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### **IMPORTANT EMAILS**

- ❖ Property Manager, Nagee Illa: [Propertymanager@pmgassets.com](mailto:Propertymanager@pmgassets.com)
- ❖ Assistant Property manager, Olga Maradiaga: [AssistantPM@pmgassets.com](mailto:AssistantPM@pmgassets.com)

### **IMPORTANT PHONE NUMBERS**

- ❖ Management Office: 954-624-4730

### **HOURS OF OPERATION**

- ❖ Management Office: (Mon-Fri) 8:30 am -5:00 pm

## **Rules and Regulations**

### **1.1 Rules and Regulations.**

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

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

1.2 **Public Facilities.** Association may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of Association.

1.3 **Default by Another Owner.** No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be



construed or considered (a) a breach by Developer or Association or a non-defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or constructive dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

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

**1.5 Water Transmission and Distribution Facilities Easement and Repair.** Developer hereby grants and conveys to County and its successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within Association (excluding such facilities located inside a Home) in accordance with plans approved by Developer or Association. Certain water transmission and distribution facilities and sewer collection facilities may be covered with decorative brick pavers that do not conform to County regulations ("**Non-Conforming Pavers**") in the course of construction of Homes and Common Areas, as and to the extent permitted under the terms of this Declaration. In the event County or any of its subdivisions, agencies and/or divisions shall damage any Non-Conforming Pavers as a result of construction, repair or maintenance operations of the water and/or sewer facilities or the County's use of its easement rights granted in this Section 9.13, then Association shall replace or repair such damage at the expense of the Owner of the affected Home and such cost shall be billed to such Owner as an Individual Assessment, unless, and only to the extent that, such cost is not paid by County or such other subdivisions, agencies and/or divisions. Association shall indemnify and hold harmless County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance by Association of Association's obligations under this Section 9.13.

**1.6 Association's Obligation to Indemnify.** Association and Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless Developer, Club Owner and the District, their officers, directors, shareholders, and any related persons or corporations and their employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas and/or the Facilities, or other property serving Association, and improvements thereon, or resulting from or arising out of activities or operations of Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by Association.



**1.7 Site Plans.** Association may be subject to the Master Plan or one or more site plans. Such Master Plan or site plans may identify some of the Common Areas within Association. The description of the Common Areas on the Master Plan or a site plan is subject to change and the notes on the Master Plan or a site plan are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by Developer in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on any site plans used for illustration purposes as the Declaration governs the rights and obligations of Developer and Owners with respect to the Common Areas.

## **2. The Community Development District.**

**2.1 Generally.** The Community Development District ("**District**") has been (or will be) created within Association may be owned by the District, such as the roads, drainage system and/or utilities. In the event that any portions of Association are owned by the District, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the District ("**Facilities**"). AT THIS TIME IT IS NOT KNOWN WHAT PORTIONS OF ASSOCIATION WILL BE DESIGNATED COMMON AREAS OR FACILITIES OF THE DISTRICT. FINAL DETERMINATION OF WHICH PROPERTIES WILL BE COMMON AREAS MAY NOT OCCUR UNTIL THE COMPLETION OF ALL DEVELOPMENT.

**2.2 Creation of the District.** The District may issue Special Assessment Bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of Association under the jurisdiction of the District. The District may be authorized to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following; water and sewer facilities, environmental mitigation, roadways, utility plants and lines, and land acquisition, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within Association ("**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for these facilities may be funded by the District in one or more series of governmental bond financings utilizing special assessment bonds or other revenue backed bonds. The District may issue both long term debt and short term debt to finance the Public Infrastructure. The principal and interest on the special assessments bonds may be repaid through non ad valorem special assessments ("**District Debt Service Assessments**") levied on all benefiting properties in the District, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("**District Maintenance Special Assessments**").

**2.3 District Assessments.** The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of County and disbursed to the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. Such District Maintenance Special Assessments vary from year to year and from time to time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Home as set forth



in this Section 10.3. Failure to pay such sums may result in loss of property as set forth in this Section 10.3. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 10.2 above), certain facilities which may consist of roads, utilities and/or drainage system, as the District determines in its sole discretion.

**2.4 Common Areas and Facilities Part of District.** Portions of the Common Areas may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. Some of the provisions of this Declaration will not apply to such Facilities, as the Facilities will no longer be Common Areas. By way of example and not of limitation, the procedures set forth in Section 9.4 herein respecting Developer's obligation to convey the Common Areas will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the District or Association, thereby making such Common Areas part of the District's Facilities. The District or Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Capital and Operation Assessments for the construction and operation of the Facilities as set forth in this Section.

**2.5 Facilities Owned by District.** The Facilities may be owned and operated by the District or owned by the District and maintained by Association. The Facilities may be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

### **3. Maintenance by Association.**

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

**3.2 Condominium Common Elements.** Except as otherwise specifically provided in any Condominium Declaration, Association shall maintain all Condominium Common Elements including, without limitation, Limited Common Elements (as defined in a Condominium Declaration) such as driveways, backyards, landscape areas and paved areas.

**3.3 District Facilities.** The District may contract with Association for maintenance, repair and replacement of the Facilities in the District's sole and absolute discretion.

**3.4 Canvas Canopies.** Association shall be responsible for the removal of all canvas canopies, including, but not limited to, mailbox and entrance canopies, if any, located within the Common Areas of the Community in the event winds are forecasted to exceed fifty (50) miles per hour. The expense of such removal shall be part of the Operating Costs of Association.

**3.5 Lawn Maintenance.** Association shall maintain the lawns within the Common Areas and the yards of each Home within Association, regardless of whether the same are part of the Common Areas, including, without limitation, the cutting and edging of such lawns and yards. Association shall be responsible for the maintenance of all sprinkler systems within Association including, without limitation, those serving the Common Areas and the yards of each Home.

**3.6 Lawn Maintenance Standards.** The following maintenance standards (the "Lawn Maintenance Standards") apply to landscaping maintained by Association and Owners.



3.6.1 Trees. Trees are to be pruned as needed.

3.6.2 Shrubs. All shrubs are to be trimmed as needed.

3.6.3 Grass.

**3.6.3.1 Cutting Schedule.** Grass shall be maintained in a neat and appropriate manner. In no event shall an Owner's lawn get in excess of five inches (5") in height.

**3.6.3.2 Edging.** Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.

3.6.4 Mulch. Mulch is to be turned four (4) times per year and shall be replenished as needed on a yearly basis.

3.6.5 Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.

3.6.6 Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year.

3.6.7 Irrigation. Sprinkler heads shall be maintained on a monthly basis. Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.

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

3.6.9 Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day.

3.6.10 Right of Association to Enforce. Each Owner grants Association an easement over his or her Home for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards.

3.6.11 Landscaping and Irrigation of Parcels; Removal of Sod and Shrubbery; Additional Planting.

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



the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the Surface Water Management System.

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

3.6.12 **Lake Common Areas.** The rear yard of some Homes may contain lake slopes. To the extent that such lake slopes comprise part of the Facilities, they will be regulated by the District. Association may establish from time to time maintenance standards for the lake maintenance by Owners who own Homes adjacent to Common Area waterbodies (the “**Lake Slope Maintenance Standards**”). Such standards may include requirements respecting compaction and strengthening of lake banks. Association shall have the right to inspect such lake slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants Association an easement of ingress and egress across his or her Home to all adjacent lake areas for the purpose of insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

3.6.13 **Weeds and Refuse.** No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Home. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Home.

3.6.14 **Driveway and Sidewalk Repair.** Association shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Home and the sidewalk abutting the front Parcel of the Home including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway or sidewalk is constructed. Each Owner, by acceptance of a deed to a Home, shall be deemed to have agreed to indemnify and hold harmless Association and the holder of any such easement including, without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway or sidewalk in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner’s Home and the edge of the adjacent paved roadway. Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway or sidewalk and the same shall be charged to such Owner as an Individual Assessment.

3.7 **Private Roads.** It is possible that either the District or Association may maintain the medians and swales of all private roads. The costs of such maintenance by Association shall be Operating Costs. The costs of such maintenance by the District shall be part of District Maintenance Special Assessments.

3.8 **Perimeter Walls.** Association shall be responsible for maintaining any perimeter walls within Association even if such walls are within one or more Parcels.

3.9 **Painting.** Association shall be responsible for painting all Townhome Buildings at such time as the Board determines (in its sole discretion) such painting is necessary or desirable and the costs of the same shall be Operating Costs or shall be used out of the Reserves of the Association (in the Board’s discretion), if such Reserves are available. In the event that neither Operating Costs nor Reserves are available or sufficient to cover the costs of the painting of the Townhome Buildings, Association may Special Assess or Individually Assess the Owners (in the Board’s discretion) for such painting.



**3.10 Adjoining Areas.** Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, driveways, lake slopes and banks, and landscape areas that are within the Common Areas, provided that such areas are readily accessible to Association. Association shall have no responsibility for the Facilities except and to the extent provided in any agreement between Association and the District. Under no circumstances shall Association be responsible for maintaining any areas within fences or walls that form a part of a Home.

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

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

**3.13 Maintenance of Property Owned by Others.** Association shall, if designated by Developer (or by Association after the Community Completion Date) by amendment to this Declaration or any document of record including, without limitation, declaration(s) of condominium, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Developer (or by Association after the Community Completion Date) upon areas which are within or outside of Association. Such areas may abut, or be proximate to, Association, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a Condominium Association. These areas may include (for example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification and/or areas within canal rights-of-ways or other abutting waterways. To the extent there is any agreement between Developer and Association for the maintenance of any lakes or ponds outside Association, Association shall maintain the same as part of the Common Areas.

**4. Maintenance by Owners.** All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by Association or Condominium Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Association by the Owner of each Home. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of a Home that is fenced or inaccessible to Association.

**5. Use Restrictions.**

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





**5.2 Animals.** No animals of any kind shall be raised, bred or kept within Association for commercial purposes. Otherwise, Owners may keep domestic pets as permitted by County ordinances up to a limit of two (2) such pets and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a Home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the yard of a Home, as approved by the ACC. No pet or animal shall be “tied out” on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Home. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the “pet walking” areas within Association designated for such purpose, if any, or on that Owner’s Home. The person walking the pet or the Owner shall clean up all matter created by the pet. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

**5.3 Artificial Vegetation.** No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.

**5.4 Cars and Trucks.**

**5.4.1 Parking.** Owners’ automobiles shall be parked in the garage or driveway and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of Association or a Parcel except on the surfaced parking area thereof. To the extent Association has any guest parking, Owners are prohibited from parking in such guest parking spaces. No vehicles used in business for the purpose of transporting goods, equipment and the like, or any trucks or vans which are larger than three-quarter (3/4) ton shall be parked in Association except during the period of a delivery. Recreational vehicles, personal street vans, personal trucks of three-quarter (3/4) ton capacity or smaller, and personal vehicles that can be appropriately parked within standard size parking stalls may be parked in Association.

**5.4.2 Repairs and Maintenance of Vehicles.** No vehicle which cannot operate on its own power shall remain on Association for more than twelve hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within Association, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

**5.4.3 Prohibited Vehicles.** No commercial vehicle, limousines, recreational vehicle, boat, trailer including, but not limited to, boat trailers, house trailers, and trailers of every other type, kind or description, or camper, may be kept within Association except in the garage of a Home. Notwithstanding the foregoing, a boat and/or boat trailer may be kept within the fenced yard of a Home so long as the boat and/or boat trailer, when located within a fenced yard, are fully screened from view by such fence. The term commercial vehicle shall not be deemed to include law enforcement vehicles or recreational or utility vehicles (*i.e.*, Broncos™, Blazers™, Explorers™, Navigators™, etc.) or clean “non- working” vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction vehicles in connection with the construction, improvement, installation, or repair by Developer or Builder of Homes, the Club, Common Areas, or any other Association facility. No vehicles displaying commercial advertising shall be parked within the public view. No vehicles bearing a “for sale” sign shall be parked within the public view anywhere on Association. For any Owner who drives an automobile issued by the County or other governmental entity (*i.e.*, police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicle shall be used as a domicile or residence either temporarily or permanently.



**5.5 Casualty Destruction to Improvements.** In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC.

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

**5.7 Completion and Sale of Units.** No person or entity shall interfere with the completion and sale of Homes within Association. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES; THEREFORE EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTION: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES IN ASSOCIATION AND THE RESIDENTIAL ATMOSPHERE THEREOF.

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

**5.9 Cooking.** No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas designated for those purposes by Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Association.

**5.10 Decorations.** No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, weather vanes, or flagpoles shall be installed or placed within or upon any portion of Association without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Parcel in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home).

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

**5.12 Drainage System.** Drainage systems and drainage facilities may be part of the Facilities, Common Areas and/or Homes. Once drainage systems or drainage facilities are installed by Developer, the maintenance of such systems



and/or facilities thereafter within the boundary of a Home shall be the responsibility of the Owner of the Home which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers), or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Home containing all or a part of such drainage system and/or facilities. By way of example, and not of limitation, if the Owner of one Home plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Home, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Home. Likewise, if the roots of a tree located within the Common Areas adversely affect an adjacent Home, Association shall be responsible for the removal of the roots and the costs thereof shall be Operating Costs. Notwithstanding the foregoing, Association, the District and Developer shall have no responsibility or liability for drainage problems of any type whatsoever.

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

**5.14 Fences/Walls/Screens.** No walls or fences shall be erected or installed without prior written consent of the ACC. No chain link fencing of any kind shall be allowed except when screened by landscaping at perimeter locations in Condominiums and Association. No Parcel shall have any chain link fencing within its boundaries. All screening and screened enclosures shall require the prior written approval of the ACC and shall be constructed utilizing white aluminum. Screening shall be charcoal in color. All enclosures of balconies or patios, including, without limitation addition of vinyl windows, and decks shall require the prior written approved of the ACC. In the event a fence is installed within a drainage easement area with prior ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed or as otherwise provided in Section 16.10 hereof.

**5.15 Fuel Storage.** No fuel storage shall be permitted within Association, except as may be necessary or reasonably used for swimming pools, spas, barbecues, fireplaces or similar devices.

**5.16 Garages.** Each Home may have its own garage. No garage shall be converted into a general living area unless specifically approved by the ACC. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

**5.17 Garbage Cans.** Trash collection and disposal procedures established by Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Home so as to be visible from outside the Home or Parcel. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier than 6:00 p.m. on the day preceding the pick-up.

**5.18 General Use Restrictions.** Each Home, the Common Areas and any portion of Association shall not be used in any manner contrary to the Association Documents.

**5.19 Hurricane Shutters.** Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed



during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters.

**5.20 Irrigation.** Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining. Association may require from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Home adjoins a waterway or lake, if any, may utilize the waterway or lake to irrigate unless so provided by Developer as part of original construction, subject to applicable permitting. Any use of lake water is at the Owner's sole risk. Each Owner acknowledges that chemicals are used to control aquatic vegetation. Association and Club Owner may use waterways and lakes to irrigate Common Areas and/or the Club, as applicable subject to applicable permitting. BY ACCEPTANCE OF A DEED TO A HOME OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. Developer, Association, and Club Owner, shall have the right to use one or more pumps to remove water from lakes and waterbodies for irrigation purposes at all times, subject to applicable permitting. Developer may utilize a computerized loop system to irrigate the Common Areas and/or Homes. Any computerized loop irrigation system that is not specifically the maintenance obligation of a Condominium Association, shall be the maintenance obligation of Association and shall be deemed part of the Common Areas.

**5.21 Laundry.** Subject to the provisions of Section 163.04 of the Florida Statutes, to the extent applicable, no rugs, mops or laundry of any kind, or any other similar type article, shall be shaken, hung or exposed so as to be visible outside the Home or Parcel. Clotheslines may be installed in the rear yard of a Home so long as not visible from the front of the Home.

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

**5.23 Leases.** Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements shall be in writing and a copy of all leases of Homes shall be provided to Association if so requested by Association. No Home may be subject to more than two (2) leases in any twelve (12) month period, regardless of the lease term. No time-share or other similar arrangement is permitted. The Owner must make available to the lessee or occupants copies of the Association Documents. No lease term shall be less than ninety (90) days. Notwithstanding the foregoing, this Section shall not apply to a situation where an Owner or resident of a Home receives in-home care by a professional caregiver residing within the Home.

**5.24 Minor's Use of Facilities.** Parents shall be responsible for all actions of their minor children at all times in and about Association. Developer, Association and Club Owner shall not be responsible for any use of the facilities by anyone, including minors. Children under the age of twelve (12) shall be accompanied by an adult at all times.

**5.25 Nuisances.** No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Association is permitted. No firearms shall be discharged



within Association. Nothing shall be done or kept within the Common Areas, or any other portion of Association, including a Home or Parcel which will increase the rate of insurance to be paid by Association.

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

**5.27 Personal Property.** All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Parcel or Home, or any other portion of Association, which is unsightly or which interferes with the comfort and convenience of others.

**5.28 Pools.** No pools shall be permitted on Parcels.

**5.29 Removal of Soil and Additional Landscaping.** Without the prior consent of the ACC, no Owner shall remove soil from any portion of Association, change the level of the land within Association, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Association. Owners may place additional plants, shrubs, or trees within any portion of Association with the prior approval of the ACC.

**5.30 Roofs, Driveways and Pressure Treatment.** Roofs and/or exterior surfaces and/or pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Parcel line or include the sidewalk. Notwithstanding Association's responsibility to paint, each Owner shall be responsible to pressure clean between paintings. The Board may decide to have annual window washing or roof repair and may collect the costs thereof as part of Operating Costs or Reserves.

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

**5.32 Servants.** Servants and domestic help of any Owner may not gather or lounge in or about the Common Areas.

**5.33 Signs and Flags.** No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, outdoor play equipment, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of Association that is visible from the outside without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration;



provided, however, signs required by governmental agencies and approved by the ACC may be displayed (*e.g.*, permit boards). Owners of Homes must obtain “For Sale” and “For Rent” signs from Association. Developer and Builders are exempt from this Section. No signs may be placed in the window of a Home. No in-ground flag poles (except as Developer may use) shall be permitted within Association, unless written approval of the ACC is obtained. Notwithstanding the foregoing, flags which are no larger than 24” x 36”, attached to a Home and displayed for the purpose of a holiday, and United States of America flags shall be permitted without ACC approval.

**5.34 Sports Equipment.** No recreational, playground or sports equipment shall be installed or placed within or about any portion of Association without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Home or on the inside portion of corner Homes within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Home. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home. No tennis courts are permitted within Parcels.

**5.35 Storage.** No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior approval of the ACC, which approval shall conform to the requirements of this Declaration. Water softeners, trash containers, and other similar devices shall be properly screened from the street in a manner approved by the ACC.

**5.36 Subdivision and Regulation of Land.** No portion of any Home or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Association, without the prior written approval of Developer, which may be granted or denied in its sole discretion. Notwithstanding the foregoing, the prior written approval of the County is required in connection with any land use or zoning changes within Association.

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

**5.38 Swimming, Boating and Docks.** Swimming is prohibited within any of the lakes or waterbodies within or adjacent to Association. Boating and personal watercraft (*e.g.*, water skis) are prohibited. No private docks may be erected within any waterbody.

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

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

**5.41 Wells and Septic Tanks.** No individual wells will be permitted on any Parcel except single family Parcels and no individual septic tanks will be permitted on any Parcel.



**5.42 Wetlands Areas.** Association may contain preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto such areas so as to adversely affect the same. Such areas are to be maintained in their natural state.

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

**5.44 Window Treatments.** Window treatments shall consist of drapery, blinds, decorative panels, or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding one (1) week after an Owner or tenant first moves into a Home or when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Window treatments facing the street shall be of a neutral color, such as white, off-white or wood tones.

**6. Easement for Unintentional and Non-Negligent Encroachments.** If any other building or improvement on a Home shall encroach upon another Home by reason of original construction by Developer, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Home shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Home. A perpetual nonexclusive easement is herein granted to allow the footers for such walls and such other protrusions and to permit any natural water run off from roof overhangs, eaves and other protrusions onto an adjacent Home.

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

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

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

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

**7.4 Other Insurance.** Such other insurance coverage as may be appropriate from time to time. All coverage obtained by Association shall cover all activities of Association and all properties maintained by Association, whether or not Association owns title thereto.

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



## **7.6 Homes.**

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

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

**7.6.3 Townhome Buildings.** Certain Homes are separated by Party Walls but form part of a Townhome Building. Notwithstanding anything to the contrary herein, any Owner of a Home within a Townhome Building must have the written agreement of all of the Owners of Homes within such Townhome Building before any Required Demolition can be commenced. Such written agreement must be presented to the ACC before any Required Demolition can commence. If all of the Owners of Homes within a Townhome Building do not agree to the Required Demolition, then such Required Demolition shall not be commenced by any Owner of a Home within a Townhome Building and all Owners of damaged or destroyed Homes within such Townhome Building shall perform Required Repair with respect to such Homes.

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

**7.6.5 Additional Rights of Association.** If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or





repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

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

**7.7 Fidelity Bonds.** If available, a blanket fidelity bond for all officers, directors, trustees and employees of Association, and all other persons handling or responsible for funds of, or administered by, Association. In the event Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

7.7.1 The bonds shall name Association as an obligee.

7.7.2 The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of “employee” or similar terms or expressions.

7.7.3 The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by Association.

7.7.4 The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days’ prior written notice to Developer (until the Community Completion Date), Club Owner and Association.

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

**7.9 Casualty to Common Areas.** In the event of damage to the Common Areas, or any portion thereof, Association shall be responsible for reconstruction after casualty. In the event of damage to a Parcel or Home, or any portion thereof, the Owner shall be responsible for reconstruction after casualty. In the event of damage to the Club, the responsibility for reconstruction shall be as provided in the Club Plan.

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

**7.11 Additional Insured.** Developer, Club Owner and the respective Lender(s) shall be named as additional insured on all policies obtained by Association, as their interests may appear.

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



## **8. Property Rights.**

**8.1 Owners' Easement of Enjoyment.** Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Association shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

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

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

8.1.3 The right of Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305, Florida Statutes, as amended from time to time.

8.1.4 The right to suspend the right to use all (except vehicular and pedestrian ingress and egress and necessary utilities) or a portion of the Common Areas by an Owner, its immediate family, etc. for any period during which any Assessment against that Owner remains unpaid.

8.1.5 The right of Developer and/or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Developer and, at any time, without prior written consent of the Club Owner.

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

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

8.1.8 The rights of Developer and/or Association and/or Club Owner regarding Association as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others.

8.1.9 An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Lessee.

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

**8.3 Development Easement.** In addition to the rights reserved elsewhere herein, Developer reserves an easement for itself or its nominees and creates an easement in favor of the Club Owner over, upon, across, and under Association as may be required in connection with the development of Association, the Club, and other lands designated by Developer and to promote or otherwise facilitate the development, construction and sale and/or leasing of Parcels and Homes, the Club, and other lands designated by Developer. Without limiting the foregoing, Developer specifically reserves



the right to use all paved roads and rights of way within Association for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications Systems provided by Developer. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Developer shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Developer be obligated to pay any amount to Association on account of Developer's and Club Owner's use of the Common Areas for construction purposes. Developer intends to use the Common Areas for sales of new and used Homes. Further, Developer may market other residences and commercial properties located outside of Association from Developer's sales facilities located within Association. Developer 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 using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential Homes or the leasing of residential apartments. The easements created by this Section, and the rights reserved herein in favor of Developer, shall be construed as broadly as possible and supplement the rights of Developer set forth in Section 23 of this Declaration. At no time shall Developer incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Developer may non-exclusively assign its rights hereunder to each Builder.

**8.4 Public Easements.** County, fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Association.

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

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

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

**8.8 Blanket Easement in Favor of District.** The District shall also have blanket easements necessary for district operations above, across and under Association. The easement shall permit, without limitation, all construction, maintenance and replacement activities of the District.

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



**8.10 Drainage.** A non-exclusive easement shall exist in favor of Developer, the District, Club Owner, Association, the County, and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Association over, across and upon Association for drainage, irrigation and water management purposes. A non-exclusive easement for ingress, egress and access exists as shown on the Master Plan for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Association and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through Association and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

**8.11 Club Easements.** A non-exclusive easement shall exist in favor of the Club Owner and its respective designees, invitees, guests, agents, employees, and members over and upon the Common Areas and portions of Association necessary for ingress, egress, access to, construction, maintenance and/or repair of the Club. Club Owner, Club employees, agents, invitees, guests, any manager of the Club, and all members of the Club shall be given access to the Club on the same basis as Owners, but without any charge therefor (in the term of Assessments or otherwise).

**8.12 Blanket Easement in favor of Association.** Association is hereby granted an easement over all of Association, including all Homes and Parcels, for the purposes of (a) constructing, maintaining, replacing and operating all Common Areas and Condominium Common Elements, including, but not limited to, lakes, perimeter walls and fences and (b) performing any obligation of an Owner for which Association intends to impose an Individual Assessment.

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

**9. Club Plan.** Association and each Home Owner, where applicable, shall be bound by and comply with the Club Plan which is incorporated herein by reference. Although the Club Plan is an exhibit to this Declaration, the Association Documents are subordinate and inferior to the Club Plan. In the event of any conflict between the Club Plan and the Association Documents, the Club Plan shall control.

**10. Assessments.**

**10.1 Types of Assessments.** Each Owner and Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, assessments or charges and any special assessments as are fixed, established and collected from time to time by Association (collectively, the “**Assessments**”). All Owners and Builders shall pay Assessments. Each Builder shall pay such portion of Operating Costs which benefits any Parcel owned by such Builder, as determined by Developer, in Developer’s sole discretion. By way of example, and not of limitation, Developer may require that each Builder pay some portion of Assessments on a Parcel owned by a Builder which does not contain a Home. As vacant Parcels owned by Builders may not receive certain services (e.g., Telecommunications Services), Builders shall not be required to pay for the same. Club Owner, as a member of Association, shall be obligated to pay a nominal Assessment of One Dollar (\$1) per year to Association.

**10.2 Collection of Assessments.** Each Owner shall pay Assessments to such Owner’s Condominium Association and each Condominium Association shall remit the total amount of Assessments due for all Owners within such Condominium Association to Association on a monthly or quarterly basis (as determined in the Board’s sole discretion).



**10.3 Purpose of Assessments.** The Assessments levied by Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the residents of Association, and in particular for the improvement and maintenance of the Common Areas and any easement in favor of Association, including, but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

10.3.1 Any monthly or quarterly assessment (as determined in the Board's sole discretion) or charge for the purpose of operating Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation (hereinafter "**Installment Assessments**");

10.3.2 Any special assessments for capital improvements, major repairs, emergencies the repair or replacement of the Surface Water Management System, or nonrecurring expenses (hereinafter "**Special Assessments**");

10.3.3 Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Home, for any special or personal use of the Common Areas, or to reimburse Association for the expenses incurred in connection with that service or use (hereinafter "**Use Fees**"); and

10.3.4 Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements comprising a portion of the Common Area (hereinafter "**Reserves**"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved. Until the Community Completion Date, Reserves shall be subject to the prior written approval of Developer, which may be withheld for any reason.

10.3.5 Assessments for which one or more Owners (but less than all Owners) within Association is subject ("**Individual Assessments**") such as costs of special services provided to a Home or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Home. By way of example, and not of limitation, all of the Owners within a Condominium may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Condominium. Further, in the event an Owner fails to maintain the exterior of his Home (other than those portions of a Home maintained by Association) in a manner satisfactory to Association, Association shall have the right, through its agents and employees, to enter upon the Home and to repair, restore, and maintain the Home as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of Association, shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmission Services, and Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. Further, in the event that Association decides it is in the best interest of Association that Association perform any other obligation of an Owner under this Declaration and/or a Condominium Declaration, the cost of performing such obligation shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

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

**10.5 Allocation of Operating Costs.**



10.5.1 For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Developer.

10.5.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Homes in Association conveyed to Owners or any greater number determined by Developer from time to time. Developer, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Homes owned by Owners other than Developer.

10.5.3 In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of Association: (i) be added to the calculation of Installment Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein.

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

**10.6 General Assessments Allocation.** Except as hereinafter specified to the contrary, Installment Assessments, Special Assessments and Reserves shall be allocated equally to each Owner.

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

**10.8 Commencement of First Assessment.** Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to an Owner. The applicable portion of Assessments shall commence as to each Builder on the day of the conveyance of title of a Parcel to the Builder.

**10.9 Shortfalls and Surpluses.** Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Homes conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that Association may collect more or less than the amount budgeted for Operating Costs. Prior to the Turnover Date, Developer shall have the option to (i) fund the shortfall in Installment Assessments not raised by virtue of all income received by Association or (ii) to pay Installment Assessments on Homes or Parcels owned by Developer. If Developer has cumulatively over funded Operating Costs and/or prepaid expenses of Association which have not been reimbursed to Developer prior to the Turnover Date, Association shall refund such amounts to Developer on or prior to the Turnover Date or as soon as possible thereafter (e.g. once the amount is finally determined). Developer shall never be required to (i) pay Installment Assessments if Developer has elected to fund the deficit instead of paying Installment Assessments on Homes or Parcels owned by Developer, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by Association may be (i) allocated towards the next year's Operating Costs, (ii) used to fund Reserves, whether or not budgeted, (iii) retained by Association, and/or (iv) used for any other purpose, in Association's sole and absolute discretion. Under no circumstances shall Association be required to pay surplus Assessments to Owners.



**10.10 Budgets.** The initial budget prepared by Developer is adopted as the budget for the period of operation until adoption of the first annual Association Budget. Thereafter, annual budgets shall be prepared and adopted by Association. To the extent Association has commenced or will commence operations prior to the date this Declaration is recorded or the first Home is closed, the Operating Costs may vary in one or more respects from that set forth in the initial Budget. A Builder shall pay Assessments as per the Budget for each Parcel owned by such Builder commencing from the date the Builder obtained title to such Parcel. Developer shall fund entirely all Operating Costs not covered by Builders' Assessments until the month prior to the closing of the first Home. Thereafter, Assessments shall be payable by each Owner and Builder as provided in this Declaration. THE INITIAL BUDGET OF ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES). THEREFORE, IT IS POSSIBLE THAT ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

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

10.11.1 Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of Association.

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

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

**10.12 Initial Capital Contribution.** The first purchaser of each Home or Parcel, at the time of closing of the conveyance from Developer to the purchaser, shall pay to Developer an initial capital contribution in the amount of two (2) months' Assessments ("**Initial Capital Contribution**"). The funds derived from the Initial Capital Contributions shall be used at the discretion of Developer for any purpose including, but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Developer may waive this requirement for some Parcels and Homes, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the Initial Capital Contribution upon the subsequent sale of each Parcel and Home to an end purchaser.

**10.13 Resale Capital Contribution.** Association may establish a resale capital contribution ("**Resale Capital Contribution**"). There shall be collected upon every conveyance of an ownership interest in a Home by an Owner other than Developer or Builders an amount payable to Association. The Resale Capital Contribution shall not be applicable to conveyances from Developer or a Builder. After the Home has been conveyed by Developer or a Builder there shall be a recurring assessment payable to Association upon all succeeding conveyances of a Home. The amount of the Resale Capital Contribution and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, all Homes shall be assessed a uniform amount.

**10.14 Assessment Estoppel Certificates.** No Owner shall sell or convey its interest in a Home unless all sums due Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the



office of Association, or its designees, and shall be open to inspection by any Owner and Club Owner. Within ten (10) days of a written request therefor, there shall be furnished to an Owner an estoppel certificate in writing setting forth whether the Assessments have been paid and/or the amount which is due as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

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

**10.16 Creation of the Lien and Personal Obligation.** Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Home, shall be deemed to have covenanted and agreed that the Assessments, and/or other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of Association encumbering the Home and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is effective from and after recording a Claim of Lien in the Public Records stating the legal description of the Home, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. Without limiting the foregoing, any Claim of Lien filed by Association shall have priority and be superior to any lien of a Condominium Association. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Home at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

**10.17 Subordination of the Lien to Mortgages and Club Dues.** The lien for Assessments shall be subordinate to (i) a bona fide first mortgage held by a Lender on any Home if the mortgage is recorded in the Public Records prior to the Claim of Lien, and (ii) to Club Dues, as further provided in this Section 18.17. The lien for Assessments shall be a lien superior to all other liens save and except tax liens and mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby, subject only to tax liens, and secure indebtedness which is amortized in monthly or quarter-annual payments over a period of not less than ten (10) years. The lien for Assessments shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a (i) foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, or (ii) lien for Club Dues, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Home or chargeable to the former Owner of the Home, which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs included within Installment Assessments. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Home from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to Association if the mortgage held by such Lender is in default. Association shall have the right, but not the obligation, to cure such default within the time periods applicable to Owner. In the event Association makes such payment on behalf of an Owner, Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be added to Assessments payable by such Owner with appropriate interest.





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

**10.19 Non-Payment of Assessments.** If any Assessment is not paid within fifteen (15) days (or such other period of time established by the Board) after the due date, a late fee of \$25.00 per month (or such greater amount established by the Board), together with interest in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), per annum, beginning from the due date until paid in full, may be levied. The late fee shall compensate Association for administrative costs, loss of use of money, and accounting expenses. Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Home, or both. Association shall not be required to bring such an action if it believes that the best interests of Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or the Club or by abandonment of a Home.

**10.20 Exemption.** Notwithstanding anything to the contrary herein, Developer, the District and Club Owner shall not be responsible for any Assessments of any nature or any portion of the Operating Costs. Developer, at Developer's sole option, may pay Assessments on Homes owned by it, or fund the deficit, if any, as set forth in Section 18.9 herein. In addition, the Board shall have the right to exempt any portion of Association subject to this Declaration from the Assessments, provided that such part of Association exempted is used (and as long as it is used) for any of the following purposes:

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

10.20.2 Any real property interest held by a Telecommunications Provider;

10.20.3 Common Areas or property (other than a Home) owned by a Condominium Association;

10.20.4 Any of Association exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration;

**10.21 Collection by Developer.** If for any reason Association shall fail or be unable to levy or collect Assessments, then in that event, Developer shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and collect such Assessments by using the remedies available as set forth above, which remedies; including, but not limited to, recovery of attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be deemed assigned to Developer for such purposes. If Developer advances sums, it shall be entitled to immediate reimbursement, on demand, from Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any costs of collection including, but not limited to, reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy.

**10.22 Association Right to Allocate Portion of Operating Costs.** Association shall have the right to allocate and charge to individual Condominium Associations any portion of the Operating Costs that may be attributable solely to a Condominium. By way of example, and not of limitation, if a lake lies completely within a Condominium, then Association may charge a portion of the costs of maintaining such lake to the Condominium Association responsible for that Condominium.



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

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

## **11. Information to Lenders and Owners.**

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

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

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

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

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

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

11.3.4 Any proposed action (if any) which would require the consent of a specific mortgage holder.

## **12. Architectural Control.**

**12.1 Architectural Control Committee.** The ACC shall be a permanent committee of Association and shall administer and perform the architectural and landscape review and control functions relating to Association. The ACC shall consist of a minimum of three (3) members who shall initially be named by Developer and who shall hold office at the pleasure of Developer. The ACC shall have the right to form subcommittees consisting of representatives from each Condominium to review ACC applications. The ACC shall oversee such subcommittees and shall take precedence over any decision made by such subcommittees. Until the Community Completion Date, Developer shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Developer shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Developer, Developer shall have the right to replace any member within thirty (30) days of such occurrence. If Developer fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Developer with respect to the ACC.



**12.2 Membership.** There is no requirement that any member of the ACC be an Owner or a member of Association.

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

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

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

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

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

**12.8 Procedure.** In order to obtain the approval of the ACC, each Owner shall observe the following:

12.8.1 Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time



of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

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

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

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

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

12.8.6 Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner'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 approved. 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 approved. The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

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

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



**12.11 Permits.** The Owner is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

**12.12 Construction by Owners.** The following provisions govern construction activities by Owners after consent of the ACC has been obtained:

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

12.12.2 There shall be provided to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, “**Contractors**”) and changes to the list as they occur relating to construction. Each Builder and all of its employees and Contractors and their employees shall utilize those roadways and entrances into Association as are designated by the ACC for construction activities. The ACC shall have the right to require that each Builder’s and Contractor’s employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the ACC.

12.12.3 Each Owner is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards by all of its employees and Contractors. In the event of any violation of any such terms or conditions by any employee or Contractor, or, in the opinion of the ACC, the continued refusal of any employee or Contractor to comply with such terms and conditions, after five (5) days’ notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in Association.

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

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

**12.14 Violation.** Without limiting any other provision herein, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon



demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

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

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

**12.17 Certificate of Compliance.** If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Home by other than Developer, or its designees, the Owner thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in Section 20.13 herein.

**12.18 Exemption.** Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Developer, Builder or Club Owner, or their nominees, including, without limitation, improvements made or to be made to the Common Areas, Club or any Home, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

**12.19 Exculpation.** Developer, Association, the directors or officers of Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Developer, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Home, that it shall not bring any action or suit against Developer, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Developer, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Developer and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Association, ACC or their members, officers and directors. Developer, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.



### **13. Owners Liability.**

**13.1 Loop System Irrigation.** Some or all Homes and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Home that in any way affect the loop irrigation system, then the Owner shall be responsible for taking measures to “cap off” the main line of the loop irrigation system that leads to the Home. In addition, the Owner shall be obligated to obtain the prior written approval of Association before taking any action that may adversely affect the loop irrigation system. Once the main line is “capped off,” the Owner shall then be responsible for maintaining the irrigation system for his or her Home. Any damages to the Home resulting from an Owner’s failure to comply with the terms set forth herein shall be the sole responsibility of such Owner and Developer shall not be liable for the same. Furthermore, each Owner understands that as provided in this Declaration, an Owner may be permitted to install, without limitation, a patio, and/or screened enclosure (“**Improvement**”) on the Home upon the prior written approval of the ACC as set forth in this Declaration and/or the Community Standards. If an Improvement is approved to be installed, then a five (5) foot gate must also be installed. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Home must be re-routed, if necessary, by a professional irrigation company. In order for the ACC to approve the Improvement installation, a letter or other evidence by a professional irrigation company must be given to the ACC at least ten (10) days before the Improvement installation stating that the effectiveness of the drainage system within Association will not be affected by the re-routing of the irrigation system. Should an Owner install the Improvement without providing the necessary letter or other evidence from a professional irrigation company in advance as required herein, then Association may conduct the necessary inspection, repair any necessary drainage facilities and charge the work as an Individual Assessment to such Owner, all as further provided in this Declaration and/or Community Standards.

### **13.2 Right to Cure.** Should any Owner do any of the following:

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

13.2.2 Cause any damage to any improvement or Common Areas or Club; or

13.2.3 Impede Developer, Club Owner or Association from exercising its rights or performing its responsibilities hereunder or under the Club Plan; or

13.2.4 Undertake unauthorized improvements or modifications to a Home, the Common Areas or the Club; or

13.2.5 Impede Developer or Club Owner from proceeding with or completing the development of Association or Club, as the case may be.

Then Developer, Association and/or Club Owner, where applicable, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach, including, but not limited to, entering upon the Home causing the default to be remedied and/or the required repairs or maintenance to be performed, or as the case may be, remove unauthorized improvements or modifications. The cost thereof, plus reasonable overhead costs and attorneys’ fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred shall be assessed against the Owner as an Individual Assessment.

**13.3 Non-Monetary Defaults.** In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Developer or Association shall notify the Owner of



the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

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

13.3.2 Commence an action to recover damages; and/or

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

13.3.4 All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

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

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

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

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

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

13.7.2 A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.





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

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

**14. Selling, Leasing and Mortgaging of Homes.** In order to maintain complementary uses, congenial neighbors and to protect the value of Homes, the transfer of title to or possession of Homes by any Owner shall be subject to the following provisions so long as Association exists, which provisions each Owner covenants to observe:

**14.1 Transfers Subject to Approval.**

14.1.1 Sale. No Owner may dispose of a Home or any interest therein by sale without approval of Association.

14.1.2 Lease. No Owner may transfer possession of a Home or any interest therein by lease for any period without approval of Association. The renewal of any lease, including any lease previously approved by Association under this Section 22, shall be re-submitted for approval by Association. No Owner may transfer possession of a Home or any interest therein by lease for any period until such Owner is current in payment of all assessments due to Association under the terms of this Declaration, and Association shall have the right to withhold approval of any lease until such time as the Owner is current in payment of such Assessments.

14.1.3 Gift. If any Owner proposes to transfer a Home by gift, the proposed transfer shall be subject to the approval of Association.

**14.2 Approval by Association.** To obtain approval of Association which is required for the transfer of Homes, each Owner shall comply with the following requirements:

**14.2.1 Notice to Association.**

**14.2.1.1 Sale.** An Owner intending to make a bona fide sale of his or her Home, or any interest therein, shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes does not apply) and notice pursuant to a form approved by Association of such intentions, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as Association may reasonably require. Such notice, at the Owner's option, may include a demand by the Owner that Association furnish a new purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract for sale.



**14.2.1.2** *Lease.* An Owner intending to make a bona fide lease of his or her Home or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

**14.2.1.3** *Gift.* An Owner who proposes to transfer his or her title by gift shall give to Association a transfer fee (in an amount determined by the Board and permitted by Florida Statutes) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

**14.2.1.4** *Failure to Give Notice.* If the notice to Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Home, Association at its discretion and without notice may approve or disapprove the lease, sale or transfer. If Association disapproves the transaction or ownership, Association shall proceed as if it had received the required notice on the date of such disapproval.

**14.2.1.5** *Effect and Manner of Notice.* The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser produced by the Board that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

#### 14.2.2 Certificate of Approval.

**14.2.2.1** *Sale.* If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and may be recorded in the Public Records, Florida (the "**Public Records**").

**14.2.2.2** *Lease.* If the proposed transaction is a lease then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association and shall be delivered to the lessee.



ITEM	MONTHLY	QUARTERLY	SEMI ANNUALLY	ANNUALLY	NOTES
Air Conditioning: change filter	✕				Certain types of filters can be changed quarterly
Air Conditioning: system check; drain line & coils cleaned				✕	Schedule semi-annual service with A/C vendor
Balcony Railings: wash & wax	✕				
Caulking: counter tops/tubs & showers/wood (baseboard)			✕		Check where tub meets tile wall for cracks in caulking
Dishwasher: clean	✕				
Doors: lubricate locks				✕	
Dryer: refer to ventless dryer manual				✕	Clean lint trap after each use
Electrical: reset GFCI	✕				Test GFCI annually
Garbage Disposal: thorough rinse with ice cubes or cold water	✕				Check inside cabinet for water leakage
Microwave: clean grease filters	✕				Clean interior as needed
Recirculating Hood(if applicable): clean filters	✕				
Refrigerator: clean drain pan				✕	
Toilet: replace flapper and adjust flush lever					If phantom flushing change flapper & continually flushing change lever
Sliding Glass Doors & Windows: lubricate tracks & latches, wipe down aluminum frame & weather stripping		✕			
Smoke Detectors: change batteries			✕		Smoke detector will beep when battery charge is low
Water Heater: check pan for standing water & perforated pipe behind tank for running water		✕			



### **HURRICANE SEASON**

Hurricane Season is June 1st thru November 30th, as a Floridian we can expect to be threatened by a Hurricane anytime during the season. When we are threatened by a Tropical System preparing is a priority. One of the most important preparations is to move into your unit all balcony furniture and accessories. Keep in mind that during Hurricanes Andrew, Katrina and Ivan, winds picked up tractor trailer trucks and threw them around like toys!

Tropical storm force winds at ground level gain an additional wind speed for every floor above the ground. A 60 mph wind gust could easily reach Category 5 hurricane force or higher at the upper floors. For this reason, ALL ITEMS (furniture, mops, speakers, etc.) on the balcony must be placed INSIDE the unit. *Please note that you may not place balcony furniture in the common area corridors. It is a fire code violation.* You should plan to follow weather reports daily throughout hurricane season or download an app to notify you of tropical activity.

**\*\*Please ensure to keep yourself informed of the latest updates on Hurricane Forecasts by watching and listening to local TV and radio.\*\***

### **PREPARING FOR A HURRICANE**

*Ask yourself:* Do I know what to do before a hurricane approaches? Who will help me clear off my balcony? Are my unit and personal belongings insured? Have I made a personal action plan? Have I purchased water, non-perishable food, flash lights, batteries, LED candles and supplies? Do I have diapers for my baby and wee-wee pads for my pets? Where will I go if an evacuation order is issued? Am I realistic about the conditions that can affect my quality of life after a storm?

A Hurricane Guide can be found on the community website. Please communicate any questions or concerns with any the Management Office or the Concierge. If you intend to have friends or family assist you, please register them as your pre-authorized guests in the community website.

### **IMPORTANCE OF INSURANCE**

We would like to bring to your attention some important information regarding the coverage provided by the Condominium Association's Property Insurance Policy.

The statutes and laws in the state of Florida that govern Condominiums and Insurance are very specific as to what the unit owner's responsibilities are and what the Condominium's responsibilities are.

It is standard practice and highly recommended that unit owners purchase insurance for the contents and interiors of their units. This is not something that is included in your closing or your mortgage; it is something that needs to be purchased by the unit owner to protect everything inside your unit. **The condominium insurance policy only covers the common areas; and the sheet rock (drywall) walls inside the unit.**

The best way to understand what the responsibility of the Association is; is to know what is NOT covered by the Association's property policy.



**According to Florida Law (F.S 718.111 (11)(f)3) the Association's policy must exclude:**

- All personal property within the unit (clothes, computers, electronics etc.)
- Floor, wall and ceiling coverings
- Light fixtures
- A/C units, electrical fixtures, appliances, water heaters, water filters, built-in cabinets, counter tops and window treatments
- Curtains, drapes, blinds, hardware, and similar window treatments

Such property and any insurance is the responsibility of the unit owner. You are not required to purchase insurance, by law. However, by not having insurance you choose to self-insure (meaning paying out of your own pocket) including temporary housing should your unit become uninhabitable. There are personal insurance policies available to cover the above-mentioned property. These policies also provide liability coverage to provide payment for negligent acts against a Third Party's property or bodily injuries.

These personal insurance policies come in handy especially when water damages occur from bursting pipes or backed up toilets. Sometimes when these events occur it's very difficult to determine who is ultimately responsible for the damage, and in most cases each Unit Owner has to take care of their damages on their own.

**Example:** Toilet backs up causing damage to the unit where it occurred and two units below. The units have wood floor damage, carpet, furniture, cabinets. These items are not covered by the Condominium Association's property policy and if nobody is found to be negligent each unit owner is responsible for repairs to their own damaged property.

**Other scenarios in which water damage can occur and nobody may be found negligent: A/C leak, pipe burst, fire sprinkler discharge, fire fighters' response and action.**

Having a personal insurance policy can alleviate the headache of not knowing what to do. The insurance company coordinates payment with all the other parties or other insurance companies involved or simply pay the claim to the insured unit regardless of who is at fault.

We strongly recommend that you contact an insurance agent if you currently don't carry an owner or tenant policy to protect your property.

**THE GOLDEN RULES TO LIVING IN OUR COMMUNITY**

We want your experience at Association to be positive and pleasant. We have developed these simple rules to help make association be a desirable condo community in Pembroke Pines.

1. Residents must store inside their units their personal property. Patio-type furniture and plants that do not exceed up to two -10 gallon pots are allowed on the balconies, no other articles may be displayed including clothing and towels.
2. Water, dirt, cigarette trash and any other debris cannot be thrown or allowed to fall from balconies or windows. When using the Common Areas, residents are responsible for cleaning up after themselves and their guests.



3. Trash, garbage, package or moving boxes and other items should be placed only in the designated disposal areas. Please refer to document that explains where the designated disposal areas are.
4. Disturbing and loud noises from residential units and terraces are not permitted. Residents are responsible to maintain acceptable noise levels when having guests or entertaining. An acceptable noise level is defined as sound not audible in other units.
6. No repair of vehicles shall be made on the Condominium Property except for emergency type repairs (battery charge, flat tire, light bulbs or similar).
7. No signs, graphics, shutters, canopy or the like can be displayed by a resident from a residential unit, terrace or Common Areas.
8. Residents who will be absent must prepare the unit prior to departure and have a designated person in charge in case of an emergency during their absence. The name of the emergency contact needs to be provided to the Management Office.
9. Installation of satellite dishes are only permitted if they meet the regulations established by the ARC. Please refer to ARC policy that covers this item.
10. Parents or legal guardians are responsible to supervise children at all times while in Common Areas of the building. Children under 12 years of age must be accompanied by an adult when entering and utilizing the recreational facilities.
11. Amenity keys are to be used only by residents and their registered guests.
14. Residents with pets must follow the rules and regulations set forth in the Pet Policy.
15. No abusive language, threats, or physical touch is permitted in dealing with the staff at Heron Pond. If you have an issue with the employee's performance, please report it to the management office. It is not our staff's responsibility to debate the merits of a rule but it is their responsibility to enforce and report violations. A reported violation will be compounded by escalating an incident to include abusive behavior to staff.

## **PET RULES**

Our condominium declarations give the Board of Directors latitude to further restrict pet ownership in the interest of preserving the rights of all members of the community. The Board has the authority to fine pet owners, to hold pet owners liable for damages caused by their pets and to have a pet permanently removed from the premises in certain circumstances.

The following section on Pet Rules enumerates the various restrictions that apply to keeping a pet at Heron Pond. These rules may from time to time be modified by the Board of Directors.

1. The right to keep a certain type of pet and the number of pets that may be kept are considered by applicable state and county laws and regulations. For example, to keep more than 4 dogs on a property of less than one acre requires a kennel license. Association allows residents to keep dogs, cats, fish and caged domestic birds as pets. No other type of animal may be kept as a pet.
2. Vicious, Noisy or otherwise unpleasant pets will be asked to be removed from property.