Area and/or facilities. The notice and hearing requirements provided herein and as may be provided under the Bylaws do not apply to a suspension of use rights due to a monetary delinquency.

The Association may also suspend the voting rights of a Member for nonpayment of any monetary obligation due to the Association that is delinquent in excess of ninety (90) days. The notice and hearing requirements provided herein and as may be provided under the Bylaws do not apply to a suspension of voting rights due to a monetary delinquency.

Notwithstanding any other provision to the contrary, but only as to this subsection, if Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Common Areas/facilities and/or voting rights) enumerated in this subsection for a monetary delinquency of less than ninety (90) days, or in the event that Chapter 720, Florida Statutes, is ever amended to provide that the Association shall have the right to exercise the suspension rights (for either use of Common Areas/facilities and/or voting rights) enumerated in this subsection for other types of violations, then such rights shall automatically be bestowed upon the Association without need for amending this Declaration or providing any notice.

Section 6. Enforcement. Failure of an Owner or occupant to comply with the terms hereof or with such Rules shall be grounds for immediate action. The enforcement of this Declaration may be by proceeding at law for damages or in equity to compel compliance with its terms, or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Land Owner, the Association, or any Owner may, but shall not be required to, seek enforcement of this Declaration. Any Owner who seeks enforcement of this Declaration shall, by his actions, be deemed to have indemnified the Declarant, the Land Owner, and the Association from all liabilities resulting from his actions. In an action to enforce this Declaration, the non-prevailing party shall pay to the prevailing party all costs and reasonable attorneys' fees at all trial and appellate levels.

Section 7. Covenants. All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the provisions of this Declaration. Each Unit Owner, by virtue of taking title to a Unit, hereby agrees that the deed of conveyance of the Unit to a third party shall specifically state that the Unit is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of Orange County, Florida. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Units.

ARTICLE XV ASSIGNMENT

Any or all of the rights, powers, obligations, easements and estates reserved or given to the Declarant, Land Owner or the Association may be assigned by the Declarant, Land Owner or by the Association, as the case may be, in whole or in part, to the Association or any other assignee. Any assignment shall be made by appropriate instrument in writing, and any assignee shall expressly agree to assume the rights, powers, duties and obligations contained herein, and the assignor shall be relieved and released of all responsibility and obligations associated with the assigned items. Notwithstanding anything to the contrary provided herein, so long as Land Owner remains the owner of any Lots and to the extent only that any foregoing assignment by the Declarant may impact said Lots in any way, Declarant may not assign, pledge, hypothecate or otherwise transfer any rights, powers, authority, duties or obligations under this Declaration without the prior written consent of Land Owner.

ARTICLE XVI CONSERVATION AREAS

Portions of the Community may contain Conservation Areas, as required by SJRWMD, and as more particularly identified on the Plat or pursuant to any conservation easements created pursuant to Section 704.06, Florida Statutes. All Owners are notified that portions of the Units may contain or lie adjacent to Conservation Areas and each Owner shall comply with all use restrictions created herein or pursuant to any conservation easements created for the Conservation Areas. The CDD is charged with the duty of perpetually maintaining all Conservation Areas in accordance with the requirements contained in the SJRWMD permit(s) pertaining to the Community and any subsequent conservation easements created. The CDD is further charged with the duty to perpetually maintain all markers and signage required by the SJRWMD permit(s) governing the Community and the CDD shall have a perpetual right and easement over the entire Community to maintain the Conservation Areas, and all markers and signs pertaining thereto.

THE CONSERVATION AREAS MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND, DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH, REMOVAL OR DESTRUCTION OF TREES, SHRUBS OR OTHER VEGETATION, WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL, EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL, DIKING OR FENCING, AND ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE, FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

ARTICLE XVII WATER MANAGEMENT SYSTEM

Section 1. Ownership. The Water Management System shall be conveyed by the Association to the CDD. The Water Management System shall be the perpetual responsibility of the CDD and may in no way be altered from its natural or permitted state.

Section 2. Maintenance and Monitoring. The CDD shall be responsible for the maintenance, operation and repair of the Water Management System. Maintenance of the Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the

SJRWMD and the City. Any repair or reconstruction of the Water Management System shall be as permitted or if modified, as approved by the SJRWMD and the City.

Section 3. Use Restrictions. The CDD shall enforce the use restrictions for the Water Management System. Activities prohibited within the Water Management System shall include, but not be limited to:

- (a) Digging or excavation;
- (b) Depositing fill, debris, or any other material or item;
- (c) Constructing or altering any water control structure; or
- (d) Any other construction that would modify the Water Management System.

Section 4. Enforcement by District and the City. The SJRWMD and the City shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration regarding the Water Management System and take enforcement measures, including a civil action for injunction and/or penalties, against the CDD to compel the CDD to correct any outstanding problems with the Water Management System.

Section 5. Dissolution of CDD. If the CDD ceases to exist, then all Owners shall be jointly and severally responsible for operation and maintenance of the Water Management System in accordance with the requirements of the applicable Environmental Resource Permit, unless and until an alternate entity assumes responsibility for such system.

Section 6. Intentionally Deleted.

Section 7. Easement for Access and Drainage. The CDD shall have a perpetual non-exclusive easement over all areas of the Water Management System for access to operate, maintain or repair the system. By this easement, the CDD shall have the right to enter upon any portion of any Unit which is a part of the Water Management System at a reasonable time and in a reasonable manner to operate, maintain or repair the Water Management System as required by the SJRWMD permit. Additionally, the CDD shall have a perpetual non-exclusive easement for drainage over the entire Water Management System. No person shall alter the drainage flow of the Water Management System, including buffer areas or swales, without the prior written approval of the SJRWMD and the City.

Section 8. Amendment. Any amendment to this Declaration which alters any provisions relating to the Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Areas, must have the prior approval of the CDD, SJRWMD and the City.

ARTICLE XVIII DISCLOSURES

Section 1. Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within a Home. Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Declarant from any and all liability resulting from same.

Section 2. Mitigation of Dampness and Humidity. No Unit Owner, excluding Declarant, shall install, within his or her Unit, or upon the Common Areas, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at a minimum of 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Declarant does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Owner to the Association, with all such costs to be deemed charges hereunder).

Section 3. Warranty Disclosure. To the maximum extent lawful, Declarant and Land Owner hereby disclaim any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Property and any Home and Unit, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Declarant and Land Owner have not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Declarant and Land Owner that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Home. The Unit Owner has neither received nor relied on any warranties and/or representations from Declarant or Land Owner of any kind, other than as expressly provided herein. All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Declarant or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof. Each Owner acknowledges and agrees that Declarant and Land Owner do not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view and/or natural light.

Section 4. Unit Measurements. Each Owner, by acceptance of a deed or other conveyance of a Unit from Declarant, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Home may vary by more than a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Home, and settling and shifting of improvements, actual square footage of a Home constructed by Declarant may also be affected. By accepting title to a Unit from Declarant, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Home, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Declarant's promotional materials or otherwise. Without limiting the generality of this section, Declarant and Land Owner do not make any

representation or warranty as to the actual size, dimensions or square footage of any Home, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Home.

Section 5. Building Area. Units adjacent to water bodies within the Community may actually contain less building area than reflected on the Plat, and no Owner shall have any claim(s), cause(s) of action or basis for any demand(s) against Declarant, the Land Owner, and/or the Association as a result thereof or in relation thereto.

Section 6. Security. The Association will strive to maintain the Community as a safe, secure residential environment. HOWEVER, NEITHER THE ASSOCIATION, THE LAND OWNER, THE CDD, OR THE DECLARANT SHALL IN ANY WAY BE CONSIDERED GUARANTORS OF SECURITY WITHIN THE COMMUNITY, NEITHER THE ASSOCIATION, THE LAND OWNER, THE CDD, OR THE DECLARANT SHALL HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION IN ORDER TO MAINTAIN THE COMMUNITY AS A SAFE, SECURE RESIDENTIAL ENVIRONMENT, AND NEITHER THE ASSOCIATION, THE LAND OWNER, THE CDD, OR THE DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION, ITS BOARD, THE LAND OWNER, THE CDD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT GUARANTORS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, LOTS, UNITS, HOMES AND TO THE CONTENTS OF HOMES AND FURTHER ACKNOWLEDGE THE ASSOCIATION, ITS BOARD, THE LAND OWNER, THE CDD, THE DECLARANT AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

Section 7. Notices and Disclaimers as to Community Systems. Declarant, its affiliated entities, the Association, their successors or assigns may enter into contracts for the provision of security services through any Community Systems. DECLARANT, ITS AFFILIATED ENTITY, THE LAND OWNER, THE ASSOCIATION, THE CDD, THEIR SUCCESSORS OR ASSIGNS DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH SECURITY SYSTEM OR SERVICES, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, NOTIFY AUTHORITIES OF FIRES OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME; AND EVERY OWNER OR OCCUPANT OF THE PROPERTY RECEIVING SECURITY SERVICES THROUGH THE COMMUNITY SYSTEMS ACKNOWLEDGES THAT DECLARANT, ITS AFFILIATED ENTITY, THE LAND OWNER, THE ASSOCIATION, THE CDD, ANY SUCCESSOR OR ASSIGN ARE NOT INSURERS OF THE OWNER OR OCCUPANT'S PROPERTY OR OF THE PROPERTY OF OTHERS LOCATED ON THE UNIT, DO NOT HAVE ANY OBLIGATION TO AFFIRMATIVELY TAKE ANY ACTION TO PREVENT SUCH OCCURRENCES, AND WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES OR DEATHS RESULTING FROM SUCH OCCURRENCES. It is extremely difficult and impractical to determine the actual damages, if any, which may proximately result from a failure on the part of a security service provider to perform any of its obligations with respect to security services

and, therefore, every Owner or occupant of the property receiving security services through the Community Systems agrees that Declarant, its affiliated entities, the Land Owner, the CDD, the Association, any successor or assign assumes no liability for loss or damage to property or for personal injury or death to persons due to any reason, including, without limitation, failure in transmission of an alarm, interruption of security service or failure to respond to an alarm because of (a) any failure of the Owner's security system, (b) any defective or damaged equipment, device, line or circuit, (c) negligence, active or otherwise, of the security service provider or its officers, agents or employees, or (d) fire, flood, riot, war, act of God or other similar causes which are beyond the control of the security service provider. Every Owner or occupant of a Unit obtaining security services through the Community Systems further agrees for himself, his grantees, tenants, guests, invitees, licensees and family members that if any loss or damage should result from a failure of performance or operation, or from defective performance or operation, or from improper installation, monitoring or servicing of the system, or from negligence, active or otherwise, of the security service provider or its officers, agents, or employees, the liability, if any, of the Declarant, its affiliated entity, the Land Owner, the Association, the CDD, their successors or assigns for loss, damage, injury or death shall be limited to a sum not exceeding Two Hundred Fifty U.S. Dollars (\$250.00), which limitation shall apply irrespective of the cause or origin of the loss or damage and notwithstanding that the loss or damage results directly or indirectly from negligent performance, active or otherwise, or non-performance by an officer, agent or employee of Declarant, its affiliated entities, the Land Owner, the Association, the CDD, their successor or assign of any of same. Further, in no event will Declarant, its affiliated entities, the Association, the CDD, their successors or assigns be liable for consequential damages, wrongful death, personal injury or commercial loss.

In recognition of the fact that interruptions in cable television and other Community Systems services will occur from time to time, no person or entity described above shall in any manner be liable, and no user of any Community System shall be entitled to any refund, rebate, discount or offset in applicable fees, for any interruption in Community Systems services, regardless of whether or not same is caused by reasons within the control of the then-provider of such services.

Section 8. Notice and Disclaimer as to Fireworks. All Owners, occupants and users of the Community are hereby placed on notice that due to the proximity of the Community with the Orlando-area theme park attractions, fireworks are regularly in use in proximity to the Community. By the acceptance of his or her deed or other conveyance or mortgage, leasehold, license, or other interest, and by using any portion of the Community, each Owner, occupant and user ultimately acknowledges, stipulates and agrees that: (i) the use of fireworks in proximity to the Community will not be deemed a nuisance, (ii) Declarant, the Association, and the other listed parties shall not be liable but, rather, shall be held harmless from any and all losses, damages (compensatory, consequential, punitive or otherwise), injuries or deaths arising from or relating to the aforesaid activities, except resulting directly from Declarant's gross negligence or willful misconduct; and (iii) any purchase or use of any portion of the Community has been and will be made with full knowledge of the foregoing. Notwithstanding the foregoing, Declarant makes no representation or guaranty that fireworks will be in use in proximity to the Community, nor that such fireworks, if in use, will be visible from the Community.

Section 9. Notices and Disclaimers as to Water Bodies. NEITHER DECLARANT, THE LAND OWNER, THE ASSOCIATION, THE CDD, NOR ANY OF THEIR SUPERVISORS, OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, STAFF, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. THERE IS NO GUARANTY BY THE LISTED PARTIES THAT WATER LEVELS

WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE PROPERTY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES SHALL, FROM TIME TO TIME, EXCAVATE, CONSTRUCT AND MAINTAIN WATER BODIES WITHIN PROXIMITY TO THE PROPERTY. NOTWITHSTANDING THE FOREGOING, EXCAVATION OR CONSTRUCTION OF WATER BODIES SHALL BE PROHIBITED UNLESS OTHERWISE AUTHORIZED BY THE PERMITS. IN THE EVENT THAT THE EXCAVATION OR CONSTRUCTION OF WATER BODIES IS NOT AUTHORIZED BY SAID PERMITS, SUCH EXCAVATION OR CONSTRUCTION MAY ONLY TAKE PLACE IF A PERMIT MODIFICATION IS OBTAINED. BY THE ACCEPTANCE OF HIS OR HER DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE PROPERTY, EACH SUCH OWNER, OCCUPANT OR USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW CHILDREN, GUESTS OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY WATER BODY WITHIN THE PROPERTY EXCEPT AS SPECIFICALLY PERMITTED BY THIS DECLARATION OR THE RULES AND REGULATIONS ADOPTED BY THE ASSOCIATION; (iii) DECLARANT, THE LAND OWNER, THE ASSOCIATION, AND THE OTHER LISTED PARTIES SHALL NOT BE LIABLE BUT, RATHER, SHALL BE HELD HARMLESS FROM ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES; (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE PROPERTY HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING; AND (v) THIS ACKNOWLEDGEMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF THE PROPERTY.

FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK.

ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME ALLIGATORS AND OTHER WILDLIFE MAY HABITAT OR ENTER INTO WATER BODIES WITHIN OR NEARBY THE COMMUNITY AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

NEITHER DECLARANT, THE LAND OWNER, THE CDD, OR THE ASSOCIATION SHALL BE OBLIGATED TO ERECT FENCES, GATES OR WALLS AROUND OR ADJACENT TO ANY WATER BODY WITHIN THE COMMUNITY.

MODIFICATION OF THE SHORELINE BY AN OWNER IS STRICTLY PROHIBITED.

Section 10. Notice Regarding Water Service. Water meters for each Unit are located adjacent to public right-of-way. The individual water service which extends from the meter to the Townhome Unit is owned and maintained by the Unit Owner.

Section 11. Alleyways Located on Lots. By acceptance of a deed or other conveyance to a Lot or any other part of the Property, each owner and Member shall be deemed to have acknowledged and agreed that: (i) as to any portion of the Alleyways located on or within an individual Owner's or Member's portion of the Property, said portion of the Alleyways are and shall be perpetually privately and individually owned by said Owner or Member, with said Owner or Member responsible for payment of all ad valorem real estate taxes and assessments levied by any Governmental Authority in connection therewith; (ii) notwithstanding any private ownership of the Alleyways as described in clause (i), directly above, after the development, construction, and installation of said Alleyways, the Alleyways shall, at Common Expense by perpetually under the exclusive control, management, and dominion of the Association, and no Owner or Member, regardless of whether any portion of the Alleyway is located on or within any portion of the Property) including, but not limited to, any Lots) owned by said Owner or Member, shall have any rights or privileges that conflict in any way with the foregoing prerogatives of the Association; (iii) the Alleyways are not public and will not be public or dedicated to the public or to the Local Government; and (iv) after the development, construction, and installation of said Alleyways (including sidewalks appurtenant thereto, if any), said Alleyways shall, all as a Service Area Expense borne by the Owners of the Townhomes within the Community by the levying of one or more types of Assessments from time to time, be perpetually maintained, repaired, and replaced by the Association from time to time as and to the extent provided in this Declaration and as determined by the Declarant (prior to Turnover) or the Board (after Turnover) (collectively, "Alleyway Maintenance"). In connection with said Alleyway Maintenance, the Declarant hereby reserves, grants, and establishes, for the benefit of the Declarant and the Association, such perpetual non-exclusive easements over, upon, across, under, and through any and all portions of the Property (including, but in no way limited to, each Common Property and each Lot, whether or not said Common Property or Lot has or will have a portion of the Alleyways within the boundaries of said Common Property or Lot), as may be reasonably required, necessary, or convenient, to allow and permit the Association to commence, undertake, and complete any Alleyway Maintenance with regard to or concerning the Alleyway. By acceptance of a deed or other conveyance to a Lot or any other part of the Property, each Owner and Member shall be deemed to have acknowledged and agreed that the Declarant's and Association's liability, obligation, and responsibility with respect to the Alleyways shall be only as and to the extent expressly provided in this Declaration. It shall be each Owner's and Member's duty, responsibility, and obligation to determine and understand if (and if applicable, to what extent) any portion of the Alleyway is located on or within the boundaries of any individual Owner's or Member's portion of the Property. In connection with the foregoing, each Owner and Member, with regard to the subject Lot(s), is encouraged to review the Plat and to obtain a title insurance commitment and a Lot survey prior to acquiring or otherwise accepting title to any Lot(s), so that said owner or Member can better fully determine and understand if (and if applicable to what extent) any portion of the Alleyways are located on or within the subject Lot(s)/ Mo Owner or Member shall be entitled to any discount against property or other taxes or assessments based upon an Alleyway being located on or within the boundaries of an Owner's or Member's Lot.

ARTICLE XIX COMMUNITY DEVELOPMENT DISTRICT

This Article XIX applies to supersede any other provisions of this Declaration, and, in the event of a conflict between the provisions of this Article and any other provision of this Declaration, this Article shall control.

The CDD was established for the purposes of financing certain community infrastructure, improvements and facilities, including but not limited to the Surface Water Management System, water and wastewater utilities, public roadways, hardscaping, landscaping, irrigation systems, lighting, and conservation areas (together, “**CDD Improvements**”). In connection with the establishment of the CDD, assessments, taxes and fees may be assessed against the Units, in addition to those created by this Declaration and levied by the Association. Each Owner shall pay to the CDD, or its designated representative, any assessments, taxes and fees levied by the CDD. **THE COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON ANY PROPERTY WITHIN THE DISTRICT. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.**

The following provisions also apply to the CDD:

1. The CDD reserves all rights under Chapter 190, Florida Statutes with respect to the property that the CDD owns (“CDD Property”), and to any CDD Improvements. Any CDD Property, and any CDD Improvements, shall not be deemed a part of the Common Areas for purposes of this Declaration and shall not be subject to the provisions of this Declaration.
2. The CDD is hereby granted a non-exclusive easement across all property that is the subject of this Declaration, including but not limited to the rights of ingress and egress for CDD purposes as well as the rights to construct, install, acquire, operate, maintain, repair and replace any CDD Improvements.
3. In addition to any other rights that the Declarant may have pursuant to this Declaration, Declarant shall have the right to convey or grant easements or other rights in property to the CDD and for the purposes of ingress, egress, installation, construction, acquisition, operation, maintenance, repair, or replacement of public improvements contemplated under Chapter 190, Florida Statutes. Any property so conveyed shall be deemed CDD Property.
4. The Association may, from time to time, make and enter into maintenance agreement(s) with the CDD, whereby the Association may be responsible at its own cost for the operation, maintenance, repair and replacement of certain CDD Improvements located over, through and upon the CDD Property as provided in such an agreement.
5. To the extent permitted by law, the CDD is a named, third-party beneficiary of this Declaration, and shall have the right to enforce the provisions of this Declaration.
6. Any indemnification provision provided in favor of the Association and pursuant to this Declaration shall also be construed to be in favor of the CDD, as though the term “CDD” was written alongside the “Association” as an additional indemnitee.

Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of the CDD unless such amendment receives the prior written consent of the CDD, which consent may be withheld for any or no reason whatsoever.

ARTICLE XX GENERAL PROVISIONS

Section 1. Duration. The covenants, conditions and restrictions contained in this Declaration or any amendment thereto shall run with and bind the Property and any Owner or lessee thereof, and

shall inure to the benefit of and be enforceable by the Declarant, the Land Owner, the Association, or the Owner of any Property subject to this Declaration or any Supplemental Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of the County. The covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the Owners of two-thirds (2/3) of the Units is recorded which changes or terminates the covenants, conditions and restrictions in whole or in part. However, no instrument which changes or terminates the covenants, conditions or restrictions shall be effective unless executed and recorded at least ninety (90) days in advance of the end of the initial or any extension period hereof, and unless written notice of the proposed instrument is sent to every Owner at least ninety (90) days in advance of any action taken.

Section 2. Amendment.

(a) Prior to Turnover Date. Prior to the Turnover Date, Declarant may unilaterally amend this Declaration for any purpose; provided, however, any such amendment shall not adversely affect title to any Unit unless the Owner of such Unit shall consent thereto in writing and so long as said amendment is not unequivocally contrary to the overall, uniform scheme of development for the Community. The Association shall, forthwith upon the request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Declarant's right to amend under this provision is to be construed as broadly as possible. Notwithstanding anything to the contrary provided in this Declaration, so long as Land Owner owns any portion of the Property, no provision of this Declaration may be amended without the written consent of the Land Owner.

(b) After the Turnover Date. After the Turnover Date, the Declarant with the consent of the majority of the Board of Directors, may amend this Declaration, if such amendment is (i) necessary to bring any provision into compliance with any applicable governmental statutes, rule, regulation or judicial determination; (ii) necessary to enable any reputable title insurance company to issue title insurance coverage on the sale of Units; (iii) required by an institutional or governmental lender, purchaser, insurer or guarantor of mortgage loans, including, for example, but in no way limited to, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable it to make, purchase, insure or guarantee mortgage loans on the Units; or (iv) otherwise necessary to satisfy the requirements of any governmental agency; provided, however, any such amendment shall not adversely affect the title to any Unit unless the Owner of such Unit shall consent thereto in writing.

(c) By Owners. Subject to the other terms and conditions of this Declaration, this Declaration may be amended only by the affirmative vote or written consent, or any combination thereof, of Members representing a simple majority of the total Class "A" votes in the Association, and the consent of the Declarant, so long as the Declarant owns a Unit in the Community. In addition, the approval requirements set forth in Article XIV hereof shall be met if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause or applicable law.

(d) Validity and Effective Date of Amendments. Amendments to this Declaration shall become effective upon recordation in the public records of the County, unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Declaration.

If an Owner consents to any amendment to this Declaration, the Articles or the Bylaws, it will be conclusively presumed that such Owner has the authority to so consent, and no contrary provision

in any mortgage or contract between the Owner and a third party will affect the validity of such amendment.

No amendment may remove, revoke or modify any right or privilege of the Declarant without the prior written consent of the Declarant or the assignee of such right or privilege, which consent may be withheld for any reason whatsoever.

Section 3. Rules and Regulations. The Association, through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the property within the Community, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Architectural Review Requirements. Such rules and regulations shall be binding on all Owners and occupants.

Section 4. Termination. Should the Members vote not to renew and extend this Declaration, the Common Area owned by the Association shall be transferred to a trustee appointed by the Circuit Court of Orange County, Florida, which trustee shall sell the Common Area free and clear of the limitations imposed hereby upon terms established by a Circuit Court of Orange County, Florida. The proceeds of a sale of the Common Area first shall be used for the payment of any debts or obligations constituting a lien on the Common Area, then for payment of any obligation incurred by the trustee in the operation, maintenance, repair or upkeep of the Common Area. The excess proceeds, if any, shall be distributed among the Owners in proportion to each Owner's Common Expenses.

Section 5. Notices. 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, postage paid, 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.

Section 6. Controlling Agreement. To the extent any provisions contained herein conflict with the Articles or the Bylaws, the provisions contained herein shall supersede such conflicting provisions contained in the Articles or Bylaws.

Section 7. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect. Further, it is the intent of Declarant that this Declaration be drafted in accordance with the provisions set forth in Chapter 720, Florida Statutes, as in effect on the date this Declaration is recorded and, except as otherwise expressly stated herein, not being subject to subsequent amendments to Chapter 720, Florida Statutes; therefore, in the event that it is determined at any time and by any Person that any provision or section hereof is invalid under, in conflict with or in violation of any provision or section of Chapter 720, Florida Statutes, as enacted on the date this Declaration is recorded, then StJ.Ch provision or section of this Declaration shall be deemed and interpreted to comply with such statute as if such provision or section hereof had originally been drafted in such manner.

Section 8. Partition. The Common Area shall remain undivided, and no Person shall bring any action for partition or division of the whole or any part thereof without the written consent of all Owners within the Community and without the written consent of all holders of all mortgages encumbering any portion of the property within the Community.

Section 9. Gender and Grammar. The singular, wherever used herein shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

Section 10. Captions. The captions of each Article and Section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular Article or Section to which they refer.

Section 11. Conveyances of Common Area. The Association shall accept conveyances of Common Area as are made from time to time to the Association by Declarant.

Section 12. Mortgagee Provisions. The following provisions are for the benefit of holders, insurers and guarantors of first mortgages on Units in the Community. The provisions of this Section apply to both this Declaration and to the Bylaws, notwithstanding any other provisions contained therein:

(a) **Notices of Action.** An institutional holder, insurer or guarantor of a first mortgage who provides written request to the Association (such request to state the name and address of such holder, insurer or guarantor and the street address of the Unit to which its mortgage relates, thereby becoming an "Eligible Holder"), will be entitled to timely written notice of:

(i) Any condemnation loss or any casualty loss which affects a material portion of the Community or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such Eligible Holder;

(ii) Any delinquency in the payment of assessments or charges owed by a Unit subject to the mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Declaration or Bylaws relating to such Unit or the Owner or occupant which is not cured within sixty (60) days. Notwithstanding this provision, any holder of a first mortgage is entitled to written notice upon request from the Association of any default in the performance by an Owner of a Unit of any obligation under the Declaration or Bylaws which is not cured within sixty (60) days;

(iii) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(iv) Any proposed action which would require the consent of a specified percentage of Eligible Holders.

(b) **Special FHLMC Provision.** So long as required by the Federal Home Loan Mortgage Corporation, the following provisions apply in addition to and not in lieu of the foregoing. Unless at least seventy five percent (75%) of the first mortgagees or Members representing at least seventy five percent (75%) of the total Association vote entitled to cast consent, the Association shall not:

(i) By act or omission seek to abandon, partition, subdivide, encumber, sell or transfer all or any portion of the real property comprising the Common Area which the Association owns, directly or indirectly (the granting of easements for public utilities or other similar purposes consistent with the intended use of the Common Area shall not be deemed a transfer within the meaning of this subsection);

(ii) Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner of a Unit (a decision, including contracts, by the Board or provisions of any declaration subsequently recorded shall not be subject to this provision where such decision or subsequent declaration is otherwise authorized by this Declaration);

(iii) By act or omission change, waive or abandon any scheme of regulations or enforcement pertaining to architectural design, exterior appearance or maintenance of Units and the Common Area (the issuance and amendment of architectural standards, procedures, rules and regulations, or use restrictions shall not constitute a change, waiver or abandonment within the meaning of this provision);

(iv) Fail to maintain insurance, as required by this Declaration; or

(v) Use hazard insurance proceeds for any Common Area losses for other than the repair, replacement, or reconstruction of such property.

First mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against the Common Area and may pay overdue premiums on casualty insurance policies or secure new casualty insurance coverage upon the lapse of an Association policy, and first mortgagees making such payments shall be entitled to immediate reimbursement from the Association.

(c) Other Provisions for First Lien Holder. To the extent possible under Florida law:

(i) Any restoration or repair of the Community after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Declaration and the original plans and specifications unless the approval is obtained of the Eligible Holders of first mortgages on Units to which at least fifty one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

(ii) Any election to terminate the Association after substantial destruction or a substantial taking in condemnation shall require the approval of the Eligible Holders of first mortgages on Units to which at least fifty one percent (51%) of the votes of Units subject to mortgages held by such Eligible Holders are allocated.

(d) Amendments to Documents. The following provisions do not apply to amendments to this Declaration, the Articles or the Bylaws or termination of the Association made as a result of destruction, damage or condemnation pursuant to Article X and Article XI, or to the addition of land in accordance with Article II:

(i) The consent of Members representing at least seventy five percent (75%) of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of the Eligible Holders of first mortgages on Units to which at least seventy five percent (75%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Association.

(ii) The consent of Members representing at least seventy five percent (75%) of the Class "A" votes and of the Declarant, so long as it owns any land subject to this Declaration, and the approval of Eligible Holders of first mortgages on Units to which at least fifty one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required materially, to amend any provisions of this Declaration, Bylaws or Articles, or to add any material provisions thereto which establish, provide for, govern or regulate any of the following:

- a) voting;
- b) assessments, assessment liens or subordination of such liens;
- c) reserves for maintenance, repair and replacement of the Common Area;
- d) insurance or fidelity bonds; and
- e) any provisions included in the Declaration, Bylaws or Articles, which are for the express benefit of holders, guarantors or insurers of first mortgages on Units;

(e) No Priority. No provision of this Declaration, the Articles, or the Bylaws gives or shall be construed as giving any Owner or other party priority over any rights of the first mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Area.

(f) Notice to Association. Upon request, each Owner shall be obligated to furnish to the Association the name and address of the holder of any mortgage encumbering such Owner's Unit.

(g) Amendment by Board. Should the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation subsequently delete any of its respective requirements which necessitate the provisions of this Article or make any such requirements less stringent, the Board, without approval of the Owners, may record an amendment to this Article to reflect such changes.

(h) Applicability of this Section. Nothing contained in this Section shall be construed to reduce the percentage vote that must otherwise be obtained under the Declaration, Bylaws or Florida law, for any of the acts set out in this Section.

(i) Failure of Mortgagee to Respond. Any mortgagee who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the mortgagee within sixty (60) days of the date of the Association's request, provided such request is delivered to the mortgagee by certified or registered mail, return receipt requested.

Section 13. Rights Reserved for Declarant with Respect to Community Systems. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual easement for the placement and location thereof;

(b) the right to connect, from time to time, the Community Systems to such receiving or intermediary transmission source(s) as Declarant may in its sole discretion deem appropriate including, without limitation, companies licensed to provide CATV service in the City or County, for which service Declarant shall have the right to charge any users a reasonable fee (which shall not exceed any maximum allowable charge provided for in the ordinances of the City);

- (c) the right to offer monitoring/alarm services through the Community Systems; and
- (d) the right to offer internet, telephone and other telecommunications services.

Neither the Association nor any officer, directors, employee, committee member or agent (including any management company) thereof shall be liable for any damage to property, personal injury or death arising from or connected with any act or omission of any of the foregoing during the course of performing any duty or exercising any right, privilege (including, without limitation, performing maintenance work which is the duty of the Association or exercising any remedial maintenance or alteration rights under this Declaration) required or authorized to be done by the Association, or any of the other aforesaid parties, under this Declaration or otherwise as required or permitted by law.

Section 14. Legal Actions By Associations. No judicial or administrative proceedings shall be commenced or prosecuted by the Association involving amounts in controversy in excess of \$100,000.00 unless approved by a majority of the voting interests at a meeting of the membership at which a quorum has been obtained. Any action brought by the Association against one of its Unit Owners or against the Declarant shall be resolved by binding arbitration in accordance with the rules and procedures of Construction Arbitration Services, Inc. or its successor or an equivalent organization selected by the Board of Directors. Notwithstanding anything herein to the contrary, this section is not meant to limit the rights of the Association, any Member of the Association, and any owner of land in the Community to bring action against the Association or the Developer, with the prevailing party being entitled to attorneys' fees and costs, to the limited extent provided in Section 34-290(18), Orange County Code, but only as to the limited matters provided in said ordinance.

Section 15. Legal Actions By Unit Owners. To the extent permitted by any applicable laws, no Unit Owner shall have the right to object, to challenge, and/or to commence any legal proceeding under any act, power, or authority now in force or hereafter to be enacted except after following such procedures as may be established by the Board of Directors by rule or regulation consistent with the provisions of this Declaration. An executive board, or a committee as may be appointed by the Board, shall hear claims from Unit Owners regarding alleged violations of the Declaration, Articles, Bylaws, and any rules and regulations (except for violations with respect to assessment obligations) of the Association. The Board of Directors or such executive board or committee shall hold a hearing on any such claim within forty-five (45) days after receipt by the executive board or committee of a written notice of claim and request for a hearing from a Unit Owner. A decision shall be issued in writing by the executive board or such committee (which decision may at the executive board or committee's discretion, but shall not be required, to include the rationale supporting the decision) within fifteen (15) days after the conclusion of the hearing, unless the parties involved agree to extend the timeframe for the decision.

Unless the internal remedies provided by this section and any rules and regulations as may be promulgated by the executive board or committee, shall be expressly waived by the Association, or the Association fails or refuses to act, no legal proceeding shall be commenced by any Unit Owner until such internal remedy is pursued to exhaustion. Once all Association procedures are exhausted, any and all disputes arising out of the Declaration, Articles, Bylaws, and any rules and regulations (except for violations with respect to assessment obligations) of the Association and all other torts and statutory causes of action ("Claims") shall be resolved by binding arbitration in accordance with the rules and procedures of Construction Arbitration Services, Inc. or its successor or an equivalent organization selected by Board of Directors.

Notwithstanding anything herein to the contrary, this section is not meant to limit the rights of the Association, any Member of the Association, and any owner of land in the Community to bring action against the Association or the Developer, with the prevailing party being entitled to attorneys' fees and costs, to the limited extent provided in Section 34-290(18), Orange County Code, but only as to the limited matters provided in said ordinance.

Section 16. Indemnification. Except as further qualified in this Declaration, notwithstanding those provisions set forth in Article XV, Section 6(a) of this Declaration, the Association and Owners, each, jointly and severally, covenant and agree to indemnify, defend and hold harmless Declarant, its officers, directors, shareholders, employees and any related persons or corporations and its successors and assigns, from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life or damages to property sustained on or about the Property, including, without limitation, breaches or defaults under the Permits or resulting from or arising out of activities or operations of the Association or Owners; from and against all costs, expenses and liabilities incurred in relation to or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, including without limitation, legal fees; and from and against any orders, judgments or decrees which may be entered relating to the foregoing, The costs and expense of fulfilling this covenant of indemnification shall be an Association expense to the extent such matters are not covered by insurance maintained by the Association.

Section 17. Applicable Law. This Declaration is governed pursuant to the terms of all Applicable Laws without regard to principles of conflict of law.

Section 18. Reliance. Before accepting a deed to a Unit, each Owner has an obligation to retain an attorney in order to confirm the validity of this Declaration. By acceptance of a deed to a Unit, each Owner acknowledges that he or she has sought and received such an opinion or has made an affirmative decision not to seek such an opinion. Declarant and Land Owner are relying upon each Owner to confirm in advance of acquiring a Unit that this Declaration is valid, fair, and enforceable. Because such reliance is detrimental to Declarant and Land Owner, an estoppel and waiver shall, by and upon acceptance of a deed to a Unit, exist prohibiting each Owner from taking the position that any provision in this Declaration is invalid in any respect. As a further inducement for Declarant and Land Owner to subject the Community to this Declaration, each Owner does hereby release, waive, discharge, covenant not to sue, acquit, satisfy and forever discharge Declarant, and Land Owner, and each of their respective officers, directors, employees, agents and affiliates and assigns from any and all liability, claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises and demands whatsoever, in law or in equity, which an Owner has or may have in the future, or which any personal representative, successor, heir or assign of such Owner can, shall or may now or hereafter have against Declarant, Land Owner, and each of their respective officers, directors, employees and/or agents, and/or its affiliates and assigns for, upon or by reason of any matter, cause or thing whatsoever with respect to or in relation to this Declaration or the exhibits attached hereto. This release and waiver is intended, and shall be interpreted and construed to be as broad and inclusive as permitted by the laws of the State of Florida.

Section 19. Limitation of Rights as Declarant. Notwithstanding any other provision contained in this Declaration, during the term of the Option Agreement and so long as Toll Southeast LP Company, Inc. is the Declarant, Toll Southeast LP Company, Inc. shall not, without the prior written consent of Land Owner, exercise any of the "Declarant" rights under this Declaration in any manner which will have a material or adverse impact on any portion of the Property owned by Land Owner.

ARTICLE XXI
TOWNHOME COMMUNITY

Section 1. Definitions. The definitions set forth in Article I of this Declaration are, as applicable, supplemented, amended, or replaced with the following definitions:

(a) “Block” shall mean and refer to any group of adjacent Lots constituting a block as depicted on any recorded Plat, including any improvements from time to time constructed, erected, placed, installed or located thereon. If applicable, a Block may be considered Limited Common Area.

(b) “Party Wall” shall mean and refer to a structural, fire rated wall between two adjacent Townhomes located within the same Townhome Building, which provides structural support for each of the Townhomes sharing the Party Wall. Damage to a Party Wall could impair the structural integrity of more than one Townhome.

(c) “Service Area” shall mean and refer to each group of Townhome Lots and Townhomes that share a common continuous building structure connected by Party Walls or containing Townhomes constructed on such Townhome Lots. If applicable, Service Area may also refer to the Townhomes Lots and Townhomes located in a Block.

(d) “Service Area Expense” shall mean Common Expenses incurred by the Association for maintenance, operation and other services required or authorized to be performed by the Association with respect to any Service Area.

(e) “Townhome” shall mean and refer to each townhome or townhouse located or to be located within a Townhome Building.

(f) “Townhome Building” shall mean and refer to the common, continuous building structure with shared roof and other common structural elements, constructed on a group of Townhome Lots and all structural components thereof. Each Townhome Building is or will be partitioned, by the means of Party Walls, so that an individual Townhome within the subject Townhome Building is located on each Townhome Lot.

(g) “Townhome Lot” shall mean and refer to each Lot with a Townhome constructed or to be constructed thereon.

Section 2. Townhome Community.

(a) Declarant intends that a portion of the Property be approved and developed as a Community of Townhomes. As such, each Unit must be a Townhome, with at least one (1) Party Wall, and located within a Townhome Building.

(b) Reclaimed water provided for irrigation to the Townhome Lots shall be provided through a master meter at the Property, Townhome Building, or Service Area level, controlling the flow of such reclaimed water to the entire Property, Townhome Building, or Townhome Lots within such Service Area, respectively, and all costs, fees, and expenses incurred by the Association for such reclaimed water service may be allocated and assessed only to the subject Townhome Building or Service Areas and deemed Service Area Expenses incurred in connection with such Townhome Building or Service Areas, all as reasonably determined by the Declarant or Association from time to time, as the case may be. Notwithstanding the foregoing, the Owner of a Townhome shall be responsible for any repair and

replacement of the irrigation controller and rain sensor associated with their Townhome Lot. In the event such irrigation controller and rain sensor are not repaired or replaced, the Association may, but shall not be obligated to, undertake to repair or replace such irrigation controller and rain sensor on behalf of the Owner. The costs and expenses of such repairs and replacement plus Twenty-Five and no/100 Dollars (\$25.00), or such other amount determined by the Association, shall be assessed against the respective Townhome Lot as an individual assessment.

(c) BY VIRTUE OF ACCEPTING TITLE TO ANY TOWNHOME LOT AND TOWNHOME CONSTRUCTED OR TO BE CONSTRUCTED THEREON, EACH OWNER SHALL BE ON NOTICE THAT: (I) PUNCTURING OR OTHERWISE DAMAGING ANY PARTY WALL OR STRUCTURAL APPURTENANCE THERETO WILL IMPAIR, AT MINIMUM, THE FIRE-WALL FUNCTION OF SUCH PARTY WALL, AND MAY IMPACT, MINIMALLY OR MORE SIGNIFICANTLY, THE STRUCTURAL INTEGRITY AND GENERAL SAFETY OF THE SUBJECT TOWNHOME BUILDING AND THE TOWNHOMES LOCATED THEREON; AND (II) EACH OWNER AND OCCUPANT OF A TOWNHOME IS EXPRESSLY PROHIBITED FROM DIRECTLY OR INDIRECTLY (INCLUDING, BUT NOT LIMITED, THROUGH TENANTS, CONTRACTORS, TRADESMAN, OR OTHERWISE) PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING IN ANY WAY ANY PARTY WALLS IN ANY MANNER WHATSOEVER, UNLESS HAVING FIRST OBTAINED THE ASSOCIATION'S EXPRESS WRITTEN CONSENT AND THEREAFTER COMPLYING STRICTLY WITH THE TERMS, CONDITIONS, AND PROVISIONS OF ANY SUCH WRITTEN CONSENT. EACH OWNER SHALL FOREVER HOLD HARMLESS AND INDEMNIFY DECLARANT, THE BOARD, THE ASSOCIATION, AND ALL OTHER OWNERS FROM ANY AND ALL LOSS, CLAIM, LIABILITY, EXPENSES, CAUSES OF ACTION OR DAMAGES WHATSOEVER CONNECTED WITH SAID OWNER'S DIRECT OR INDIRECT PUNCTURING, PIERCING, PERFORATING, OR OTHERWISE DAMAGING, IN ANY WAY, ANY PARTY WALL IN VIOLATION OF THIS PARAGRAPH.

(d) Affixing Objects to Exterior of Townhome Buildings Prohibited. Nothing shall be attached, mounted, hung or otherwise affixed to the exterior of any Townhome Building without the prior written consent of the Committee.

Section 3. Maintenance.

(a) Duties of the Association.

(i) The Association, all at Service Area Expense borne by all Owners of Townhomes within the Community, acting by and through the Board, shall, in addition to those general and specific duties, responsibilities, and obligations elsewhere referenced herein or imposed upon it by law, have the following specific duties, responsibilities and obligations:

a) As may be necessary from time to time, to maintain and operate the Townhome Buildings. The Association may adopt standards of maintenance and operation concerning the Townhome Buildings. In all events, however, the Townhome Buildings shall be maintained and operated in compliance with any and all governmental permits, rules, regulations and requirements.

b) With regard to each Townhome Building, as may be necessary from time to time due to the ordinary wear and tear and customary usage of the Townhomes located within such Townhome Building, to perform pressure cleaning and painting of all exterior portions thereof, including, garages, garage doors, exterior doors, shutters,

and fascia, and any fences erected along Townhome Lot boundaries by Declarant (“Boundary Fence(s)”). The maintenance responsibility of the Association concerning Townhome Buildings shall not extend to or include the glass in individual Townhome windows or the replacement of garage doors or exterior doors, and shall not include any screen enclosures, fences, patios, or other improvements constructed by or at the direction of an individual Owner; such improvements, at all times, shall be insured, maintained, repaired, and replaced by the Owner of such improvements, at said Owners sole cost and expense, and pursuant to the terms hereof.

c) With regard to each Townhome Building, as may be necessary from time to time due to the ordinary wear and tear and customary usage of such roof, to maintain, repair, and/or replace, as necessary, each Townhome Building roof, including the roof deck surface, flashings, and gutters, if any, and any exterior porch or garage roofs constructed or installed as part of the original construction of the subject Townhome Building. The maintenance, repair, and/or replacement responsibility of the Association concerning Townhome Building roofs shall not include the roofs of any patios, screen enclosures, or other improvements constructed by or at the direction of an individual Owner; such improvements, at all times, shall be insured, maintained, repaired, and replaced by the Owner of such improvements, at said Owners sole cost and expense, and pursuant to the terms hereof.

d) As may be necessary from time to time due to the ordinary wear and tear and customary usage of such sidewalks, to perform general maintenance, repair, replacement and pressure cleaning of all sidewalks on any Townhome Lots, which sidewalks: (a) are not dedicated to the public or any governmental authority; and (b) are designed to and in fact connect and serve more than one Townhome Lot.

e) As may be necessary from time to time due to the ordinary wear and tear and customary usage of such driveways, to perform maintenance, repair, replacement, and pressure cleaning of all Townhome Lot driveways.

f) As may be necessary from time to time due to the ordinary wear and tear and customary usage of a Boundary Fence, to maintain, repair, and replace any Boundary Fence(s), if installed by Declarant. In the event the Owner of a Townhome desires to install a Boundary Fence, such Boundary Fence shall be subject to review and approval by the Architectural Review Committee and shall thereafter be maintained by that Owner.

g) As may be necessary from time to time due to the ordinary wear and tear and customary usage of such irrigation equipment, to maintain, repair, and replace any irrigation equipment (including, without limitation, any sprinklers, pumps, wells, and water lines wherever located) serving any Townhome Lot and any property adjacent to such Townhome Lot for which the Owner thereof would otherwise be responsible for as provided herein; provided, however, that the Association shall have no responsibility for any sprinklers or other irrigation equipment installed by the Owner or Tenant of any such Townhome Lot. The Association shall be responsible for watering of Townhome Lots and the operation, maintenance, repair, and replacement of said irrigation system.

h) Maintenance, repair, and replacement of all landscape plants and materials installed by Declarant, but expressly excluding any landscape plans and

materials installed within the courtyard of any Townhome, and additional landscape installed by an Owner, and replacement of any landscape following naturally occurring deterioration of the landscaped area or Owner neglect.

(ii) The Association shall perform the foregoing maintenance, cleaning, repair, etc., as set forth herein pursuant to and in compliance with a schedule of maintenance that may be adopted from time to time by the Association to maintain the subject property and improvements in a manner consistent with this Declaration and the Rules and Regulations. The Association shall never have the obligation to, but reserves and shall always have the power, right, and authority to perform any of the aforementioned maintenance or other obligations set forth herein to the extent such maintenance or other obligations are required, caused, or necessitated by or as a result of the willful misconduct, negligence, or other activities not consistent with ordinary wear and tear or usage of the subject property or improvements, by any Owner or any member of such Owner's family, or of any Tenants, guests or other invitees of said Owner. Notwithstanding anything in the foregoing to the contrary or otherwise, to the extent any maintenance, cleaning, repair, etc., or other obligations as set forth herein pertain to only a specific Townhome Lot or Townhome, or such maintenance, cleaning, repair, etc., or other obligations are performed or necessitated as a direct result of aforementioned willful misconduct, negligence, or activities not consistent with ordinary wear and tear or customary usage, then the Association's, costs and expenses in connection with such maintenance, cleaning, repair, etc., or other obligations may be assessed as a Special Assessment or Specific Assessment against only such Owner and such Owner's Townhome Lot.

(iii) The Association shall never be responsible for any maintenance of, repairs to, or replacement of any improvement or modification added or made to a Townhome or upon a Townhome Lot after the conveyance of the Townhome Lot to the first Owner or grantee thereof following completion of any initial improvements thereon by Declarant or a Builder. Except as and to the extent expressly provided in this Section, maintenance, repairs, and replacement of or concerning each Townhome Lot and Townhome, including, but not limited to driveways serving said Townhome, any landscaping or improvements installed by the Owners or occupants of any Townhome Lot or Townhome, or otherwise, shall always be the sole responsibility, duty, and liability of the respective Owner. Any and all maintenance, repairs, and replacements of or concerning each Townhome Lot and Townhome shall at all times be performed in a manner consistent with this Declaration and the Rules and Regulations.

(iv) If maintenance, repair, or replacement of any component of a Townhome Building, Townhome Lot, or Townhome for which the Association is responsible hereunder is necessary due to intentional misconduct, negligence, or failure to comply with the terms of this Declaration, the Rules and Regulations, or applicable law, by an Owner (including, but not limited to, the members of said Owner's family, tenants or other occupants, guests, or invitees), the Association shall have the right to assess the Owner's Townhome Lot for the cost of necessary maintenance, repair or replacement, as a Special Assessment or Specific Assessment, to the extent insurance proceeds do not cover the cost of such work, and without compromise to the rights of subrogation of the insurer. The Association may, but is not required to, seek compensation for damage from the guest, tenant or other party who caused the damage, in which case the Owner shall be jointly and severally liable with such party(ies).

(b) Duties of the Owners.

(i) Each Owner shall at all times properly care for and maintain, at the Owner's sole cost and expense, the interior of the improvements on its Townhome Lot and Townhome such as, without limitation: doors and windows; garage doors, plumbing, individual mailbox (if

applicable); electrical, heat and air-conditioning systems serving the Townhome Lot and Townhome; interior finish work, such as sheetrock and drywall; routine maintenance of non-structural components of Party Walls; interior painting of Party Walls; and all other portions and components of the Townhome Lot and improvements thereon, including the exterior finish of the Townhome, except those expressly required to be and actually maintained by the Association pursuant to the terms hereof. Without limiting the generality of the foregoing, each Townhome Owner shall perform the following repairs and maintenance:

a) Maintenance and irrigation of lawns and landscaping lying between the boundary of such Owner's Townhome Lot and any public right-of-way or any community wall or fence; provided, however, that no Owner shall remove any trees, shrubs, or other vegetation from these areas outside such Owner's Townhome Lot without the prior written approval of the Association.

b) Each Owner shall be responsible for termite treatment of all interior and exterior walls of the improvements on its Townhome Lot and for obtaining and maintaining an annual termite bond with a properly licensed company doing business in Florida for the same. Notwithstanding the foregoing, the Association shall have the right, but not the obligation, to provide periodic termite treatments and/or obtain a termite bond covering the exterior walls and foundations of the Townhome Buildings and garages, and the cost of such service shall be a Common Expense; provided however, each Owner does hereby release, waive, discharge, covenant not to sue, acquit, satisfy and forever discharge the Association, its officers, directors, employees, agents and affiliates and assigns from any and all liability, claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises and demands whatsoever, in law or in equity, which an Owner has or may have in the future, or which any personal representative, successor, heir or assign of such Owner can, shall or may now or hereafter have against the Association, its officers, directors, employees and/or agents, and/or its affiliates and assigns in relation to any termite treatment or bond.

(ii) To the extent any maintenance, repair, replacement, or other obligations described in this Section is not performed by the subject Townhome Owner, the Association may (but is not required to) perform all or any part of such work, in which event the costs of doing so shall be assessed to said Owner and the Townhome Lot as a Specific Assessment. In addition to, but not in limitation of, the foregoing, if an Owner's failure to maintain, repair, or replace those portions of the Property (including said Owner's Townhome Lot and Townhome) that are said Owner's responsibility hereunder endangering or that will or may endanger the structural integrity of another Townhome or any Townhome Building, including, but not limited to, actual or potential water or other damage, the Association shall have the right (but is not required) to enter and maintain, repair, replace, or otherwise address the subject defect or issue and charge the cost, plus an administrative fee of 15%, to the subject Owner as a Specific Assessment. The Association shall give at least ten (10) calendar days' notice or, in an emergency, such notice (if any) as is reasonable under the circumstances.

(c) Interpretation. From time to time, the Board may make and consistently apply reasonable rules interpreting the provisions of this Section to determine which portions of the Property shall be maintained by the Association and which portions shall be maintained by the Owners. Notwithstanding anything in the foregoing to the contrary, the Association shall be responsible for performing, or causing to be performed, all maintenance to the Common Areas.

Section 4. Insurance and Casualty Losses.

(a) Owners' Insurance.

(i) By virtue of taking title to a Townhome Unit, each Owner covenants and agrees with all other Owners and with the Association to carry blanket "all-risk" property insurance on its Units(s) and structures thereon, providing full replacement cost coverage less a reasonable deductible, unless the Association carries such insurance (which it is not obligated to do hereunder or otherwise). Any such insurance policies obtained by an Owner shall name the Association as an additional insured.

(ii) Notwithstanding anything to the contrary set forth herein or otherwise, it is the absolute responsibility of each Owner to obtain property and liability insurance coverage with respect to its own Townhome Lot and Townhome so that the Owner is fully insured with respect to the full replacement value of the Townhome Lot, Townhome, and improvements thereon, and all of the Owner's furnishings and other personal property within the Owner's Townhome or on or about its Townhome Lot. The Association may (but is not required to) require the owners to provide copies of any such Owners' policies to the Association upon request. The Association shall have no obligation, however, to assure that any Owner obtains or maintains any such insurance coverages.

(b) Disbursement of Proceeds; Repair and Reconstruction.

(i) Notwithstanding anything to the contrary set forth herein or otherwise, in the event of casualty or damage to any Townhome Building(s), no insurance proceeds from any insurance benefitting, in favor of, or collected by or on behalf of the Association, shall be retained by and for the benefit of the Association and placed in a capital improvements account, unless all costs of repair or reconstruction of the subject Townhome Building(s) has first been paid, unless no repair or reconstruction of the subject Townhome Building(s) is or will be made, pursuant to the terms hereof, in which event, any proceeds remaining after making such settlement, as is necessary and appropriate with the affected Owner or Owners and their Mortgagee(s) as their interests may appear, shall be retained by and for the benefit of the Association and placed in a capital improvements account. If required by law, this is a covenant for the benefit of any Eligible Holder and may be enforced by same.

(ii) In the event that a Unit Owner, who's obligation it is to insure, repair and restore the Unit as set forth above, should fail to insure, repair or restore the Unit so that its exterior appearance is compatible with the remainder of the Community, as determined by the Declarant during the period that the Declarant controls the Board or, thereafter, by the Board, then the Declarant during the period that the Declarant controls the Board or, thereafter, the Association, shall have the authority, but not the obligation, to restore or repair the Unit to the condition set forth above. Any and all costs or expenses incurred by the Declarant for such repairs or restoration shall be reimbursed by the Unit Owner directly to the Declarant; and any and all costs or expenses incurred by the Association for such repairs or restoration shall be treated as a Limited Common Expense to be paid by the Unit Owner to the Association. Should the Unit Owner fail to pay the Declarant or the Association, as the case may be, then the Declarant, upon reasonable notice to the Unit Owner, or the Association, in accordance with this Declaration, shall have the right to place a lien against the Unit in the amount of the damages incurred herein plus any amounts to

which the Declarant or the Association would be entitled under this Declaration, at law or in equity and including, but not limited to, all fines, penalties, fees, charges, late charges, interest and costs of collection thereof (including attorneys' fees).

Section 5. Utility Lines and Systems; Utility Easements.

(a) Declarant reserves for itself (and its successors or assigns) for so long as Declarant owns any of the Property, and for the Association thereafter, the right to grant to any private company, public or private utility, or governmental authority providing utility and other services within the Property, including the individual Townhomes and Townhome Buildings, and the Common Area (collectively, "Utility Providers"), certain easements upon, over, under, across, and through the Property as are reasonably necessary from time to time for the sole purpose of maintaining, installing, repairing, altering, any "Utility Lines and Systems" (as that term is defined below), as may be necessary, convenient, or desirable for the installation and maintenance of said utilities and providing services to Owners, the Property, and Common Area, all pursuant to and in compliance with, all applicable permits, rules and regulations of any applicable governmental authorities (collectively, "Utility Easements") All such Utility Easements shall be of a size, width, scope and location as Declarant (or the Association, after Turnover), in its discretion, deems best, but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon any Unit. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Utility Easements.

(b) For purposes of this Declaration, the term "Utility Lines and Systems" shall mean and refer to any sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optic lines, electrical lines, sewer lines, telephone service, gas lines, siphons, valves, gates, pipelines, HVAC systems and ductwork, cable television service, internet service, alarm systems and all utility infrastructure, machinery, and apparatus appurtenant to any of the foregoing, necessary or desirable to service the Property. Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with any Utility Lines and Systems.

(c) Any Utility Easement granted to any Utility Provider concerning any Utility Lines and Systems, which Utility Easement runs through, across, or under any Townhome Building ("Benefitted Townhome Building"), shall also automatically be deemed an easement for reasonable access and use in favor of, and benefitting, the Association and each Townhome within said Benefitted Townhome Building, and in favor of, and benefitting, any other Townhome in any other Townhome Building which Townhome accesses said utility infrastructure or Utility Lines and Systems via the Benefitted Townhome Building.

(d) Declarant hereby reserves for itself and grants to the Association, the individual Townhome Owners within a Townhome Building, utility providers providing service, and any and all service or repair providers, a perpetual blanket easement for the provision of utility services, installation, operation, maintenance, repair and replacement of all Utility Lines and Systems ("Townhome Utility Easements(s)"), which Townhome Utility Easement shall be located: (x) within the designated (or to be designated) utility chases under, attached to, through, or within each Townhome and servicing one or more Townhomes within a Townhome Building, as such chases are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome; and (y) under or through each Townhome Lot (i.e., generally in the front of or in the back/rear of the Townhome located on said Townhome Lot), via the designated (or to be designated) conduit, piping, or direct-bury (or other) method, as necessary to

service said Townhome (though the Townhome's garage or otherwise) and to service any other Townhomes located within the same Townhome Building, as such conduit, piping, or direct-bury (or other) method are located and designated on any approved plat or site and/or building/construction plans for the Property, any Townhome Building, or any Townhome. Townhome Owners are expressly prohibited from directly or indirectly disturbing or otherwise interfering with the Townhome Utility Easements.

(e) Declarant further reserves for itself and grants to the Association, the individual Townhome owners within a Townhome Building, service or repair providers, and utility providers providing service, a perpetual blanket easement for HVAC systems, electrical/gas/water meters and other electrical, gas, and water equipment, mounted on the end of any Townhome Building and benefitting one or more Townhomes within the particular Townhome Building. To the extent the mounted systems, equipment, and meters are not located on Common Area, the Owner of the individual Townhome where the systems, equipment, and meters are located, is specifically taking title subject to the foregoing easements for access, repair, use, maintenance, replacement, operation, and installation granted to each individual Townhome Owner within any particular Townhome Building, the Association, utility providers, and service or repair providers. The easements granted in this Section are further subject to rights and obligations set forth directly below.

(f) As they relate to servicing each Townhome within a Townhome Building, all Utility Providers shall install, operate, maintain, and repair, as applicable, the subject Utility Lines and Systems, including all infrastructure, meters, machinery, and apparatus appurtenant thereto: (i) within designated utility chases under, attached to, or within the Townhome, and serving one or more Townhomes within the subject Townhome Building; (ii) under or through each Townhome Lot via the designated conduit, piping, or direct-bury (or other) method, and servicing said Townhome and servicing any other Townhomes located within the same Townhome Building; (iii) mounted to the exterior of, or adjacent to, the Townhome Building, and serving one or more individual Townhomes within the subject Townhome Building; and/or (iv) within the concrete slab foundation of each Townhome Building and serving one or more Townhomes within the subject Townhome Building and "daylighting" into each Townhome under such Townhome. Further, said Utility Easement granted pursuant to the terms shown above, and as set forth in this Section, shall include the right of the subject Utility Providers, in a reasonable manner and at reasonable times, to access such utilities described above from garage areas in each Townhome Building or Townhome.

(g) No Utility Provider shall disrupt, interfere with, or damage the Utility Lines and Systems of another Utility Provider without the prior written consent of such other Utility Provider, and in the event of any such disruption, interference or damage, whether consented to or not, the disrupting, interfering or damaging Utility Provider shall be responsible for all costs and expenses incurred by the other Utility Provider or otherwise in connection with the disruption or repair and/or replacement of such affected Utility Lines and Systems, and shall release, indemnify, defend, and hold Declarant, the Association, and all affected Owners harmless from any and all costs, liabilities, claims, and expenses incurred in connection with the disruption, interference or damage to such affected Utility Lines and Systems.

(h) Notwithstanding the foregoing, Declarant hereby reserves to itself (and its respective successors or assigns) for so long as the Declarant owns any portions of the Property, and the Association thereafter, the right to amend, replace, or restrict the location or parameters of the Utility Easements, the Townhome Utility Easements, and any other easements granted or reserved pursuant to this Section without the joinder and consent of the Owner or other Members, provided none of the foregoing unreasonably interfere with the use of any improvements which are now, or will be, located upon any Unit.

Section 6. Stormwater Easement.

(a) As to each Townhome, the easements reserved or granted in this Declaration concerning the Stormwater Management System expressly includes perpetual easements under or through each Townhome Lot, via the designated (or to be designated) piping, catch basins, facilities, and apparatus, as necessary, desirable, or convenient to provide stormwater drainage to, from, and between the courtyards of any Townhomes, Townhome Lots, and Townhome Buildings, and to allow said stormwater drainage to connect and flow into the Stormwater Management System.

Section 7. Conflict.

(a) In the event of any conflict between the terms, agreements, or provision of this Article XX and the other terms, agreements, or provisions of this Declaration, the terms, agreements, or provisions of this Article XX in all instances, shall control as necessary to resolve such conflict.

IN WITNESS WHEREOF, the Declarant has executed this Declaration the day and year first above written.

WITNESSES:

"Declarant"

Toll Southeast LP Company, Inc., a Delaware corporation

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____, as _____ of Toll Southeast LP Company, Inc., a Delaware corporation, on behalf of such corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

Exhibit "A" Legal Description of property in the Community

Exhibit "B" Articles of Incorporation

Exhibit "C" Bylaws

Exhibit "D" Limited Common Area

CONSENT AND JOINDER

DRP FL 5, LLC, a Delaware limited liability company (“DRP”), does hereby join in the document to which this joinder is attached, and the terms are and shall be binding upon the undersigned and its successors in title. By this Consent and Joinder, DRP hereby acknowledges that (i) it is the fee owner of certain property described herein and hereby consents that such property be made subject to and effected by the Declaration to which this Consent and Joinder is attached, (ii) pursuant to its ownership of property and the terms of the Option Agreement dated _____ executed by and between Declarant and DRP, DRP has reserved various rights and powers as set forth in said Option Agreement, and (iii) DRP has received notice of and hereby consents to the actions taken under the Declaration to which this Consent and Joinder is attached, provided however that any and all submission of property to the Declaration shall require the consent of DRP.

IN WITNESS WHEREOF, this Consent and Joinder is executed this ____ day of _____, 2023.

WITNESSES:

DRP FL 5, LLC, a Delaware limited liability company

By: DW General Partner, LLC, a Delaware limited liability company, its Manager

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____, as _____ of DW General Partner, LLC, a Delaware limited liability company, the manager of DRP FL 5, LLC, a Delaware limited liability company, on behalf of such company. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

CONSENT AND JOINDER

BRN SON PEAK HOMEOWNERS ASSOCIATION, INC., does hereby join in the document to which this joinder is attached, and the terms are and shall be binding upon the undersigned and its successors in title. This Consent and Joinder is for convenience only, and not a requirement of any document, or a condition precedent to the effectiveness of the document to which it is attached.

IN WITNESS WHEREOF, this Consent is executed this ____ day of _____, 2023.

WITNESSES:

"Association"

Bronson Peak Homeowners Association, Inc., a Florida not-for-profit corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____, as _____ of Bronson Peak Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of such corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

CDD JOINDER

RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT (“CDD”) does hereby join the foregoing “DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR BRONSON PEAK” (“Declaration”) for the limited purpose of acknowledging the CDD’s rights and responsibilities with respect to the maintenance of public infrastructure owned by the CDD, as more fully described therein, and without waiving any of the CDD’s rights or authority under Chapter 190 of the Florida Statutes, or other applicable law, including but not limited to the power of eminent domain. Further, the CDD is deemed to have agreed to any amendments to the Declaration that add additional property to the Declaration or that do not affect the rights and responsibilities of the CDD. The CDD shall be a third-party beneficiary of the Declarations with the right to enforce the same.

IN WITNESS WHEREOF, this Consent is executed this ____ day of _____, 2023.

WITNESSES:

"CDD"

Ridge at Apopka Community
Development District

Print Name: _____

By: _____

Print Name: _____

Title: Chairperson

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was sworn to, subscribed and acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____, as Chairperson of the Board of Supervisors of RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT, on behalf of such entity. He is personally known to me.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF THE COMMUNITY

EXHIBIT "B"

Articles of Incorporation

See attached

**ARTICLES OF INCORPORATION
OF
BRONSON PEAK HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA NOT FOR PROFIT CORPORATION**

**ARTICLE I
NAME**

The name of the corporation is BRONSON PEAK HOMEOWNERS ASSOCIATION, INC. (hereinafter called the "Association").

**ARTICLE II
DURATION**

The Association shall have perpetual existence. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume, I, Section 12.3, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

**ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION**

The Association is organized for the purpose of enforcing and fulfilling the objectives and purposes stated in the "Governing Documents" (as that term is defined in that certain Declaration of Covenants, Conditions and Restrictions for Bronson Peak, as same may from time to time be amended or supplemented (the "Declaration") to be recorded in the Public Records of Orange County, Florida). Capitalized terms used above or herein without definition shall have the same meanings given or ascribed to such terms in the Governing Documents. The Association shall have all the powers of a not for profit corporation organized under Chapter 617 of the Florida Statutes, Florida Not For Profit Corporation Act (the "Act"), subject, however, only to such limitations upon the exercise of such powers as are expressly set forth in the Governing Documents. The Association shall have the power to do any and all lawful things which may be authorized, assigned, required, or permitted to be done by the Association pursuant to the Governing Documents and/or the Act, including, but in no way limited to: (i) ownership, operation, management, administration, maintenance, repair, replacement, and insurance of the Common Areas; (ii) the levy and collection of Assessments; and (iii) to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association as specified in the Governing Documents and/or under the Act.

**ARTICLE IV
PRINCIPAL OFFICE**

The street address of the principal office and mailing address of the Association is 2966 Commerce Park Drive, Ste. 100, Orlando, Florida 32819.

**ARTICLE V
REGISTERED OFFICE AND AGENT**

CT Corporation System, whose address is 1200 South Pine Island Road, Plantation, Florida 33324, is hereby appointed the registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
MEMBERSHIP

Every person or entity which qualifies as a Member of the Association in accordance with the Declaration shall be a Member of the Association, and such membership shall carry all rights, restrictions, benefits, interests, and limitations granted pursuant to the Governing Documents, any Rules and Regulations, and the Act.

ARTICLE VII
VOTING RIGHTS

A Member's right to vote in Association matters shall vest as set forth in the Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the terms, conditions, restrictions and limitations provided in the Governing Documents.

ARTICLE VIII
BOARD OF DIRECTORS

The affairs of the Association shall be managed by the Board, who shall be appointed or elected pursuant to the provision of the Bylaws. The number of Directors constituting the initial Board shall be three (3) members. The names and addresses of the persons who are to act in the capacity of initial Directors until the election and qualification of their successors as provided in the Bylaws are:

<u>Name:</u>	<u>Address:</u>
James Phelan	2966 Commerce Park Drive, Ste. 100, Orlando, Florida 32819
Michael Flegiel	2966 Commerce Park Drive, Ste. 100, Orlando, Florida 32819
Danielle Aboudib	2966 Commerce Park Drive, Ste. 100, Orlando, Florida 32819

ARTICLE IX
AMENDMENT

These Amended and Restated Articles may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented and modified.

ARTICLE X
BYLAWS

The Bylaws shall be adopted by the Board and may be amended, supplemented, and modified at any time and from time to time in the same manner that the Declaration may be amended, supplemented and modified.

ARTICLE XI
INCORPORATOR

The name and address of the Incorporator of the Association is:

James Phelan 2966 Commerce Park Drive, Ste. 100, Orlando, Florida 32819

IN WITNESS WHEREOF, the undersigned Incorporator has signed these Articles of Incorporation as of the ___ day of _____, 2023.

Print Name: James Phelan
Title: Incorporator

**CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS**

Pursuant to the provisions of Chapters 48 and 617 of the Florida Statutes, the corporation identified below hereby submits the following Certificate Designating Registered Agent For Service of Process ("Certificate") in designation of the registered office and registered agent in the State of Florida.

Bronson Peak Homeowners Association, Inc. desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 1200 South Pine Island Road, Plantation Florida 33324, has named CT Corporation System, located at the above-registered office, as its Registered Agent to accept service of process within this State.

ACKNOWLEDGEMENT

Having been named as registered agent for the above-stated Association at the place designated in this Certificate, I hereby acknowledge that I am familiar with the obligations of a registered agent under the laws of the State of Florida, accept to act as a registered agent for the above-stated corporation, and agree to comply with the provision of all laws applicable to the performance of such office.

Print Name:_____

Dated this ____ day of _____, 2023.

EXHIBIT "C"

Bylaws

See attached

BYLAWS
OF
BRONSON PEAK HOMEOWNERS
ASSOCIATION, INC.

**ADOPTED BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF THE CORPORATION EFFECTIVE _____, 2023.**

ARTICLE I
IDENTITY AND LOCATION

These are the Bylaws of Bronson Peak Homeowners Association, Inc., a corporation not for profit organized and existing under Chapter 617, Florida Statutes, (the "Association") for the purpose of administering the Property, as defined in and in accordance with the terms and conditions of that certain Declaration of Covenants, Conditions and Restrictions for Bronson Peak (the "Declaration"). The principal office of the Association shall be located at 2966 Commerce Park Drive, Suite 100, Orlando, Florida 32819.

ARTICLE II
GENERAL

Section 1. Incorporation of Declaration. As supplemented herein, the regulation of the business and affairs of the Association shall be governed by certain provisions of the Declaration, as amended from time to time, which are incorporated herein by reference as if set forth verbatim.

Section 2. Definitions. All capitalized terms used herein without definition shall have the meaning given such term in the Declaration or the Articles of Incorporation of the Association as filed with the State of Florida Department of State.

ARTICLE III
ASSOCIATION PURPOSES AND POWERS

Section 1. Association's Purposes. The Association has been organized for the purposes set forth in the Declaration and Articles, including, without limitation, the following:

- (a) to own, operate, maintain and convey the Common Area and to operate and maintain Areas of Common Responsibility, including but not limited to any personal property owned by the Association;

- (b) to clean, clear, trim, remove weeds, limbs, and debris from, and to provide general grounds maintenance for both the Common Area and the Areas of Common Responsibility;
- (c) to fix assessments to be levied against the Units in the Property;
- (d) to enforce any and all covenants and agreements contained in the Declaration; and
- (e) to pay taxes and insurance, if any, on the Common Area.

Section 2. Records of the Association. The Association shall maintain each of the following items, when applicable, which constitute the official records of the Association:

- (a) Copies of any plans, specifications, permits, and warranties related to improvements constructed on the Common Area or Areas of Common Responsibility;
- (b) A copy of these Bylaws and of each amendment thereto;
- (c) A copy of the Articles of Incorporation of the Association and of each amendment thereto;
- (d) A copy of the Declaration and each amendment thereto;
- (e) A copy of the current rules of the Association;
- (f) The minutes of all meetings of the Board of Directors;
- (g) All of the Association's insurance policies or copies thereof;
- (h) A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease, or other contract under which the Association has any obligation or responsibility; and
- (i) The financial and accounting records of the Association, kept according to good accounting practices, which financial and accounting records shall be maintained for a period of at least seven (7) years. The financial and accounting records shall include: (1) accurate, itemized, and detailed records of all receipts and expenditures, (2) a current account and a periodic statement of Assessments or other charges, the due date and amount of each Assessment or other charges, the date and amount of each payment on the account, and the balance due, (3) all tax returns, financial statements, and financial reports of the Association, and (4) any other records that identify, measure, record, or communicate financial information.

Section 3. Inspection of Records. The official records of the Association shall be maintained within the state and must be open to inspection and available for photocopying by Members or their authorized agents at reasonable times and places within ten (10) business days

after receipt of written request for access. This Section may be complied with by having a copy of the records available for inspection or copying in the community.

ARTICLE IV

MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Association shall be held within one year from the date of incorporation of the Association and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Business transacted at the annual meeting shall include the election of Directors of the Association.

Section 2. Special Meeting. Special meetings of the Members may be called at any time by the president or by the Board of Directors and shall be called upon written request of Members entitled to vote one-fourth (1/4) of all votes in the Association.

Section 3. Notice of Meeting. 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, postage prepaid, at least 15 days before such meeting to each Member entitled to vote, 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. An assessment may not be levied at a board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature thereof.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-tenth (1/10) of the votes shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If such quorum is not present or represented at any meeting, the Members entitled to vote shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present or represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to that Member's Lot.

Section 6. Electronic Voting. Notwithstanding anything contained herein to the contrary, pursuant to and consistent with Section 720.317 of the Florida Statutes, electronic voting is permitted as to any matter that requires a vote of the Members.

ARTICLE V

BOARD OF DIRECTORS

Section 1. Board of Directors: Selection; Terms of Office. The affairs of the Association shall be managed by a Board of Directors consisting of not less than three (3) members and must be

an odd number. Initially the Board of Directors shall consist of three (3) Directors who shall be selected by the Declarant and, subject to the Declaration, thereafter the members of the Board shall be determined as set forth in Article VI herein.

Section 2. Vacancies in the Board of Directors. Vacancies in the Board of Directors shall be filled by the majority of the remaining Directors, or by a sole remaining Director, and any such appointed Director shall serve for the remaining term of his predecessor.

ARTICLE VI

NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors may be made by a nominating committee. Nominations may also be made from the floor at the annual meeting of the Members. Any nominating committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more Members of the Association. Any nominating committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. Any nominating committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among the Members.

Section 2. Election. At the election of the Board of Directors, the Members may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted, and votes must be made in person at a Members' meeting or by ballots the Members personally cast.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Board of Directors' Powers. Subject to the provisions of the Declaration, the Board of Directors shall have power:

- (a) to call special meetings of the Board;
- (b) to appoint and remove at its pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing contained in these Bylaws shall be construed to prohibit the employment of any officer or Director of the Association in any capacity whatsoever;
- (c) to establish, levy and assess, and collect assessments or charges in accordance with the Declaration;

- (d) to adopt and publish rules and regulations governing the use of the Common Area and Areas of Common Responsibility;
- (e) to exercise for the Association all powers, duties and authority vested in or delegated to the Association;
- (f) to fill vacancies on the Board of Directors pursuant to Article V above;
- (g) to appoint committees and delegate all or any portion of the powers of the Board of Directors to such committees, subject to the limitations on the authority of such committee imposed by law;
- (h) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties; and
- (i) to take such other action as provided in the Declaration.

Section 2. Board of Directors' Duties. It shall be the duty of the Board of Directors:

- (a) to cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the Members, or at any special meeting when: such statement is requested in writing by at least one fourth (1/4) of the Members;
- (b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) as more fully provided in the Declaration, to:
 1. fix the amount of the annual assessment against each Lot;
 2. send written notice of each assessment to every Owner subject thereto in advance of each annual assessment period; and
 3. foreclose the lien against any Unit for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay same.
- (d) 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 as against third parties relying thereon;
- (e) procure and maintain adequate liability, hazard and other insurance on any Common Area;
- (f) cause all officers or employees having fiscal responsibilities to be bonded, if the Board deems appropriate;

- (g) cause the Common Area and Areas of Common Responsibility to be maintained;
- (h) to prepare the annual budget in accordance with the Declaration;
- (i) to prepare a roster of the Owners and Units and the assessments applicable thereto, which roster shall be kept in the office of the Association;
- (j) to send written notice of each assessment to each Owner, as provided in the Declaration; and
- (k) to take any and all actions pursuant to the Governing Documents as may be necessary for the purposes of the Association.

Section 3. Resignation. A Director of the Association may resign at any time by giving a written notice to the Board of Directors of the Association. The resignation of any Director shall take effect upon delivery of the notice thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 4. Removal. Except as otherwise provided in the Declaration, any Director may be removed, with or without cause, by a two-thirds (2/3) vote of the members of the Board.

Section 5. Directors' Fees. There shall be no Directors' fees paid to members of the Board of Directors, except that Directors shall be entitled to reimbursement of out-of-pocket costs authorized by the Board of Directors.

ARTICLE VIII

DIRECTORS' MEETINGS

Section 1. Directors' Annual Meeting. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members.

Section 2. Regular Meetings. Regular meetings of the Board of Directors shall be held at such time and at such place and hour as may be fixed from time to time by a majority of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 3. Special Meetings. Special meetings of the Board of Directors shall be held when called by any officer of the Association or by any two (2) Directors after not less than three (3) days' notice to each Director.

Section 4. Waiver of Notice. A Director may waive notice of a meeting of the Directors before or after the date and time stated in the notice. Except as otherwise provided in this Section 4, the waiver must be in writing, signed by the Director entitled to the notice and filed with the minutes or corporate records. Attendance of a Director at any meeting shall constitute waiver of notice of such meeting, except where the Director attends for the express purpose of objecting to the

transaction of any business because the meeting is not lawfully called or convened and does not thereafter vote for or assent to action taken at the meeting. If a meeting otherwise valid of the Board of Directors is held without notice where such is required, any action taken at such meeting shall be deemed ratified, by a Director who did not attend, unless after learning of the action taken and of the impropriety of the meeting, he makes prompt objection thereto. Objection by a Director shall be effective only if written objection to the holding of the meeting or to any specific action so taken is filed with the Secretary of the Association.

Section 5. Action Upon Written Consent Without a Meeting. Action of the Board of Directors may be taken without a meeting upon the written consent signed by all members of the Board. Any such action without a meeting shall be effective on the date the last Board member signs the consent or on such date as is specified in the consent. Any such action by written consent shall have the same effect as a vote taken at a meeting of the Board of Directors.

Section 6. Board Quorum and Voting. The majority of the Board of Directors shall constitute a quorum thereof. 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. Directors may not vote by proxy or by secret ballot at board meetings, except that secret ballots may be used in the election of officers.

ARTICLE IX

OFFICERS

Section 1. Association officers. The officers shall be a President, a Vice-President, a Secretary and a Treasurer. The officers may be, but shall not be required to be, members of the Board of Directors. However, each officer must be a Member of the Association.

Section 2. Election of officers. All officers shall hold office at the pleasure of the Board of Directors.

Section 3. Removal of officer. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. Special Appointment. 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. When a final decision regarding an expenditure of Association funds is to be made, by such special appointment, no vote may be made by proxy or secret ballot.

Section 5. Multiple Offices. The holding of multiple offices shall be permitted.

Section 6. Duties. The duties of the officers are as follows:

1. President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the

general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.

2. Vice President. The vice president shall act in the place and stead of the president in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board or the president.

3. 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.

4. 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 of Directors; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting and deliver a copy of each to the Members.

ARTICLE X

LIABILITY AND INDEMNIFICATION

Section 1. Liability of Board Member. No Board member or officer of the Association shall be liable to any Owner for any decision, action or omission made or performed by such Board member or officer in the course of his duties unless such Board member or officer acted in bad faith or in reckless disregard of the rights of any person or of the terms of the Declaration or these Bylaws.

Section 2. Indemnification. To the fullest extent allowed by Section 617.0831, Florida Statutes, as same may be amended, and subject to any limitations set forth in the Declaration or Articles, the Association shall indemnify the Directors, officers, employees, agents and other persons specifically designated from time to time by the Board of Directors whom it may indemnify pursuant to law. In this connection, the Association is authorized to take out such insurance as it may deem necessary or desirable consistent with such indemnification.

ARTICLE XI

INSURANCE

The Board of Directors or its duly authorized agent shall obtain insurance as described in the Declaration.

ARTICLE XII

AMENDMENTS

These Bylaws may be changed, amended or modified at any time and from time to time, by the Members, the Board, or the Declarant, in the same manner as the Members, the Board, or Declarant may change, amend or modify the Declaration, as set forth in the Declaration.

ARTICLE XIII

COMMITTEES

The Association shall appoint a Nominating Committee, as provided in these Bylaws. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE XIV

BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during, reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE XV

ASSESSMENTS

Pursuant to the Declaration, each Member is obligated to pay to the Association assessments, including, without limitation, annual, special and individual assessments which are secured by a lien upon the property against which the assessment is made.

ARTICLE XVI

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: "The Oaks at Kelly Park Homeowners Association, Inc., a Florida not for profit corporation", and the year of incorporation in the center of that circle.

ARTICLE XVII

GENERAL

Section 1. Conflicts. It is intended that the provisions of the Declaration which apply to the governance of the Association, as supplemented by the provisions in these Bylaws which are not contained in the Declaration, shall operate as the Bylaws of the Association. In the case of any

conflict between such provisions set forth in the Declaration and these Bylaws, the Declaration shall control.

Section 2. Waiver. No provision of these Bylaws or any regulation promulgated by the Board of Directors pursuant hereto shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, regardless of the number of violations or breaches which may have occurred.

Section 3. Severability. The provisions of these Bylaws are severable, and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the enforceability or effect of the remainder.

Section 4. Captions. Captions are inserted herein only as a matter of convenience and for reference and in no way define, limit, or describe the scope of these Bylaws or the intent of any provision.

Section 5. Gender and Number. All nouns and pronouns used herein shall be deemed to include the masculine, the feminine, and the neuter, and the singular shall include the plural and the plural shall include the singular whenever the context requires or permits.

Section 6. Roberts Rules. All meetings of the membership of the Board of Directors shall be conducted in accordance with Roberts Rules of Orders (latest edition) when not in conflict with the Act, the Governing Documents, or Rules and Regulations.

Section 7. Fiscal Year. The fiscal year of the Association shall be the calendar year, or such other period as shall subsequently be determined by the Board of Directors.

DIRECTORS:

EXHIBIT "D"

LIMITED COMMON AREA

None

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

6A

**THIS INSTRUMENT PREPARED
BY AND RETURN TO:**
Helen Ford, Esquire
Mestdagh, Wall & Hamilton, P.A.
280 W. Canton Avenue Suite 110
Winter Park, FL 32789

**FIRST SUPPLEMENTAL DECLARATION OF
DECLARATION TO COVENANTS, CONDITIONS AND
RESTRICTIONS OF
BRONSON PEAK**

THIS FIRST SUPPLEMENTAL DECLARATION OF DECLARATION TO COVENANTS, CONDITIONS AND RESTRICTIONS OF BRONSON PEAK (this "First Supplement") is made and executed this ___ day of _____, 2023, by TOLL SOUTHEAST LP COMPANY, INC., a Delaware corporation, its successors and assigns (hereinafter called the "Declarant") together with DRP FL 5, LLC, a Delaware limited liability company ("Land Owner") and joined by the BRONSON PEAK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"). Land Owner is executing this First Supplement solely as the fee owner of portions of the land which this First Supplement will encumber, and undertakes no other liability or responsibility as Declarant under this First Supplement whatsoever.

W I T N E S S E T H

WHEREAS, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions of Bronson Peak recorded in Official Records Document Number _____ of the Public Records of Orange County, Florida (the "Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

WHEREAS, Article II, Section 3 of the Declaration provides that Declarant, together with the owner of fee simple title to the property involved if other than Declarant, may bring additional properties within the operation of the Declaration to become part of the Community without the consent of any Person, by the recording of a Supplemental Declaration in the Public Records of Orange County, Florida; and

WHEREAS, Land Owner is the fee simple owner of that certain real property shown on that certain plat of Bronson Peak Phase 1B recorded in Plat Book ____, Page ____, of the Public Records of Orange County, Florida (the "Plat") and more particularly described on Exhibit "A" attached hereto and incorporated by reference (the "Phase 1B Property"); and

WHEREAS, pursuant to the authority granted to Declarant by the Declaration, the Declarant and the Land Owner wish to amend the Declaration as set forth herein.

NOW THEREFORE, Declarant and Land Owner, for themselves and their respective successors in interest and assigns, by the execution and recording of this First Supplement in the Public Records of Orange County, Florida, do hereby declare that the Declaration is hereby amended as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference as if the same were fully set forth herein.
2. Additional Property. Effective as of the date on which this First Supplement is recorded in the Public Records of Orange County, Florida (the “Effective Date”), the Declaration is hereby supplemented to extend the effect and encumbrance of the Declaration to the Phase 1B Property as additional property. Commencing as of the Effective Date, the Phase 1B Property, as additional property, shall be held, transferred, sold, conveyed, improved, and occupied subject to the covenants, conditions, restrictions, easements, and liens set forth in the Declaration and in this First Supplement. The annexation of the Phase 1B Property as additional property is made pursuant to Article II, Section 3 of the Declaration, and also extends the jurisdiction of the Association to the Phase 1B Property. Declarant and Land Owner anticipate that the Phase 1B Property will be developed into _____ - (___) Units; provided, however, that neither Declarant nor Land Owner is required to develop all or any Units upon the Phase 1B Property.
3. Common Areas. Declarant hereby designates the following tracts on the Plat as the Common Areas to be owned and maintained by the Association for the use and benefit of all Owners within the Community:

TRACTS C-3 AND G-2 (ALLEY TRACTS), TRACTS OS-4 AND OS-14 (OPEN SPACE), TRACT LS-2 (LANDSCAPE), TOGETHER WITH A DRAINAGE EASEMENT OVER TRACTS C-3 AND G-2 AND ALL DRAINAGE AND WALL EASEMENTS REFERENCED ON THE PLAT.

Tracts C-3 and G-2 (Alley Tracts) shall be owned and maintained by the Association for the following purposes: (a) to the Association for the purpose of exercising all powers and responsibilities delegated to the Association pursuant to the Declaration as modified by this First Supplement, (b) to the Owners of Units within the Phase 1B Property for purposes of access to and from the public streets and Units lying adjacent to such alley tracts, and (c) to the City of Apopka and its employees and agents solely for the purpose of performing municipal and government functions reasonably necessary to provide for and protect the health, safety and welfare of the property and Owners thereof or residents thereon, as well as such Owner’s guests and invitees, including but not limited to, police, fire, and emergency medical services. Any access improvements and appurtenances and related facilities constructed within Tracts C-3 and G-2 are not dedicated to the public, but are private and shall be maintained by the Association.

The Association reserves the right to convey the above-referenced Common Areas or portions thereof to the Ridge at Apopka Community Development District and upon such conveyance such Common Areas shall no longer constitute Common Areas for purposes of the Declaration, and this First Supplement.

4. Effect of this First Supplement. Except as modified by this First Supplement, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this First Supplement and the terms of the Declaration, the terms of this First Supplement shall control only as necessary to resolve any such inconsistency or conflict.

IN WITNESS WHEREOF, the Declarant has executed this First Supplement the day and year first above written.

WITNESSES:

"Declarant"

Toll Southeast LP Company, Inc.,
a Delaware corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023 by _____, as _____ of Toll Southeast LP Company, Inc., a Delaware corporation, on behalf of such corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public

[Notary Seal]

Name typed, printed or stamped

My Commission Expires: _____

Exhibit "A" Phase 1B Property Legal Description

CONSENT AND JOINDER

DRP FL 5, LLC, a Delaware limited liability company (“DRP”), does hereby join in the document to which this joinder is attached, and the terms are and shall be binding upon the undersigned and its successors in title. By this Consent and Joinder, DRP hereby acknowledges that (i) it is the fee owner of certain property described herein and hereby consents that such property be made subject to and effected by the First Supplement to which this Consent and Joinder is attached, (ii) pursuant to its ownership of property and the terms of the Option Agreement dated _____, executed by and between Declarant and DRP, DRP has reserved various rights and powers as set forth in said Option Agreement, and (iii) DRP has received notice of and hereby consents to the actions taken under the First Supplement to which this Consent and Joinder is attached, provided however that any and all submission of property to the First Supplement shall require the consent of DRP.

IN WITNESS WHEREOF, this Consent and Joinder is executed this ____ day of _____, 2023.

WITNESSES:

DRP FL 5, LLC, a Delaware limited liability company

By: DW General Partner, LLC, a Delaware Limited liability company, its Manager

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____, as _____ of DW General Partner, LLC, a Delaware limited liability company, the manager of DRP FL 5, LLC, a Delaware limited liability company, on behalf of such company. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

CONSENT AND JOINDER

BRONSON PEAK HOMEOWNERS ASSOCIATION, INC., does hereby join in the document to which this joinder is attached, and the terms are and shall be binding upon the undersigned and its successors in title. This Consent and Joinder is for convenience only, and not a requirement of any document, or a condition precedent to the effectiveness of the document to which it is attached.

IN WITNESS WHEREOF, this Consent and Joinder is executed this ____ day of _____, 2023.

WITNESSES:

"Association"

Bronson Peak Homeowners Association,
Inc., a Florida not-for-profit corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____, as _____ of Bronson Peak Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of such corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PHASE 1B PROPERTY

A PARCEL OF LAND COMPRISING A PORTION OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHERLY CORNER OF TRACT F AND LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF GALWAY BOULEVARD (TRACT S), BRECKENRIDGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 74 THROUGH 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA BEING A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 495.00 FEET WITH A CHORD BEARING OF SOUTH 33°25'03" WEST AND A CHORD DISTANCE OF 157.23 FEET; THENCE RUN THE FOLLOWING COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 18°16'37" FOR A DISTANCE OF 157.90 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 24°16'44" WEST FOR A DISTANCE OF 163.85 FEET; THENCE RUN SOUTH 17° 58' 25" WEST FOR A DISTANCE OF 49.91 FEET TO THE NORTHERLY LINE OF BRONSON PEAK PHASE 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK _____, PAGES _____ THROUGH _____ OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID NORTHERLY LINE THE FOLLOWING COURSES: THENCE RUN NORTH 67° 50' 15" WEST FOR A DISTANCE OF 139.00 FEET; THENCE RUN NORTH 22° 09' 45" EAST FOR A DISTANCE OF 60.00 FEET; THENCE RUN NORTH 67° 50' 15" WEST FOR A DISTANCE OF 53.00 FEET; THENCE RUN NORTH 22° 09' 45" EAST FOR A DISTANCE OF 38.37 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 35.00 FEET, WITH A CHORD BEARING OF NORTH 12° 25' 05" WEST, AND A CHORD DISTANCE OF 39.73 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 69° 09' 39" FOR A DISTANCE OF 42.25 FEET TO A POINT OF REVERSE CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1413.00 FEET, WITH A CHORD BEARING OF NORTH 46° 39' 07" WEST, AND A CHORD DISTANCE OF 17.09 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 41' 34" FOR A DISTANCE OF 17.09 FEET TO A NON-TANGENT LINE; THENCE RUN SOUTH 43° 41' 40" WEST FOR A DISTANCE OF 120.00 FEET; THENCE RUN SOUTH 89° 43' 16" WEST FOR A DISTANCE OF 36.11 FEET; THENCE RUN NORTH 00° 16' 44" WEST FOR A DISTANCE OF 36.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1533.00 FEET, WITH A CHORD BEARING OF NORTH 43° 31' 23" WEST, AND A CHORD DISTANCE OF 46.89 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 45' 09" FOR A DISTANCE OF 46.89 FEET TO A NON-TANGENT LINE; THENCE RUN SOUTH 89° 43' 16" WEST FOR A DISTANCE OF 511.25 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 33.00 FEET, WITH A CHORD BEARING OF NORTH 63° 23' 22" WEST, AND A CHORD DISTANCE OF 29.85 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 53° 46' 42" FOR A DISTANCE OF 30.97 FEET TO A NON-TANGENT LINE; THENCE RUN SOUTH 89° 43' 16" WEST FOR A DISTANCE OF 148.38 FEET; THENCE RUN NORTH 90° 00' 00" WEST FOR A DISTANCE OF 55.00 FEET; THENCE RUN NORTH 00° 16' 44" WEST FOR A DISTANCE OF 89.23 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF NORTH 45° 16' 44" WEST, AND A CHORD DISTANCE OF 35.36 FEET; THENCE

RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 90° 00' 00" FOR A DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 89° 43' 16" WEST FOR A DISTANCE OF 182.42 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 25.00 FEET, WITH A CHORD BEARING OF SOUTH 67° 13' 16" WEST, AND A CHORD DISTANCE OF 19.13 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45° 00' 00" FOR A DISTANCE OF 19.63 FEET TO A NON-TANGENT LINE; THENCE RUN SOUTH 89° 43' 16" WEST FOR A DISTANCE OF 11.50 FEET; THENCE DEPARTING SAID NORTHERLY LINE RUN NORTH 00° 16' 44" WEST FOR A DISTANCE OF 204.87 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHERLY HAVING A RADIUS OF 23.00 FEET, WITH A CHORD BEARING OF SOUTH 84° 00' 03" EAST, AND A CHORD DISTANCE OF 5.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 33' 21" FOR A DISTANCE OF 5.04 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89° 43' 16" EAST FOR A DISTANCE OF 528.89 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE NORTHWESTERLY HAVING A RADIUS OF 23.00 FEET, WITH A CHORD BEARING OF NORTH 32° 58' 41" EAST, AND A CHORD DISTANCE OF 38.47 FEET; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113° 29' 11" FOR A DISTANCE OF 45.56 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 66° 14' 05" EAST FOR A DISTANCE OF 39.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1657.00 FEET, WITH A CHORD BEARING OF SOUTH 24° 21' 30" EAST, AND A CHORD DISTANCE OF 34.31 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 11' 11" FOR A DISTANCE OF 34.31 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 65° 02' 54" EAST FOR A DISTANCE OF 122.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1535.00 FEET, WITH A CHORD BEARING OF SOUTH 25° 22' 03" EAST, AND A CHORD DISTANCE OF 22.28 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00° 49' 54" FOR A DISTANCE OF 22.28 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 64° 13' 00" EAST FOR A DISTANCE OF 122.00 FEET TO A POINT ON A NON-TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1413.00 FEET, WITH A CHORD BEARING OF SOUTH 26° 34' 06" EAST, AND A CHORD DISTANCE OF 38.72 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01° 34' 12" FOR A DISTANCE OF 38.72 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 62° 38' 48" EAST FOR A DISTANCE OF 188.00 FEET TO A POINT ON A NON TANGENT CURVE, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1225.00 FEET, WITH A CHORD BEARING OF NORTH 20° 51' 56" WEST, AND A CHORD DISTANCE OF 276.83 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12° 58' 32" FOR A DISTANCE OF 277.42 FEET TO A POINT OF A COMPOUND CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.50 FEET, WITH A CHORD BEARING OF NORTH 07° 19' 42" WEST, AND A CHORD DISTANCE OF 40.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14° 05' 56" FOR A DISTANCE OF 40.72 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00° 16' 44" WEST FOR A DISTANCE OF 99.06 FEET; THENCE RUN SOUTH 89° 43' 16" WEST FOR A DISTANCE OF 135.00 FEET; THENCE RUN NORTH 00° 16' 44" WEST FOR A DISTANCE OF 98.58 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17; THENCE RUN NORTH 89° 15' 43" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 693.82 FEET TO THE NORTHEAST CORNER THEREOF, LYING ON THE WEST LINE OF SAID TRACT F; THENCE RUN SOUTH 00° 44' 46" WEST ALONG SAID WEST LINE FOR A DISTANCE OF 849.73 FEET TO THE POINT OF BEGINNING.

CONTAINS 19.555 ACRES, MORE OR LESS.

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

6B

**THIS INSTRUMENT PREPARED
BY AND RETURN TO:**
Helen Ford, Esquire
Mestdagh, Wall & Hamilton, P.A.
280 W. Canton Avenue Suite 110
Winter Park, FL 32789

**SECOND SUPPLEMENTAL DECLARATION OF DECLARATION TO COVENANTS,
CONDITIONS AND RESTRICTIONS OF
BRONSON PEAK**

THIS SECOND SUPPLEMENTAL DECLARATION OF DECLARATION TO COVENANTS, CONDITIONS AND RESTRICTIONS OF BRONSON PEAK (this "Second Supplement") is made and executed this ___ day of _____, 2023, by TOLL SOUTHEAST LP COMPANY, INC., a Delaware corporation, its successors and assigns (hereinafter called the "Declarant") together with DRP FL 5, LLC, a Delaware limited liability company ("Land Owner") and joined by the BRONSON PEAK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"). Land Owner is executing this Second Supplement solely as the fee owner of portions of the land which this Second Supplement will encumber, and undertakes no other liability or responsibility as Declarant under this Second Supplement whatsoever.

W I T N E S S E T H

WHEREAS, Declarant is the "Declarant" under that certain Declaration of Covenants, Conditions and Restrictions of Bronson Peak recorded in Official Records Document Number _____, as supplemented by that certain First Supplemental Declaration to Declaration of Covenants, Conditions and Restrictions of Bronson Peak recorded in Official Records Document Number _____, all in the Public Records of Orange County, Florida (collectively, the "Declaration") (unless otherwise defined, capitalized terms used above or herein shall have the meanings ascribed to them in the Declaration); and

WHEREAS, Article II, Section 3 of the Declaration provides that Declarant, together with the owner of fee simple title to the property involved if other than Declarant, may bring additional properties within the operation of the Declaration to become part of the Community without the consent of any Person, by the recording of a Supplemental Declaration in the Public Records of Orange County, Florida; and

WHEREAS, Land Owner is the fee simple owner of that certain real property shown on that certain plat of Bronson Peak Phase 1C recorded in Plat Book ____, Page ____, of the Public Records of Orange County, Florida (the "Plat") and more particularly described on Exhibit "A" attached hereto and incorporated by reference (the "Phase 1C Property"); and

WHEREAS, pursuant to the authority granted to Declarant by the Declaration, the Declarant and the Land Owner wish to amend the Declaration as set forth herein.

NOW THEREFORE, Declarant and Land Owner, for themselves and their respective successors in interest and assigns, by the execution and recording of this Second Supplement in the Public Records of Orange County, Florida, do hereby declare that the Declaration is hereby amended as follows:

1. Recitals. The recitals set forth above are true and correct and are incorporated herein by this reference as if the same were fully set forth herein.
2. Additional Property. Effective as of the date on which this Second Supplement is recorded in the Public Records of Orange County, Florida (the “Effective Date”), the Declaration is hereby supplemented to extend the effect and encumbrance of the Declaration to the Phase 1C Property as additional property. Commencing as of the Effective Date, the Phase 1C Property, as additional property, shall be held, transferred, sold, conveyed, improved, and occupied subject to the covenants, conditions, restrictions, easements, and liens set forth in the Declaration and in this Second Supplement. The annexation of the Phase 1C Property as additional property is made pursuant to Article II, Section 3 of the Declaration, and also extends the jurisdiction of the Association to the Phase 1C Property. Declarant and Land Owner anticipate that the Phase 1C Property will be developed into _____(____) Units; provided, however, that neither Declarant nor Land Owner is required to develop all or any Units upon the Phase 1C Property.
3. Common Areas. Declarant hereby designates the following easements on the Plat as the Common Areas to be owned and maintained by the Association for the use and benefit of all Owners within the Community:

ALL DRAINAGE AND WALL EASEMENTS REFERENCED
ON THE PLAT.

The Association reserves the right to convey the above-referenced Common Areas or portions thereof to the Ridge at Apopka Community Development District and upon such conveyance such Common Areas shall no longer constitute Common Areas for purposes of the Declaration, and this Second Supplement.

4. Effect of this Second Supplement. Except as modified by this Second Supplement, the Declaration remains unmodified, and in full force and effect. In the event of any inconsistency or conflict between the terms of this Second Supplement and the terms of the Declaration, the terms of this Second Supplement shall control only as necessary to resolve any such inconsistency or conflict.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Declarant has executed this Second Supplement the day and year first above written.

WITNESSES:

"Declarant"

Toll Southeast LP Company, Inc.,
a Delaware corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this _____ day of _____, 2023 by _____, as _____ of Toll Southeast LP Company, Inc., a Delaware corporation, on behalf of such corporation. He/she is personally known to me or has produced _____ as identification.

Notary Public

[Notary Seal]

Name typed, printed or stamped

My Commission Expires: _____

Exhibit "A" Phase 1C Property Legal Description

CONSENT AND JOINDER

DRP FL 5, LLC, a Delaware limited liability company (“DRP”), does hereby join in the document to which this joinder is attached, and the terms are and shall be binding upon the undersigned and its successors in title. By this Joinder and Consent, DRP hereby acknowledges that (i) it is the fee owner of certain property described herein and hereby consents that such property be made subject to and effected by the Second Supplement to which this Consent and Joinder is attached, (ii) pursuant to its ownership of property and the terms of the Option Agreement dated _____, executed by and between Declarant and DRP, DRP has reserved various rights and powers as set forth in said Option Agreement, and (iii) DRP has received notice of and hereby consents to the actions taken under the Second Supplement to which this Consent and Joinder is attached, provided however that any and all submission of property to the Second Supplement shall require the consent of DRP.

IN WITNESS WHEREOF, this Consent and Joinder is executed this ____ day of _____, 2023.

WITNESSES:

DRP FL 5, LLC, a Delaware limited liability company

By: DW General Partner, LLC, a Delaware Limited liability company, its Manager

Print Name: _____

By: _____
Print Name: _____
Title: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____, as _____ of DW General Partner, LLC, a Delaware limited liability company, the manager of DRP FL 5, LLC, a Delaware limited liability company, on behalf of such company. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped
My Commission Expires: _____

CONSENT AND JOINDER

BRONSON PEAK HOMEOWNERS ASSOCIATION, INC., does hereby join in the document to which this joinder is attached, and the terms are and shall be binding upon the undersigned and its successors in title. This Consent and Joinder is for convenience only, and not a requirement of any document, or a condition precedent to the effectiveness of the document to which it is attached.

IN WITNESS WHEREOF, this Consent and Joinder is executed this ____ day of _____, 2023.

WITNESSES:

"Association"

Bronson Peak Homeowners Association,
Inc., a Florida not-for-profit corporation

Print Name: _____

By: _____

Print Name: _____

Title: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 2023 by _____, as _____ of Bronson Peak Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of such corporation. He/she is personally known to me or has produced _____ as identification.

[Notary Seal]

Notary Public

Name typed, printed or stamped

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF PHASE 1C PROPERTY

A PARCEL OF LAND COMPRISING A PORTION OF SECTION 17, TOWNSHIP 21 SOUTH, RANGE 28 EAST, CITY OF APOPKA, ORANGE COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF TRACT G, BRECKENRIDGE PHASE 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 64, PAGES 74 THROUGH 81 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN SOUTH 89°15'43" WEST ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 17 FOR A DISTANCE OF 28.38 FEET TO THE NORTHWEST CORNER OF BRONSON PEAK PHASE 1B ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK____, PAGES, ____THROUGH____ OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA AND THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 89°15'43" WEST ALONG SAID NORTH LINE FOR A DISTANCE OF 783.03 FEET TO THE NORTHEAST CORNER OF TRACT FD-1, BRONSON PEAK PHASE 1A, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK ____, PAGES __ THROUGH __ OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH LINE RUN ALONG THE EASTERLY LINE OF SAID TRACT FD-1 THE FOLLOWING COURSES: SOUTH 00°16'44" EAST FOR A DISTANCE OF 210.35 FEET; THENCE RUN SOUTH 89°43'16" WEST FOR A DISTANCE OF 12.53 FEET; THENCE RUN SOUTH 00°16'44" EAST FOR A DISTANCE OF 128.00 FEET; THENCE RUN SOUTH 89°43'16" WEST FOR A DISTANCE OF 35.95 FEET; THENCE RUN SOUTH 00°16'44" EAST FOR A DISTANCE OF 128.00 FEET; THENCE RUN SOUTH 11°43'02" WEST FOR A DISTANCE OF 63.71 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET WITH A CHORD BEARING OF SOUTH 22°46'44" EAST AND A CHORD DISTANCE OF 19.13 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR A DISTANCE OF 19.63 FEET TO A POINT OF TANGENCY; THENCE RUN SOUTH 00°16'44" EAST FOR A DISTANCE OF 212.00 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 25.00 FEET WITH A CHORD BEARING OF SOUTH 39°54'30" WEST AND A CHORD DISTANCE OF 32.26 FEET; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 80°22'27" FOR A DISTANCE OF 35.07 FEET TO POINT ON A NON-TANGENT LINE; THENCE RUN SOUTH 00°16'44" EAST FOR A DISTANCE OF 55.35 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 25.00 FEET WITH A CHORD BEARING OF SOUTH 67°46'44" EAST AND A CHORD DISTANCE OF 19.13 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 45°00'00" FOR A DISTANCE OF 19.63 FEET TO A POINT ON A NON-TANGENT LINE; THENCE RUN NORTH 89°43'16" EAST FOR A DISTANCE OF 58.14 FEET TO A POINT ON THE WESTERLY LINE OF SAID BRONSON PEAK PHASE 1B; THENCE RUN ALONG SAID WESTERLY LINE THE FOLLOWING COURSES: NORTH 00°16'44" WEST FOR A DISTANCE OF 204.87 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHERLY HAVING A RADIUS OF 23.00 FEET WITH A CHORD BEARING OF SOUTH 84°00'03" EAST AND A CHORD DISTANCE OF 5.03 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°33'21" FOR A DISTANCE OF 5.04 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 89°43'16" EAST FOR A DISTANCE OF 528.89 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 23.00 FEET WITH A CHORD BEARING OF NORTH 32°58'41" EAST AND A CHORD DISTANCE OF 38.47 FEET;

THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 113°29'11" FOR A DISTANCE OF 45.56 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 66°14'05" EAST FOR A DISTANCE OF 39.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1657.00 FEET WITH A CHORD BEARING OF SOUTH 24°21'30" EAST AND A CHORD DISTANCE OF 34.31 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°11'11" FOR A DISTANCE OF 34.31 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 65°02'54" EAST FOR A DISTANCE OF 122.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1535.00 FEET WITH A CHORD BEARING OF SOUTH 25°22'03" EAST AND A CHORD DISTANCE OF 22.28 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 00°49'54" FOR A DISTANCE OF 22.28 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 64°13'00" EAST FOR A DISTANCE OF 122.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1413.00 FEET WITH A CHORD BEARING OF SOUTH 26°34'06" EAST AND A CHORD DISTANCE OF 38.72 FEET; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 01°34'12" FOR A DISTANCE OF 38.72 FEET TO A NON-TANGENT LINE; THENCE RUN NORTH 62°38'48" EAST FOR A DISTANCE OF 188.00 FEET TO A NON-TANGENT CURVE CONCAVE NORTHEASTERLY HAVING A RADIUS OF 1225.00 FEET WITH A CHORD BEARING OF NORTH 20°51'56" WEST AND A CHORD DISTANCE OF 276.83 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°58'32" FOR A DISTANCE OF 277.42 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 165.50 FEET WITH A CHORD BEARING OF NORTH 07°19'42" WEST AND A CHORD DISTANCE OF 40.62 FEET; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 14°05'56" FOR A DISTANCE OF 40.72 FEET TO A POINT OF TANGENCY; THENCE RUN NORTH 00°16'44" WEST FOR A DISTANCE OF 99.06 FEET; THENCE RUN SOUTH 89°43'16" WEST FOR A DISTANCE OF 135.00 FEET; THENCE RUN NORTH 00°16'44" WEST FOR A DISTANCE OF 98.58 FEET TO THE POINT OF BEGINNING.

CONTAINING: 13.82 ACRES, MORE OR LESS

RIDGE AT APOPKA

COMMUNITY DEVELOPMENT DISTRICT

7

Ridge at Apopka Community Development District
c/o Craig Wrathell and
Craig Perry
Wrathell, Hunt & Associates, LLC
2300 Glades Road Suite 410W
Boca Raton, Florida 33431
wrathellc@whhassociates.com
cperry@centerlineca.com

RE: District Counsel Matter

Dear Sirs or Madams,

Effective February 6, 2023, Jere Earlywine will resign from KE LAW GROUP PLLC to join the law firm of KUTAK ROCK LLP.

Mr. Earlywine was providing services to you on the above-referenced matter. Therefore, this letter is to inform you that you have the option to choose to have Mr. Earlywine continue to represent you in this matter at his new law firm, or you may have KE LAW GROUP PLLC continue to represent you, in which case representation will be handled by Meredith Hammock and Lauren Gentry in KE LAW GROUP PLLC's Tampa Office. Alternatively, you can choose to retain an entirely new lawyer.

If you wish to have Jere Earlywine or a new lawyer continue to represent you, please be aware that you remain liable for fees and costs for services already provided by members of KE LAW GROUP PLLC through the date of this letter. Further, given the manner in which legal fees for open financing matters are structured, no fee has been paid to date. Should you elect to have this matter go with Mr. Earlywine, the fee may be apportioned between KE LAW GROUP PLLC and KUTAK ROCK LLP.

Please advise Jere Earlywine and KE Law Group PLLC in writing, as quickly as possible, of the District's decision so that continuity in your representation is assured. You may do so by indicating your choice below and returning a signed and dated copy. Please retain the additional copy of this designation letter for your records.

Yours truly,


/s/ Jere Earlywine

Instructions

I wish my file to stay with KE LAW GROUP PLLC.

I wish my file and trust account balance to be transferred to Jere Earlywine at KUTAK ROCK LLP.

I will retain new counsel and have them contact KE LAW GROUP PLLC to coordinate transfer of my file.



For the Client

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Ridge at Apopka Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jere Earlywine	\$305
Associates	\$265
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**RIDGE AT APOPKA COMMUNITY
DEVELOPMENT DISTRICT**

KUTAK ROCK LLP

By: _____

Its: _____

Date: _____



By: _____

Jere L. Earlywine

Date: March 6, 2023

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

8A

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Dion Menendez-salesman

ADDRESS: 840 West Avenue, Deland, Fl. 32720

TELEPHONE NUMBER: 386-748-9992

2. Manufacturer or brand, model or specification number of the item.

See attached

3. Quantity needed as estimated by CONTRACTOR. See attached

4. The price quoted by the supplier for the construction materials identified above. \$142,847.96

5. The sales tax associated with the price quote. \$ 8,595.87

6. Shipping and handling insurance cost. \$ See attached

7. Delivery dates as established by CONTRACTOR. AS NEEDED

OWNER: **Ridge at Apopka Community Development District**



Authorized Signature (Title)

9/27/22

Date

CONTRACTOR: **Jr. Davis Construction Company Inc.**

Bill Keck

Authorized Signature (Title)

07/27/2022

Date

Attachment: Purchase Order and Schedule of Items

**PURCHASE ORDER #1
THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT**

"Owner"		"Seller"	
Owner:	Ridge at Apopka Community Development District	Seller:	Hydro Conduit, LLC, dba Rinker Materials
Address:	c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	Five Concourse Parkway Suite 1900 Atlanta, GA 30328-6111
Phone:	(877) 276-0889	Phone:	407-293-5126

"Project"			
Project Name:	Bronson Ridge AKA The Ridge	Contract Date:	___April 27___, 2022, as assigned June 2___, 2022
Project Address:	City of Apopka, Florida		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.
Schedule – The Goods shall be delivered within ~~502~~ per the manufacturer's schedule days from the date of this Order.
Price – \$ 142,847.96
Certificate of Exemption # 85-8018514262C-6

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT

Hydro Conduit, LLC dba Rinker Materials

Owner

Seller

By: 

By: 

Name: Ernesto Mitsumasu

Name: Jennifer Molina

Title: Chairman

Title: PE Manager

Date Executed: 9/27/22

Date Executed: 9/12/22

EXHIBIT A: Proposal

EXHIBIT B: Terms and Conditions

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials

Please submit the invoices to Ridge at Apopka CDD c/o Jr Davis Construction-angelam@jr-davis.com

Hydro Conduit, LLC d/b/a Rinker Materials or Forterra Pipe & Precast, LLC d/b/a Rinker Materials for itself or on behalf of one or more of its subsidiaries doing business as Rinker Materials. This purchase order is hereby accepted subject to Rinker Materials' Standard Terms and Conditions ("STCs"). Rinker Materials' STCs shall prevail notwithstanding any statement to the contrary in this purchase order. Any conflicting, different or additional terms or conditions contained in this purchase order are rejected. Direction to manufacture materials, acceptance of materials or payment for materials shall be deemed confirmation of acceptance of Rinker Materials' STCs.



***** Prices are committed on this project only and are subject to change after 30 days from quote date. *****

Date	May 3, 2022	Bid Date	05/04/2022
Quote No.	22012008375594	Plan Date	4/14/2022
Project	The Ridge PD Ph 1 AOPKA, FL ORANGE County	Engineer	VHB

Sanitary Structures

Description	Quantity	Unit Price	Ext Price
(4) Air Release Manhole (\$15,498.88)			
4' x 4' Air Release Manhole (6" wall, 8" base) (0'-6' deep) With: Double Ramnek, 8" Slab Top, ConSeal CS-55 Black Liner, USF 7665-HH/HJ F&C (21+50, 23+50, 35+50, 42+50)	4 EA	\$3,874.72	\$15,498.88
(1) Forcemain Manhole (\$8,140.97)			
48" Diameter Forcemain Manhole (5" wall, 8" base) (6'-8' deep) With: Double Ramnek, 24" Eccentric Cone Top, ConSeal CS-55 Black Ext Coating, Boots(s), USF 227-AS R&C, 2mm AGRU Liner/Int (SS-104)	1 EA	\$8,140.97	\$8,140.97
(8) Sanitary Manhole (\$21,773.85)			
48" Diameter (5" wall, 8" base) (0'-6' deep) With: Double Ramnek, 24" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots(s), USF 227-AS R&C (SS-103)	1 EA	\$1,970.21	\$1,970.21
48" Diameter (5" wall, 8" base) (6'-8' deep) With: Double Ramnek, 24" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots(s), USF 227-AS R&C (SS-102)	1 EA	\$2,237.82	\$2,237.82
48" Diameter (5" wall, 8" base) (8'-10' deep) With: Double Ramnek, 24" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots(s), USF 227-AS R&C (SS-109)	1 EA	\$2,522.82	\$2,522.82
48" Diameter (5" wall, 8" base) (10'-12' deep) With: Double Ramnek, 24" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots(s), USF 227-AS R&C (SS-101, SS-105, SS-106, SS-108)	4 EA	\$2,892.23	\$11,568.92

48" Diameter (5" wall, 8" base) (12'-14' deep) With: Double Ramnek, 24" Eccentric Cone Top, ConSeal CS-55 Black Int/Ext Coating, Boots(s), USF 227-AS R&C (SS-100)	1 EA	\$3,474.08	\$3,474.08
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(1) Wet Well (\$65,655.76)

144" Diameter (12" wall, 0 base) (16'-18' deep) With: Double Ramnek, 12" Slab Top, Boot, Hatch furnished by others & cast-in by Forterra, Link Seal/Sleeve by others, 14' x 18' x 18" Base Slab, AGRU HDPE Liner 5mm/Int (LS-1)	1 EA	\$65,655.76	\$65,655.76
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Sanitary Quote Total \$111,069.46

Storm Structures

Description	Quantity	Unit Price	Ext Price
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(5) D-Inlet (\$11,656.95)

D-Inlet (6" wall, 6" base) (0'-6' deep) With: Eyebolts & Chains, USF 6626 Grate (69+25L, 69+25R, SD169, SD400, SD401)	5 EA	\$2,331.39	\$11,656.95
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(7) F-Inlet (\$14,260.93)

F-Inlet (6" wall, 6" base) (0'-6' deep) With: Eyebolts & Chains, USF 6631 Grate (SD172, SD174, SD178, SD181, SD182)	5 EA	\$1,944.26	\$9,721.28
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F-Inlet (6" wall, 6" base) (6'-8' deep) With: Eyebolts & Chains, USF 6631 Grate (SD173, SD176)	2 EA	\$2,269.82	\$4,539.65
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(1) H-Inlet (\$3,060.07)

H-Inlet (8" wall, 8" base) (0'-6' deep) With: Eyebolts & Chains, USF 6292 Grate (SD405)	1 EA	\$3,060.07	\$3,060.07
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(2) Storm Manhole (\$2,800.55)

48" Diameter (5" wall, 8" base) (0'-6' deep) With: 24" Eccentric Cone Top, USF 170-DK R&C (SD177, SD410)	2 EA	\$1,400.28	\$2,800.55
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Storm Quote Total \$31,778.50

Structure Grand Total \$142,847.96

Notes

Due to current market volatility, pricing, lead times, and/or delivery dates maybe be subject to change.

Prices are subject to change based on plan changes or customer/EOR requests.

Precast Inverts are available for 48" Manholes at \$300.00 each, 60" Manholes at \$400.00 each; with a maximum pipe size of 16".

Ramnek is available for storm & sanitary structures at \$210/box quantity as required.

Grade rings are available, please contact your sales rep for price.

Special products will not be accepted for returns and will not be refunded.

Pricing is subject to a 7% escalator for all material not shipped beginning one year from purchase order or quotation acknowledgement date. Each succeeding year will be subject to an additional 7% escalator and will stay in effect for the duration of the project.

Subject to State, County & Local Taxes.

F.O.B.: Jobsite.

Above prices based on truck load quantities.

Quote Total \$142,847.96

Steve Kelley
Office: (352) 316-9717
Cell: (352) 316-9717

EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, *Florida Statutes* or other statute or law.

11. WAIVER. Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. MODIFICATIONS. This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. APPLICABLE LAW. The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. MECHANIC'S LIENS. Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. PERMITS AND LICENSES. Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. PARTIAL INVALIDITY. If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. ASSIGNMENT AND SUBCONTRACTING. This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. RELATIONSHIP. The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. NOTICES. Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. PUBLIC ENTITY CRIMES. Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. SCRUTINIZED COMPANIES. Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. TERMINATION. Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. PUBLIC RECORDS. Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. CONFLICTS. To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8018514262C-6	09/20/2021	09/30/2026	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

RIDGE AT APOPKA COMMUNITY DEVELOPMENT
DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

Give Form to the
 requester. Do not
 send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
 See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. QUIKRETE Holdings, Inc.	
2 Business name/disregarded entity name, if different from above Hydro Conduit, LLC dba Rinker Materials (FEIN #84-0528519)	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) <u>5</u> Exemption from FATCA reporting code (if any) <u>N/A</u> <small>(Applies to accounts maintained outside the U.S.)</small>
5 Address (number, street, and apt. or suite no.) See instructions. Five Concourse Parkway Suite 1900	Requester's name and address (optional)
6 City, state, and ZIP code Atlanta, GA 30328-6111	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number												
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Employer identification number												
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2	0	-	0	5	2	0	1	6	3			

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ <u>1/5/2022</u>
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
 - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
 - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
 - Form 1099-S (proceeds from real estate transactions)
 - Form 1099-K (merchant card and third party network transactions)
 - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
 - Form 1099-C (canceled debt)
 - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

8B

PURCHASE REQUISITION REQUEST FORM

1. Contact Person for the material supplier.

NAME: Greg Knotts-salesman

ADDRESS: P.O. BOX 157, Astatula, Fl. 34705

TELEPHONE NUMBER: 352-742-2333

Manufacturer or brand, model or specification number of the item.

See attached

2. Quantity needed as estimated by CONTRACTOR. See attached

3. The price quoted by the supplier for the construction materials identified above. \$ 78,688.00

4. The sales tax associated with the price quote. \$ 4,746.28

5. Shipping and handling insurance cost. \$ See attached

6. Delivery dates as established by CONTRACTOR. See attached

OWNER: **Ridge at Apopka Community Development District**



Authorized Signature (Title)

Date

CONTRACTOR: **Jr. Davis Construction Company Inc.**

Bill Keck Operations Manager

Authorized Signature (Title)

9/22/22
Date

Attachment: Purchase Order and Schedule of Items

PURCHASE ORDER
THE RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT

"Owner"		"Seller"	
Owner:	Ridge at Apopka Community Development District	Seller:	Mack Concrete Industries, Inc.
Address:	c/o Wrathell, Hunt and Associates, LLC 2300 Glades Road, Suite 410W Boca Raton, Florida 33431	Address:	801 Thorpe Road Orlando, Fl. 32824-8016
Phone:	(877) 276-0889	Phone:	407-859-7473

"Project"			
Project Name:	Bronson Ridge AKA The Ridge	Contract Date:	<u> </u> April 27 <u> </u> , 2022, as assigned June 2 <u> </u> , 2022
Project Address:	City of Apopka, Florida		

Description of Goods or Services – The Owner and Seller are entering into this Purchase Order Agreement for the purpose of the Owner purchasing the items ("**Goods**") listed in the proposal attached as **Exhibit A**.
Schedule – The Goods shall be delivered ~~within 502 days from the date of this Order.~~
Price – \$78,688.00 per the manufacturer's schedule
Certificate of Exemption # 85-8018514262C-6

IN WITNESS HEREOF, the parties have executed this Order effective as of the date executed below. By executing this document below, Seller acknowledges that it has read all of the terms and provisions of this Order, including the Terms and Conditions attached hereto as **Exhibit B**, and agrees to deliver the Goods as described herein and comply fully with the terms and conditions hereof.

RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT

Mack Concrete Industries, Inc.

Owner

Seller

By: 

By: 

Name: Ernesto Mitsumasu

Name: Greg Knott

Title: Chairman

Title: agent

Date Executed: 9/27/22

Date Executed: 9-21-22

EXHIBIT A: Proposal
EXHIBIT B: Terms and Conditions

MACK CONCRETE INDUSTRIES, INC.

P.O. Box 157, ASTATULA, FLORIDA 34705

PH: 352-742-2333 / FAX: 352-742-0799

WEB SITE: HTTP://WWW.MACKCONCRETE.COM

Precast Manholes
Wet Wells and Dry Wells
Box Culverts

Precast Municipal Inlets
D.O.T. Precast Structures
Specialty Precast Items

Customer: **Ridge at Apopka CDD**
Ref. Proj: **THE RIDGE M.G. & PH 1**
Location: APOPKA, ORANGE CO.
Engineer: VHB
Owner:

Date: **9/21/2022**
Quote #: **QF63889** REV.7
Bid Date: **1/19/2022**

The Following Items Are Proposed To Be Furnished

Estimated Quantity	Item	Item	Unit Price	Totals
MASS GRADING				
1	TYPE H INLET, USF 6609 GRATE, SKIMMER, C&E (CS-9)		\$7,057	\$7,057
PHASE 1				
2	4' Ø SAN. MANHOLE, (5" WALL), CS55 I/O, SEALANT, USF 227AS R/C , BOOTS	0/6'	\$1,970	\$3,940
5	TYPE P MANHOLE, USF 170E R/C (120,125,155,170,205)		\$1,496	\$7,480
1	TYPE J MANHOLE, USF 170E R/C (162)		\$2,755	\$2,755
17	TYPE P-3 CURB INLET, USF 1182E R/C (100,105,110,115,135,140,145,150,160,165,175, 180,185,190,195,200,215)		\$1,271	\$21,607
1	TYPE J-3 CURB INLET, USF 1182E R/C (210)		\$2,706	\$2,706
18	TYPE 3 CURB INLET TOP		\$1,300	\$23,400
1	TYPE P-4 CURB INLET, USF 1182E R/C (225)		\$1,217	\$1,217
1	TYPE J-4 CURB INLET, USF 1182E R/C (230)		\$3,759	\$3,759
2	TYPE 4 CURB INLET TOP		\$1,500	\$3,000
1	TYPE C INLET, USF 6210 GRATE, C&E (130)		\$1,767	\$1,767
NOTE: JOINT SEALANT FOR STORM: \$85.00 PER BOX				
			Total	\$78,688

The above prices are F.O.B. jobsite location. The materials are to be unloaded and installed by the purchaser. Should field problems arise to materials covered by this contract, the Purchaser agrees to notify the Seller prior to performing corrective work. Sales tax not included.

Prices are based on truck load shipments. Unanticipated supplemental shipments may result in additional freight and handling charges. Demurrage charges may be charged to the purchaser. Prices are firm for thirty (30) days.

Prices are contingent upon approval of our design and specifications.

Company: _____

Accepted By _____

Title: _____

Date: _____

Purchaser Job No.: _____

Project Taxable: Yes: _____ No: _____

Tax Exempt No: _____

Very Truly Yours,

GREG KNOTTS

gknotts@mackconcrete.com

Mack Concrete Industries Inc.

Cell #: 352-406-0870

EXHIBIT B

TERMS AND CONDITIONS

1. **PRICE.** The Price set forth above includes all Goods, insurance, warranties and other materials or services (including without limitation all packing, loading or freight) necessary to produce and deliver the Goods.
2. **SCHEDULE.** Time is of the essence with respect to this Order, and all Goods shall be produced and delivered within the times set forth in the Schedule. Owner may cancel this Order or any part thereof or reject delivery of Goods if such delivery or performance is not in material accordance with the specifications of this Order, including the Schedule.
3. **DELIVERY AND INSPECTION.**
 - a. All shipments of Goods are to be made, with all shipping costs prepaid by Seller (e.g., insurance, packing, loading, freight, etc.), to the receiving point specified above. Title, and risk of loss, shall pass to Owner at the time such Goods are delivered at the Project site and accepted by Owner or Owner's contractor, provided however that Owner shall have a reasonable opportunity to inspect such Goods prior to acceptance.
 - b. All Goods are subject to inspection and approval by Owner at a reasonable time post-delivery. Owner may return Goods not meeting specifications (including over-shipments) at the Seller's expense and risk. Owner will notify Seller of failure. Return authorizations for Goods not received within 30 days will deem such Goods as donations to Owner.
4. **TERMS OF PAYMENT.** Seller's Invoice ("**Invoice**") must be submitted before payment will be made by Owner pursuant to this Order. Owner shall make payment within 30 days of receipt of a proper invoice, and pursuant to the Local Government Prompt Payment Act, Sections 218.70 et seq., *Florida Statutes* (2019). Any indebtedness of Seller to Owner may, at Owner's option, be credited against amounts owing by Owner hereunder.
5. **WARRANTY.** Seller shall take all necessary steps to assign any manufacturer's warranties to the Owner. Seller warrants that the title to Goods conveyed shall be good, that the transfer of the Goods shall be rightful, and that the Goods shall be free from any security interest, lien or encumbrance. Seller further warrants that the Goods are free of any rightful claim of infringement, and shall indemnify, defend, and hold harmless the Indemnitees (defined below) against any such claim. Further, the Goods shall be new, shall be free from defects, shall be of merchantable quality, and shall be fit for use on the District's tennis courts. Seller agrees, without prejudice to any other rights Owner may have, to replace or otherwise remedy any defective Goods without further cost to Owner or, at Owner's option, to reimburse Owner for its cost of replacing defective Goods. All Goods are subject to inspection by Owner before, upon, and within a reasonable time after delivery. Goods shall not be replaced without Owner's prior written instructions. Any acceptance by Owner shall not prevent Owner from later rejecting non-conforming Goods. The warranty provided herein shall survive the completion or termination of this Order and is in addition to any warranties provided by law.
6. **COMPLIANCE WITH LAW.** Seller agrees that at all times it will comply with all applicable federal, state, municipal and local laws, orders and regulations.
7. **INDEMNITY.** To the fullest extent permitted by law, and in addition to any other obligations of Seller under the Order or otherwise, Seller shall indemnify, hold harmless, and defend Owner, and Owner's supervisors, staff, consultants, agents, subcontractors, and employees (together, "**Indemnitees**") from all liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused in whole or in part by the negligence, recklessness or intentional wrongful misconduct of the Seller, or any subcontractor, any supplier, or any individual or entity directly or indirectly employed by any of them, and arising out of or incidental to the performance of this Order. The Seller shall ensure that any and all subcontractors include this express provision for the benefit of the Indemnitees. The parties agree that this paragraph is fully enforceable pursuant to Florida law. In the event that this section is determined to be unenforceable, this paragraph shall be reformed to give the paragraph the maximum effect allowed by Florida law and for the benefit of the Indemnitees. The provisions of this section shall survive the completion or earlier termination of this Order, and are not intended to limit any of the other rights and/or remedies provided to the District hereunder.
8. **INSURANCE.** At all times during the term of this Order agreement, Seller, at its sole cost and expense, shall maintain insurance coverages of the types and amounts set forth below:
 - a. Commercial general liability insurance with minimum limits of liability not less than \$1,000,000. Such insurance shall include coverage for contractual liability.
 - b. Workers' Compensation Insurance covering all employees of Seller in statutory amounts, and employer's liability insurance with limits of not less than \$100,000 each accident.
 - c. Comprehensive automobile liability insurance covering all automobiles used by Seller, with limits of liability of not less than \$1,000,000 each occurrence combined single limit bodily injury and property damage.
9. **DEFAULT.** Upon any material default by Seller hereunder, Owner may, in addition to any other remedies available to Owner at law or in equity, cancel this Order without penalty or liability by written notice to Seller.
10. **LIMITATION OF LIABILITY.** Nothing herein shall be construed to be a waiver of the Owner's limit of liability contained in Section 768.28, Florida Statutes or other statute or law.

11. **WAIVER.** Any failure of Owner to enforce at any time, or for any period of time, any of the provisions of this Order shall not constitute a waiver of such provisions or a waiver of Owner's right to enforce each and every provision.
12. **MODIFICATIONS.** This Order supersedes all prior discussions, agreements and understandings between the parties and constitutes the entire agreement between the parties with respect to the transaction herein contemplated. Changes, modifications, waivers, additions or amendments to the terms and conditions of this Order shall be binding on Owner only if such changes, modifications, waivers, additions or amendments are in writing and signed by a duly authorized representative of Owner.
13. **APPLICABLE LAW.** The validity, interpretation, and performance of this Order shall be governed by the laws of the State of Florida, in force at the date of this Order. Where not modified by the terms herein, the provisions of Florida's enactment of Article 2 of the Uniform Commercial Code shall apply to this transaction.
14. **MECHANIC'S LIENS.** Notwithstanding that Owner is a local unit of special purpose government and not subject to the lien provisions of Chapter 713, Florida Statutes, Seller agrees to keep the District's property free of all liens, including equitable liens, claims or encumbrances (collectively, "Liens") arising out of the delivery of any Goods by Seller, and shall furnish Owner with appropriate lien waivers from all potential claimants upon request of Owner. If any Liens are filed, Owner may without waiving its rights based on such breach by Seller or releasing Seller from any obligations hereunder, pay or satisfy the same and in such event the sums so paid by Owner shall be due and payable by Seller immediately and without notice or demand, with interest from the date paid by Owner through the date paid by Seller, at the highest rate permitted by law.
15. **PERMITS AND LICENSES.** Before commencing performance hereunder, Seller shall obtain all permits, approvals, certificates and licenses necessary for the proper performance of this Order and pay all fees and charges therefore. The originals of all such documents shall be delivered to Owner upon receipt by Seller.
16. **PARTIAL INVALIDITY.** If in any instance any provision of this Order shall be determined to be invalid or unenforceable under any applicable law, such provision shall not apply in such instance, but the remaining provisions shall be given effect in accordance with their terms.
17. **ASSIGNMENT AND SUBCONTRACTING.** This Order shall not be assigned or transferred by Seller without prior written approval by Owner, and any attempted assignment or transfer without such consent shall be void.
18. **RELATIONSHIP.** The relationship between Owner and Seller shall be that of independent contractor, and Seller, its agents and employees, shall under no circumstances be deemed employees, agents or representatives of Owner.
19. **NOTICES.** Any notice, approval or other communication required hereunder must be in writing and shall be deemed given if delivered by hand or mailed by registered mail or certified mail addressed to the parties hereto as indicated on page 1.
20. **PUBLIC ENTITY CRIMES.** Seller certifies, by acceptance of this purchase order, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of section 287.133(2)(a), Florida Statutes.
21. **SCRUTINIZED COMPANIES.** Supplier certifies, by acceptance of this purchase order, that neither it nor any of its officers, directors, executives, partners, shareholders, members, or agents is on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to section 215.473, Florida Statutes, and in the event such status changes, Seller shall immediately notify Owner.
22. **TERMINATION.** Notwithstanding anything herein to the contrary, Owner shall have the right, at its sole election, to terminate this Order for any cause whatsoever upon the delivery of written notice to Seller. Upon such termination, Seller shall have no remedy against Owner, other than for payment of Goods already produced pursuant to specific written direction by Owner pursuant to Section 2 above, subject to any offsets or claims that Owner may have.
23. **PUBLIC RECORDS.** Seller acknowledges that this Agreement and all the documents pertaining thereto may be public records and subject to the provisions of Chapter 119, Florida Statutes.
24. **CONFLICTS.** To the extent of any conflict between this document and the Purchase Order or **Exhibit A**, this document shall control.



Consumer's Certificate of Exemption

DR-14
R. 01/18

Issued Pursuant to Chapter 212, Florida Statutes

85-8018514262C-6	09/20/2021	09/30/2026	MUNICIPAL GOVERNMENT
Certificate Number	Effective Date	Expiration Date	Exemption Category

This certifies that

RIDGE AT APOPKA COMMUNITY DEVELOPMENT
DISTRICT
2300 GLADES RD STE 410W
BOCA RATON FL 33431-8556

is exempt from the payment of Florida sales and use tax on real property rented, transient rental property rented, tangible personal property purchased or rented, or services purchased.



Important Information for Exempt Organizations

DR-14
R. 01/18

1. You must provide all vendors and suppliers with an exemption certificate before making tax-exempt purchases. See Rule 12A-1.038, Florida Administrative Code (F.A.C.).
2. Your *Consumer's Certificate of Exemption* is to be used solely by your organization for your organization's customary nonprofit activities.
3. Purchases made by an individual on behalf of the organization are taxable, even if the individual will be reimbursed by the organization.
4. This exemption applies only to purchases your organization makes. The sale or lease to others of tangible personal property, sleeping accommodations, or other real property is taxable. Your organization must register, and collect and remit sales and use tax on such taxable transactions. Note: Churches are exempt from this requirement except when they are the lessor of real property (Rule 12A-1.070, F.A.C.).
5. It is a criminal offense to fraudulently present this certificate to evade the payment of sales tax. Under no circumstances should this certificate be used for the personal benefit of any individual. Violators will be liable for payment of the sales tax plus a penalty of 200% of the tax, and may be subject to conviction of a third-degree felony. Any violation will require the revocation of this certificate.
6. If you have questions about your exemption certificate, please call Taxpayer Services at 850-488-6800. The mailing address is PO Box 6480, Tallahassee, FL 32314-6480.

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. MACK INDUSTRIES, INC., DBA MACK CONCRETE INDUSTRIES, INC.		
	2 Business name/disregarded entity name, if different from above		
	3 Check appropriate box for federal tax classification; check only one of the following seven boxes: <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>	
	5 Address (number, street, and apt. or suite no.) 23902 COUNTY ROAD 561	Requester's name and address (optional)	
	6 City, state, and ZIP code ASTATULA, FL 34705		
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number									
			-			-			
or									
Employer identification number									
3	4	-	0	9	3	4	8	4	2

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶ 9/1/16
------------------	----------------------------	----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding? on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

UNAUDITED
FINANCIAL
STATEMENTS

**RIDGE AT AOPKA
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
APRIL 30, 2023**

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
APRIL 30, 2023**

	General Fund	Debt Service Fund Series 2022	Capital Projects Fund Series 2022	Total Governmental Funds
ASSETS				
Cash	\$ 73,329	\$ -	\$ -	\$ 73,329
Investments				
Revenue	-	602,074	-	602,074
Reserve	-	889,610	-	889,610
Construction	-	-	5,729,262	5,729,262
Interest	-	2,238	-	2,238
Due from Landowner	-	-	1,465	1,465
Total assets	<u>\$ 73,329</u>	<u>\$ 1,493,922</u>	<u>\$ 5,730,727</u>	<u>\$ 7,297,978</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 250	\$ -	\$ 1,465	\$ 1,715
Contracts payable	-	-	774,293	774,293
Retainage payable	-	-	187,088	187,088
Due to Landowner	-	5,008	2,450	7,458
Unearned Revenue	-	66,481	-	66,481
Landowner advance	10,000	-	-	10,000
Total liabilities	<u>10,250</u>	<u>71,489</u>	<u>965,296</u>	<u>1,047,035</u>
Fund balances:				
Restricted for:				
Debt service	-	1,422,433	-	1,422,433
Capital projects	-	-	4,765,431	4,765,431
Unassigned	63,079	-	-	63,079
Total fund balances	<u>63,079</u>	<u>1,422,433</u>	<u>4,765,431</u>	<u>6,250,943</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 73,329</u>	<u>\$ 1,493,922</u>	<u>\$ 5,730,727</u>	<u>\$ 7,297,978</u>

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year to Date	Budget	% of Budget
REVENUES				
Assessment levy: off-roll	\$ 39,843	\$ 100,799	\$ 100,799	100%
Landowner contribution	250	9,467	-	N/A
Total revenues	<u>40,093</u>	<u>110,266</u>	<u>100,799</u>	109%
EXPENDITURES				
Professional & administrative				
Management/accounting/recording	4,000	28,000	48,000	58%
Legal	1,881	2,063	25,000	8%
Engineering	-	-	2,000	0%
Audit	-	500	5,500	9%
Arbitrage rebate calculation	-	-	500	0%
Dissemination agent	83	583	1,000	58%
Trustee	-	-	5,500	0%
Telephone	16	117	200	59%
Postage	-	9	500	2%
Printing & binding	42	292	500	58%
Legal advertising	-	275	5,000	6%
Annual special district fee	-	175	175	100%
Insurance	-	5,000	5,500	91%
Contingencies/bank charges	-	-	500	0%
Website hosting & maintenance	-	705	705	100%
Website ADA compliance	-	-	210	0%
Total expenditures	<u>6,022</u>	<u>37,719</u>	<u>100,790</u>	37%
Excess/(deficiency) of revenues over/(under) expenditures	34,071	72,547	9	
Fund balances - beginning	29,008	(9,468)	-	
Fund balances - ending	<u>\$ 63,079</u>	<u>\$ 63,079</u>	<u>\$ 9</u>	

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND SERIES 2022
FOR THE PERIOD ENDED APRIL 30, 2023**

	<u>Current Month</u>	<u>Year To Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Assessment levy: off-roll	\$ 306,175	\$ 533,064	\$ 876,064	61%
Investment gain/(loss)	-	13,001	-	N/A
Interest	722	3,913	-	N/A
Total revenues	<u>306,897</u>	<u>549,978</u>	<u>876,064</u>	63%
EXPENDITURES				
Debt service				
Principal	-	-	185,000	0%
Interest	-	298,103	644,288	46%
Total debt service	<u>-</u>	<u>298,103</u>	<u>829,288</u>	36%
Excess/(deficiency) of revenues over/(under) expenditures	306,897	251,875	46,776	
Fund balances - beginning	1,115,536	1,170,558	-	
Fund balances - ending	<u>\$ 1,422,433</u>	<u>\$ 1,422,433</u>	<u>\$ 46,776</u>	

**RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND SERIES 2022
FOR THE PERIOD ENDED APRIL 30, 2023**

	Current Month	Year To Date
REVENUES		
Developer contribution	\$ -	\$ 3,014
Investment gain/(loss)	-	37,118
Interest	391	19,367
Total revenues	391	59,499
EXPENDITURES		
Construction costs	326,345	4,408,042
Total expenditures	326,345	4,408,042
Excess/(deficiency) of revenues over/(under) expenditures	(325,954)	(4,348,543)
Fund balances - beginning	5,091,385	9,113,974
Fund balances - ending	\$ 4,765,431	\$ 4,765,431

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT

**MINUTES OF MEETING
RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT**

The Board of Supervisors of the Ridge at Apopka Community Development District held Public Hearings and a Regular Meeting on July 26, 2022 at 2:30 P.M., at the office of GrayRobinson, P.A., 301 East Pine Street, Suite 1400, Orlando, Florida 32801

Present at the meeting were:

Ernesto Mitsumasu (via telephone)	Chair
Craig Perry	Vice Chair
Kevin Walsh	Assistant Secretary
Dean Perry	Assistant Secretary
Thomas Pagnotta (via telephone)	Assistant Secretary

Also present were:

Ernesto Torres	District Manager
Jere Earlywine (via telephone)	District Counsel
John Prowell	District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 2:41 p.m. Supervisors Craig Perry, Dean Perry, and Walsh were present. Supervisors Mitsumasu and Pagnotta were attending via telephone.

SECOND ORDER OF BUSINESS

Public Comments

No members of the public spoke.

THIRD ORDER OF BUSINESS

**Public Hearing on Adoption of Fiscal Year
2022/2023 Budget**

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

38 **B. Consideration of Resolution 2022-15, Relating to the Annual Appropriations and**
 39 **Adopting the Budget for the Fiscal Year Beginning October 1, 2022, and Ending**
 40 **September 30, 2023; Authorizing Budget Amendments; and Providing an Effective**
 41 **Date**

42 Mr. Torres presented Resolution 2022-15. He reviewed the proposed Fiscal Year 2023
 43 budget, which is Landowner-funded, with off-roll assessments.

44 Mr. Craig Perry noted that in the past the Landowner contributions were collected from
 45 Lennar and other builders and asked for future assessments to be direct billed.

46

47 **On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in**
 48 **favor, the Public Hearing was opened.**

49

50

51 No members of the public spoke.

52

53 **On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in**
 54 **favor, the Public Hearing was closed.**

55

56

57 **On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in**
 58 **favor, Resolution 2022-15, Relating to the Annual Appropriations and Adopting**
 59 **the Budget for the Fiscal Year Beginning October 1, 2022, and Ending**
 60 **September 30, 2023; Authorizing Budget Amendments; and Providing an**
 61 **Effective Date, was adopted.**

62

63

64 **FOURTH ORDER OF BUSINESS**

Public Hearing to Hear Comments and
Objections on the Imposition of Operation
and Maintenance Special Assessments to
Fund the Budget for Fiscal Year 2022/2023,
Pursuant to Florida Law

65

66

67

68

69

70 **A. Affidavit of Publication**

71 **B. Mailed Notice(s) to Property Owners**

72 These items were included for informational purposes.

73 C. **Consideration of Resolution 2022-16, Making a Determination of Benefit and Imposing**
 74 **Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and**
 75 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing for**
 76 **Amendments to the Assessment Roll; Providing a Severability Clause; and Providing an**
 77 **Effective Date**

78 Mr. Torres presented Resolution 2022-16, which is related to the imposition of
 79 assessments as set forth in the adopted Fiscal Year 2023 budget and the means of collecting the
 80 assessments.

81

82 **On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in**
 83 **favor, the Public Hearing was opened.**

84

85

86 There were no public comments.

87

88 **On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in**
 89 **favor, the Public Hearing was closed.**

90

91

92 **On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in**
 93 **favor, Resolution 2022-16, Making a Determination of Benefit and Imposing**
 94 **Special Assessments for Fiscal Year 2022/2023; Providing for the Collection and**
 95 **Enforcement of Special Assessments; Certifying an Assessment Roll; Providing**
 96 **for Amendments to the Assessment Roll; Providing a Severability Clause; and**
 97 **Providing an Effective Date, was adopted.**

98

99

100 **FIFTH ORDER OF BUSINESS**

**Update: Stormwater Management Needs
Analysis**

101

102

103 Mr. Torres presented the letter submitted to the County by the June 30, 2022 due date,
 104 acknowledging that the CDD will not own or operate any stormwater facilities as of June 30,
 105 2022 but will comply with the requirement once it owns such facilities.

106

107
108
109
110

On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in favor, the Stormwater Management Needs Analysis Letter, was ratified.

111
112
113
114

SIXTH ORDER OF BUSINESS

Ratification of Tierra, Inc., Addendum to Agreement [Construction Materials Testing Proposal]

115
116
117

Mr. Torres presented the Addendum to the Tierra, Inc., Agreement, previously executed by the Chair.

118
119
120
121

On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in favor, the Addendum to the Tierra, Inc., Agreement, was ratified.

122
123
124
125

SEVENTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of June 30, 2022

126
127
128

Mr. Torres presented the Unaudited Financial Statements as of June 30, 2022.

On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in favor, the Unaudited Financial Statements as of June 30, 2022, were accepted.

129
130
131
132

EIGHTH ORDER OF BUSINESS

Approval of May 24, 2022 Special Meeting Minutes

133
134
135

Mr. Torres presented the May 24, 2022 Special Meeting Minutes.

136
137
138
139

On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in favor, the May 24, 2022 Special Meeting Minutes, were approved.

140
141
142
143

NINTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *KE Law Group, PLLC*

144

Mr. Earlywine stated the bonds were issued and the construction contract was assigned.

B. District Engineer: *VHB*

145 Mr. Prowell stated plan approvals for the first phase of construction are in progress.

146 C. District Manager: *Wrathell, Hunt and Associates, LLC*

147 • NEXT MEETING DATE: August 30, 2022 at 2:30 PM

148 ○ QUORUM CHECK

149 The next meeting will be held on August 30, 2022.

150

151 TENTH ORDER OF BUSINESS

Board Members' Comments/Requests

152

153 There were no Board Members' comments or requests.

154

155 ELEVENTH ORDER OF BUSINESS

Public Comments

156

157 There were no public comments.

158

159 TWELFTH ORDER OF BUSINESS

Adjournment

160

161

162 On MOTION by Mr. Craig Perry and seconded by Mr. Dean Perry, with all in
163 favor, the meeting adjourned at 2:50 p.m.

164

165

166

167

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

168
169
170
171
172
173
174

Secretary/Assistant Secretary

Chair/Vice Chair

RIDGE AT APOPKA
COMMUNITY DEVELOPMENT DISTRICT

STAFF
REPORTS

BILL COWLES
Supervisor of Elections
Orange County, Florida



OUR MISSION IS TO:
Ensure the integrity of the electoral process.
Enhance public confidence.
Encourage citizen participation.

Hello,

In response to your request, as of today, April 4, 2023, our records show the following:

- The number of registered voters within the boundaries of the FRERC Community Development District is one.
- The number of registered voters within the boundaries of the Ridge at Apopka Community Development District is one.
- The Kelly Park Community Development District is Unknown. We do not have the shapefile for their boundaries, so we have no responsive records.

Sincerely,

Records Department
Orange County Supervisor of Elections
Phone: 407-836-2070
Fax: 407-254-6545
119 W. Kaley St
Orlando, Fl. 32806
Records@ocfelections.gov

Disclaimer: Florida has a comprehensive public records law. As a result, any written communication created or received by the Orange County Supervisor of Elections Office will be made available to the public and media upon request unless otherwise exempt. Under Florida law, e-mail addresses are public records. Do not send electronic mail to this office if you do not want your e-mail address released in response to a public records request. Instead, contact our office by phone or in writing.

RIDGE AT APOPKA COMMUNITY DEVELOPMENT DISTRICT**BOARD OF SUPERVISORS FISCAL YEAR 2022/2023 MEETING SCHEDULE****LOCATION***office of GrayRobinson, P.A., 301 East Pine Street, Suite 1400, Orlando, Florida 32801*

DATE	POTENTIAL DISCUSSION/FOCUS	TIME
October 25, 2022 CANCELED	Regular Meeting	2:30 PM
November 29, 2022 CANCELED	Regular Meeting	2:30 PM
December 27, 2022 CANCELED	Regular Meeting	2:30 PM
January 31, 2023 CANCELED	Regular Meeting	2:30 PM
February 28, 2023 CANCELED	Regular Meeting	2:30 PM
March 28, 2023 CANCELED	Regular Meeting	2:30 PM
April 25, 2023 CANCELED	Regular Meeting	2:30 PM
May 30, 2023	Regular Meeting	2:30 PM
June 27, 2023	Regular Meeting	2:30 PM
July 25, 2023	Regular Meeting	2:30 PM
August 29, 2023	Public Hearing and Regular Meeting	2:30 PM
September 26, 2023	Regular Meeting	2:30 PM