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and should be returned to:

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**DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS
AND EASEMENTS
OF
TUSKAWILLA CROSSINGS**

**NOTICE: PURSUANT TO SECTION 5 HEREOF, UPON THE SALE OR RESALE OF A DWELLING, A
CAPITAL OR RESALE ASSESSMENT IS REQUIRED TO BE PAID.**

**DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
AND EASEMENTS OF TUSKAWILLA CROSSINGS**

THIS DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS OF TUSKAWILLA CROSSINGS is made this October 23, 2018, by **STANDARD PACIFIC OF FLORIDA, a Florida general partnership** ("Declarant" or "Developer"), whose post office address is 444 West New England Avenue, Suite 220, Winter Park, FL 32789.

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of real property in Seminole County, Florida, more particularly described on Exhibit "A" attached hereto, and more particularly known as Tuskawilla Crossings, upon which shall be developed a residential subdivision, and Declarant desires to impose certain use restrictions, easements, and other rights and obligations thereon for the purpose of creating a common scheme of development of the Property and for protecting the value and desirability of, the Property, and

WHEREAS, Declarant has formed a not-for-profit corporation pursuant to Chapters 617 and 720, Florida Statutes, to own, maintain, operate and/or administer the common areas and improvements within the Property, to administer and enforce this Declaration, and to collect and disburse the assessments and charges hereinafter created, all as set forth herein.

NOW, THEREFORE, Declarant hereby declares that the Property described above shall be subject to the following reservations, easements, limitations, restrictions, servitudes, covenants, conditions, charges and liens (hereinafter sometimes collectively termed "Covenants and Restrictions") which are for the purpose of protecting the value and desirability of the Property, and which shall run with the land, and be binding on all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner of any portion of the Property.

**ARTICLE I
Definitions**

The following words or letters when used in this Declaration shall have the following meanings:

Section 1. "Additional Property" means any real property, other than the real property described on Exhibit "A" attached hereto, which is made subject to the provisions of this Declaration when added to the Property as provided by Article XII, Section 12.2 herein below.

Section 2. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association which are attached hereto as Exhibit "B" and incorporated herein by reference, together with any amendments thereto,

Section 3. "Association" shall mean the TUSKAWILLA CROSSINGS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

Section 4. "Board" shall mean the Board of Directors of the Association. Any act that is required or permitted by "the Association" herein shall be undertaken by the Board of Directors, unless otherwise stated herein.

Section 4. "By-Laws" shall mean the By-Laws of the Association which are attached hereto as Exhibit "C" and are incorporated herein by reference, together with any amendments thereto.

Section 5. "City" shall mean and refer to the City of Winter Springs, Florida.

Section 6. "County" means and refers to the Seminole County, Florida.

Section 6. "Code" means and refers to the City of Winter Springs Code of Ordinances and Land Development Code.

Section 7. "Common Area" or "Common Areas" shall mean all real property (including the improvements thereto) owned by the Association or intended to be devoted to the common use and enjoyment of the Owners from time to time, and includes those areas dedicated to the City which the Association is required to maintain. The Common Areas shall initially include those areas so designated on the plat of Tuskawilla Crossings Phase 1 as Common Areas as set forth on Exhibit "D" or dedicated to the Association, including all private drainage easements. Common Area does not include any parcels of land dedicated to the City for which the Association has no maintenance requirement. Notwithstanding, such definition shall not preclude the Association from operating, maintaining, or repairing any other real property for the benefit of the Members or any other real property maintained by the Association pursuant to a written agreement entered into by the Association for the benefit of the Members.

Section 8. "Electronic Transmission" shall mean and refer to any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, but shall not be limited to, telegrams, facsimile transmissions, Short Message Service (SMS), Multimedia Messaging Service (MMS), and email. Notices may be given via Electronic Transmission for and regarding any meetings of the Board, any committee meetings requiring notice under the Association Act, including, but not limited to, ACC meetings, and any annual and special meetings of the Members; provided, however, that a Member must consent in writing to receiving notice by Electronic Transmission. Consent by a Member to receive notice by Electronic Transmission shall be revocable by the Member only by written notice to the Board.

Section 9. "Declarant" shall mean STANDARD PACIFIC OF FLORIDA, a Florida general partnership, its successors and/or assigns, as "Declarant" hereunder as indicated by a recorded Assignment of Declarant's Rights. No successor or assignee of Declarant shall have any rights, privileges, liabilities or obligations of Declarant under this Declaration unless such rights and obligations are specifically set forth in a recorded instrument of succession and/or assignment, or unless such rights expressly pass by operation of law from Declarant to such successors and/or assigns.

Section 10. "Declaration" shall mean this Declaration of Covenants, Conditions, Restrictions, and Easements of Tuskawilla Crossings, as it may be amended or supplemented from time to time.

Section 11. "Improvements" shall mean buildings, roads, driveways, site or subdivision improvements, parking areas, fences, walls, rocks, hedges, trees, shrubs, other plantings, and all other structures or landscaping improvements or every type and kind.

Section 12. "Lot" shall mean any parcel of land shown upon any recorded subdivision map of the Property that is designated or intended for use as a site for construction of a single family residence, and does not include the Common Area or any other tract of land that is not a residential parcel.

Section 13. "Member(s)" shall mean those persons entitled to membership as provided in this Declaration, the Articles of Incorporation and the By-Laws. References herein to "members" shall mean "Members" and vice versa. Voting rights of the members are set forth in Article IV hereof. There are currently 190 Lots within the Property, and therefore 190 voting interests among the Members. The number of voting interests may increase as additional lands are added to the Property by the Declarant.

Section 14. "Owner" shall mean the record owner (including the Declarant), whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 15. "Project" shall mean the Property together with all Improvements located thereon and all easements, rights, and privileges appurtenant thereto.

Section 16. "Project Documents" means this Declaration and the Articles, Bylaws, Association Rules and Architectural Committee Rules.

Section 17. "Plat" shall mean the plat of Tuskawilla Crossings Phase 1, per map or plat thereof, recorded at Plat Book 83, Page 75, Public Records of Seminole County, Florida, and any and all other recorded plats or replats of all of any portion of the Property, as the same may be changed, supplemented, amended replatted, and/or otherwise modified from time to

time, in whole or in part. Plats of future phases, if any, for lands annexed to this Declaration shall be as referenced in the recorded supplemental declaration annexing such future phase to this Declaration. Declarant reserves the right to make such modifications to any part of the Property owned by the Declarant as the Declarant deems necessary and/or desirable, including, but in no event limited to, changing the location, size, dimensions and number of Lots or tracts within the initial Plat and/or any and all future Plats.

Section 18. "Property" shall mean that certain real property described in Exhibit "A" hereof, and such other additions thereto as may hereafter be brought within the jurisdiction of the Association by the recording of supplements to the Declaration.

Section 19. "Residential Unit" shall mean any building situated upon a Lot and designated and intended for independent ownership and for use and occupancy as a residence by a single-family.

Section 20. "Surface Water Management System" or "Stormwater Management System" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C.

Section 21. "SJRWMD" means St. Johns River Water Management District.

Section 22. Statutory References. References to Florida Statutes herein mean such statutes in effect from time to time. It is the intent that any amendments to the Florida Statutes that apply to this Declaration shall operate prospectively only. However, if such statutory amendments specifically state that they are to operate retroactively they will operate in accordance with the adopted legislation.

Section 23. "Tract" means any portion of the Property established as a Tract in any Plat.

Section 24. "Visible from Neighboring Property" or "visible from neighboring property" shall mean that an object is or would be visible to a person six feet (6') tall standing on a neighboring Lot, Tract, Common Area or street at an elevation not greater than the elevation at the base of the object being viewed.

ARTICLE II

Property Rights/Easements

Section 1. Easements of Enjoyment. Each Owner shall have a nonexclusive right and easement of enjoyment in and to the Common Area that is appurtenant to, and will pass with, the title to every Lot, subject to the following conditions: If ingress and egress to any Lot is through any of the Common Area, the Lot has a non-exclusive easement over the Common Area for ingress and

egress to such Lot, and any conveyance or encumbrances of that portion of the Common Area shall be subject to such ingress and egress easement. Each Owner's right to enjoyment of the Common Area is subject to the following:

(a) Fees. The Association's right to charge reasonable fees for the use, safety and maintenance of any common facilities from time to time situated on the Common Area.

(b) Suspension. Pursuant to applicable Florida Statutes, as amended from time to time, the Association's right: (i) to suspend such Owner's right to use any facility owned or controlled by the Association for a period of unpaid assessments; and (ii) to suspend any Owner's right to use any such facility for any infraction of the Association's rules and regulations.

(c) Dedication. The Association's right to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as the Association considers advisable. Any such dedication or transfer requires the approval of two-thirds (2/3) of the members present and voting in person or by proxy at a meeting duly convened for such purpose.

(d) Rules and Regulations. The Association's right to adopt, alter, amend, rescind and enforce rules and regulations governing the use of the Common Area.

(e) Ingress and Egress Easement. Notwithstanding the foregoing conditions imposed on use of the Common Areas, the Association shall not prohibit the right of, ingress and egress to any Lot that has an ingress and egress easement over the Common Area.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants or contract purchasers who reside on the Property.

Section 3. Operation and Maintenance of the Common Area. The Association shall at all times maintain, operate, supervise, control and manage the Common Area and any income producing activities that may be established or permitted to operate in the Common Area. The Association, in its sole discretion, shall determine all activities and programs to be carried on in the Common Area and shall employ the necessary personnel required therefore.

Section 4. Utility Service. There is shown on the Plat certain platted utility easements. Utilities serving the Property and Lots, have been, or will be, installed by Declarant underground in the Common Area and within, below or upon the Property, for the use, benefit and service of the Property, the Lots and all Improvements upon the Property. Perpetual easements for the installation and maintenance of utilities are hereby reserved to Declarant and the City in and to all utility easement areas shown on the Plat (which easements shall include, without limitation, the right of reasonable access over Lots to and from the easement areas). The Declarant reserves to itself (and its successors or assigns) for so long as the Declarant owns any of the Property, and the Association thereafter, the right to grant easements to any private company, public or private utility or

governmental authority providing utility and other services within the Property and the Common Areas upon, over, under and across the Property. Said easements shall only be given for the purpose of maintaining, installing, repairing, altering and operating sewer lines, irrigation lines, water lines, waterworks, sewer works, force mains, lift stations, water mains, sewer mains, water distribution systems, sewage disposal systems, effluent disposal lines and systems, pipes, wires, fiber optics lines, power lines, telephone service, gas lines, syphons, valves, gates, pipelines, cable television service, alarm systems and all machinery and apparatus appurtenant thereto, to all of the foregoing as may be necessary or desirable for the installation and maintenance of utilities and providing services to Owners, the Property and Common Areas, all pursuant to and in compliance with, all applicable permits, rules and regulations of any applicable governmental authorities. All such easements to be of a size, width and location as Declarant (or the Association, if after Turnover), in its discretion, deems best but selected in a location so as to not unreasonably interfere with the use of any improvements which are now, or will be, located upon the Property. Neither the easement rights reserved pursuant to this Section nor as shown on any such Plat shall impose any obligation on Declarant to maintain such easement areas, nor to install or maintain the utilities or improvements that may be located on, in or under such easements, or which may be served by them. No structure, planting, or other material shall be placed or permitted to remain in any easement area which may damage or interfere with access to or the installation of the use and maintenance of the easement area or any utilities facilities located therein. The utility easement areas of each Lot, whether as reserved hereunder or as shown on such Plat or Plats, and all improvements in such easement areas, shall be maintained continuously by the Lot Owner of the Lot upon which such easement areas exist, except for those improvements for which a public authority or utility company is responsible. In this instance, maintenance shall mean ordinary maintenance such as mowing and/or lawn care of the Owner's respected Lot located within the easement area.

Section 5. Service Easements. Fire, police, health, sanitation, cable, communications, U.S. Postal Service, drainage and other public service personnel and vehicles shall have a permanent, perpetual and nonexclusive easement for ingress and egress over and across the Common Area.

Section 6. Reserved.

Section 7. Drainage Easements.

(a) There is shown on the Plat certain "Private Drainage Easements (P.D.E.)". Use of these easements is restricted to the Owners of Lots and to the Association for the purpose of drainage and maintenance of the areas contained therein. Declarant reserves for itself, its successors and assigns, and hereby grants to the Association and the SJRWMD, easements for and may, but shall not be required to, cut swales and drainways for surface water wherever within the Property and whenever such action may appear to the Declarant or the Association, as the case may be, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with any permit from time to time issued by SJRWMD, as such permits may be amended or supplemented from time to time. These easements include the right to cut or remove any trees, bushes, shrubbery, make any gradings of the soil, or take any other action reasonably necessary to install drainage facilities and maintain reasonable standards of health, safety and/or appearance, but

shall not include the right to disturb any improvements erected within the property which are not located within the specific easement areas designated on the Plat or in this declaration. The Association shall be responsible for maintaining all drainage facilities located within the Drainage Easements and Surface Water Management System but the Lot Owner shall be responsible for the ordinary surface maintenance of these Drainage Easements such as mowing and/or lawn care of the Owner's Lot located within the easement area. No permanent improvements other than fencing shall be installed or maintained in these easements by the Owner of any Lot. Fence installation shall meet the criteria outlined in Article III Section 13.e hereafter. The cost of maintaining the facilities within the Drainage Easements shall be part of the Annual Assessment described in Article V hereafter.

(b) There is also shown on the Plat certain "Public Drainage Easements (D.E.)". These easements are dedicated to the public. The drainage facilities and apparatuses contained within said public drainage easement shall be maintained by the City. Declarant reserves for itself, its successors and assigns, and hereby grants to the Association, the City, and the SJRWMD, easements for and may, but shall not be required to, cut swales and drainways for surface water wherever within the Property and whenever such action may appear to the Declarant or the Association, as the case may be, to be necessary to maintain reasonable standards of health, safety and/or appearance provided that any such action is in compliance with any permit from time to time issued by SJRWMD, as such permits may be amended or supplemented from time to time. The Lot Owner shall be responsible for the ordinary surface maintenance of these public drainage easement such as mowing and/or lawn care of the Owner's Lot within the public drainage easement area. No permanent improvements other than fencing shall be installed or maintained in these easements by the Owner of any Lot. Fence installation shall meet the criteria outlined in Article III Section 13.e hereafter and may also require the approval of the City.

Section 8. Surface Water or Stormwater Management System Easement. The Declarant hereby reserves unto itself, its successors and assigns, and hereby grants to the Association, a perpetual non-exclusive easement over all areas of the Surface Water Management System, the Lots, and all other portions of the Property which may be utilized for the Surface Water Management System to make use of such Surface Water Management System for the surface water drainage, retention, detention and maintenance necessary to develop the Property as the Declarant deems appropriate. In addition to the foregoing, Declarant, its successors and assigns, and the Association, shall have the right to utilize all drainage easements provided for herein or on the Plat of the Property for purposes of accessing any and all drainage facilities on the Property and for access to any Common Area and/or any improvement from time to time located thereon. By this easement, the Association shall have the right to enter upon any portion of any Lot which is part of the Surface Water Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water Management System as required by the SJRWMD and/or the City permits applicable to the Property. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales without the prior written approval of the SJRWMD and/or the City. Neither the Declarant nor the Association make any representation concerning the current or future water levels in any of the wet or dry retention areas within the Community; provided, further, neither the Declarant nor the

Association bear any responsibility to attempt to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of the Declarant and the Association. By acceptance of a deed to a Dwelling or Lot, each Owner acknowledges that the water levels of all wet or dry retention areas may vary. There is no guarantee by Declarant or the Association that water levels will be constant or aesthetically pleasing at any particular time; at times, water levels may be nonexistent. Declarant and the Association shall not be obligated to erect fences, gates, or walls around or adjacent to any wet or dry retention areas within the Community.

UNLESS OTHERWISE EXPRESSLY SET FORTH HEREIN, EACH OWNER (BY VIRTUE OF OWNER'S ACCEPTANCE OF TITLE TO THE OWNER'S LOT) ACKNOWLEDGES AND AGREES THAT SAID OWNER SHALL HAVE NO RIGHTS, RIPARIAN OR OTHERWISE, IN OR TO ANY BODY OF WATER, IF ANY, LYING WITHIN OR ADJACENT TO THE DEVELOPMENT.

Section 9. Entry Features. Any entry features, including but not limited to, walls, fences, signage, lighting, landscaping, irrigation, brick pavers, decorative asphalt, entry monuments internally within the community, and specifically, but without limitation, including those installed within the right-of-way as approved by the City, and within Lots or Tracts, together with any other improvements with respect to such installations, shall initially be installed at the sole cost and expense of the Declarant or its assigns. However, after initial installation, the Association shall have the sole responsibility to maintain the entry features as described in this Section 9 and control over the use thereof. The cost of maintenance shall be part of the annual assessment described in Article V hereafter. To the extent that any of the foregoing described entry features are located within a Lot, the Association is hereby granted a perpetual, non-exclusive easement and right of entry on such Lots for the purpose of operating, maintaining, and replacing such entry features.

Section 10. Association's Right of Entry. The Association's duly authorized representatives or agents shall, at all reasonable times, have and possess a reasonable right of entry and inspection upon the Common Area or any Lot for the purpose of discharging the duties of the Association.

Section 11. Permanence. The benefit of all rights and easements granted by this Declaration constitutes a permanent appurtenance to, and will pass with, the title to every Lot enjoying such benefit. Whenever any such right or easement is described as nonexclusive, its benefit, nevertheless, is exclusive to all Lots granted such benefit and not to additional persons. In no event does the benefit of any such easement extend to the general public except as provided in Section 5 hereof or on the Plat of any portion of the Property. The burden of all rights and easements granted by this Declaration constitutes a permanent servitude upon the lands affected.

Section 12. No Partition. There shall be no judicial partition of the Common Area, nor shall Declarant, or any Owner, or any person acquiring any interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

Section 13. Encroachment Easements. There shall be reciprocal appurtenant easements of encroachment, and for maintenance and use of any permitted encroachment, as between all Lots and such portion or portions of the Common Areas adjacent thereto due to the unintentional placement or settling or shifting of the improvements constructed, reconstructed, or altered thereon (in accordance with the terms of these restrictions) to a distance of not more than three feet (3'), as measured from any point on the common boundary along a line perpendicular to such boundary at such point; provided, however, in no event shall an easement for encroachment exist if such encroachment occurred due to willful and knowing conduct on the part of an Owner or the Association.

Section 14. Retaining Walls. Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) acknowledges and agrees that elevation changes within the Property may have necessitated or required, or in the future may necessitate or require, the construction or installation of one or more retaining walls on or about the Property (collectively, "Retaining Wall(s)"). In connection with any such Retaining Walls, each Owner, occupant, tenant, subtenant, invitee, licensee or guest of any Lot or of the Property generally agrees to and shall: (a) exercise caution and care when around or near any Retaining Walls; and (b) not utilize any Retaining Wall or part thereof in any way, including, by way of example but not limitation, by climbing, scaling, or walking on a Retaining Wall; by affixing lights or hanging baskets or decorations on or to a Retaining Wall; by striking, piercing or damaging a Retaining Wall; or by otherwise directly or indirectly interfering with the intended purpose of any Retaining Wall. Without express prior written approval of the ACC, digging is prohibited within all easement areas adjacent to any Retaining Walls, as shown on the Plat, or as established by any written instrument Recorded by Declarant or the Association.

Section 15. Declarant's Easements. Declarant hereby declares, reserves and grants to itself, its successors and assigns, the following non-exclusive easements and rights in, on, under, across and to the Property:

(a) A non-exclusive easement and right-of-way of pedestrian and/or vehicular access, ingress and egress over the internal streets, drives and walkways now or hereafter constructed on the Property and a non-exclusive easement and right-of-way to construct internal streets, drives and walkways over and on the Property.

(b) A non-exclusive easement and right-of-way for access, installation, repair, maintenance and use of utility lines, irrigation lines, pipes, tanks, conduits, systems and coaxial cable, and storm sewer lines, drainage systems, swales, systems and facilities in, on, under, across and to the Property.

(c) A non-exclusive easement and right-of-way for access and maintenance of all water bodies within or adjoining the Property.

(d) A non-exclusive right to use any portion of the Common Area and/or of the Property reasonably necessary to allow the Declarant to construct or sell or promote any portion of the

Property, and to use such property for offices, sales offices, samples, or models, and to maintain thereon sales information signs and such other signs as Declarant shall desire.

Section 16. Emergency, Security and Safety Right of Entry. The Association shall have the right, but not the obligation, to enter onto any Property, including any Lot, for emergency, security, and safety, which right may be exercised by the Board, officers, agents, employees, managers, and all policemen, firemen, ambulance personnel, and similar emergency personnel in the performance of their respective duties. Except in an emergency situation, entry shall only be during reasonable hours and after notice to the Owner. This right of entry shall include the right of the Association to enter onto any Lot to cure any condition which may increase the possibility of a fire or other hazard in the event an Owner fails or refuses to cure the condition upon request by the Board. Neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall, in any manner or way, whatsoever, be considered as or deemed or construed to be insurers or guarantors of the personal safety or security of any persons, including, without limitation, any Owner or Member or any tenant, guest, invitee, employee, agent, or family member of such Owner or Member, or of any property, whether real, personal, or otherwise, from time to time located within or upon the Property or any portion thereof. Accordingly, neither the Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents shall be responsible or held liable or accountable for the injury or death of any person or for the loss of or damage to any property by reason or on account of the failure of the Declarant or the Association to limit or control access to the Property or any Retaining Walls, or by reason or on account of the ineffectiveness of any activities directed, conducted, maintained, or supported by the Declarant or Association from time to time for such purposes. In this regard, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, or family members of such Owner, shall, by virtue of the acceptance of a deed or other conveyance of a Lot or any other portion of the Property, be deemed to have acknowledged, understood, and agreed to the foregoing and further: (i) that notwithstanding any efforts or activities on the part of the Declarant or Association from time to time to limit or control access to the Property in general and any Retaining Wall in particular, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees, and family members of such Owner or Member: (y) shall take title to its Lots or any other part of the Property subject to, and hereby assumes, all risk of personal injury or death and damage to or loss of property, of whatever nature, while present or situate within or upon the Property; and (z) waives, and forever and irrevocably releases Declarant and Association from, any and all claims, losses, damages, causes of action or liabilities of any kind, character, or nature whatsoever with respect to any personal injury or death or damage to or loss of property while present or situate within or upon the Property; and (ii) that neither Declarant nor the Association, nor any of their respective partners, members, officers, directors, employees, or agents have made, nor has any Owner or Member, or any of Owner's or Member's tenants, employees, agents, guests, invitees, or family members relied upon, any representation or warranty, whether express or implied, pertaining to: (A) the safety of the Property; or (B) the effectiveness of any activities directed, conducted, maintained or supported by the Declarant or Association from time to time in order to limit or control access to the Property in general and any Retaining Walls in particular.

Section 17. Future Easements. There is hereby reserved to Declarant and its successors and assigns (see also Article XV), until Turnover, and then the Association, together with the right to grant and transfer the same, the right, power and privilege to, at any time hereafter, grant to itself, the Association, the City or any other parties such other further and additional easements as may be reasonably necessary or desirable, in the sole opinion and within the sole discretion of Declarant, for the future orderly development of the Property in accordance with the objects and purposes set forth in this Declaration. Any such easement(s) shall be recorded in the Public Records of the County. It is expressly provided, however, that no such further or additional easements shall be granted or created over and upon any Lot if any such easement materially and adversely interferes with the intended use of the Residential Units previously conveyed to Owners. The easements contemplated by this Section 17 may include, without limitation, such easements as may be required for utility, drainage, road right of way or other purposes reasonably related to the orderly development of the Property in accordance with the objects and purposes specified in this Declaration. Such further or additional easements may be hereafter created, granted, or reserved by Declarant without the necessity for the consent or joinder of any other persons including, but not necessarily limited to, the Owner of, or the person holding the mortgage on, the particular portion of the Property over which any such further or additional easement is granted or required.

ARTICLE III Restrictions on Use

Section 1. Use. No Lot shall be used for any purpose other than for residential purposes. No building, structure or improvements shall be erected, altered, placed or permitted to remain on any Lot other than one (1) detached single family dwelling not to exceed two (2) stories, patios, porches, garages, a swimming pool, hot tubs, spas, gazebos, landscaping, walls, fencing, driveways and sidewalks appurtenant thereto. All Lots must have a minimum of a two-car garage, unless originally approved by Declarant. Carports are not allowed. All such improvements must be approved in writing by the ACC (defined in Article VI hereafter) prior to commencement of construction.

Section 2. Outbuildings Prohibited. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any Lot at any time as a residence, temporarily or permanently. No structure, including utility buildings, may be erected on any Lot for other than residential purposes, except a builder's temporary structure. However, a utility or storage building, not to exceed six feet (6') in height, which is approved by the ACC, may be permitted provided it is located in the rear yard, not Visible from the Neighboring Property and adequately fenced in accordance with Section 13 of this Article III. Cabanas or pool houses are not permitted. The provisions of Sections 25 and 26 of this Article III shall supersede this section.

Section 3. Minimum Residence Size. No dwelling shall be erected or allowed to remain on any Lot unless the living area of the dwelling, exclusive of the garage, porches, patios and lanais per zoning shall contain at least one thousand (1,000) square feet of air conditioned space.

Section 4. Minimum Lot Size. No dwelling shall be constructed on a Lot inconsistent with the approved zoning and preliminary site plan, and any amendment thereto shall require the consent of the Declarant, prior to Turnover, and the Association, after Turnover. No Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, unless all portions of said Lot are used to increase the size of adjacent Lot(s), or other adjacent property, and notwithstanding the foregoing, no Lot shall be divided, re-subdivided or reduced in size by any method whatsoever, without the prior written consent of the Declarant. All building plots formed as a result of the foregoing, shall thereupon be deemed and treated as original Lots, and may not be further divided, subdivided or reduced in size by any method whatsoever, or changed back to the original configuration, without the prior written consent of Declarant. No more than one (1) Lot under one (1) ownership may be used for one (1) dwelling, in which event this Declaration shall apply to such Lots as if they were a single Lot, subject to easements indicated on the recorded Plat.

Section 5. Setbacks. (c) Setbacks for Dwellings shall be as permitted by the local government.

Section 6. Commercial Use/Nuisance Prohibited. No residence or other structure on any Lot shall be used for commercial or business purposes, except as set forth in Paragraph 25 of this Article. Each Owner shall refrain from any act or use of his Lot or the Property, which could reasonably cause embarrassment, discomfort, annoyance or a nuisance to anyone. No noxious, offensive or illegal activities shall be carried on upon any Lot. Without limiting the generality of the foregoing:

(a) The assembly or disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions, the shooting of firearms, fireworks or pyrotechnic devices of any kind or size, and any other similar inherently dangerous activities, shall not be pursued or undertaken within the Property.

(b) No rubbish of any character whatsoever, nor any substance, thing or material shall be kept upon the Property which would be unsightly, or which will emit foul or noxious odors, or that will cause any loud noise that will or might disturb the peace and quiet of the occupants of surrounding Property.

Section 7. On Site Construction Required. No structure shall be moved onto any Lot, except a builder's temporary "manufactured home" type structure to be used by the Declarant or any builder in connection with construction work and activities engaged upon any Lot.

Section 8. Animals. No animals of any kind, character, nature, or description shall be kept, raised, bred, or maintained on or upon any Lot; provided, however, that household, domesticated "Pets" (as that term is defined below), as allowed by the Local Government, may be kept on each Lot so long as they are not kept, raised, bred, or maintained thereon for any business or commercial purposes whatsoever. As used herein, the term "Pet(s)" shall mean and refer to birds, fish, dogs, cats, reptiles, insects, and all other non-human, non-plant living organisms, that are generally and commonly recognized as household and domestic pets in the County, and shall

expressly exclude livestock of domesticated or undomesticated animals, fowl, and poultry, e.g., horses, cows, pigs, donkeys, squirrels, etc. Exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.) are not considered Pets and are expressly prohibited, as are breeds of any kind of Pet deemed aggressive from time to time by the Board. "Dangerous dogs", as that term is Chapter 767 of the Florida Statutes, or as determined from time to time by the Local Government, are prohibited on the Property. Only a reasonable number of Pets, as established by the Local Government, may be kept on a Lot at any one time. Pets shall be sheltered inside buildings/improvements. No separate or exterior building/improvement for Pets shall be permitted on the Property. All Pets must be kept in a fully fenced area or leashed when outside of an building/improvement and shall not be permitted to run loose. Invisible dog fences or barriers, if allowed at all within the Community, must first be approved by the ACC. No Pet shall be permitted to remain on the Property if it or they disturb the tranquility of the Property, the Community, the Association, or the other Owners or residents (e.g., excessive dog barking), if it or they are unlawful, dangerous, annoying, or a nuisance to or destructive of wildlife, or if it or they are expressly excluded from the Property by the Board after notice and hearing. All owners of Pets are responsible for timely cleanup of Pet waste and the Board may elect to promulgate Rules and Regulations to enforce the same and other matters concerning Pets. Each Owner who determines to keep a Pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9. Signs. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot (including within any window) without the prior written approval of the ACC. Notwithstanding the foregoing, the following shall be permitted without prior approval of the ACC: (i) street number and name signs; and (ii) one (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4" by 4" post, and of not more than eight (8) square feet of surface area per side (2 sides maximum), containing no handwriting whatsoever, and used solely in connection with the marketing of the affected Lot for sale or lease. Wire-stake signs, commonly known as "H-Frame" or "U-Frame" signs, are expressly prohibited. The ACC shall have the right to establish guidelines so as to require a uniform standard for signs in the subdivision. Additionally, an Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Dwelling. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this Section/ This Section shall not apply to Declarant or to any Builder doing business in the Property provided that any such Builder first obtains Declarant's written approval of any such signs structures or materials prior to installing same, such approval to be granted, conditioned or denied by Declarant in Declarant's sole and absolute discretion.

Section 10. Exterior Attachments. Subject to Section 23 below, no exterior radio, television, electronic or like antennas, aerials, satellite dishes or transmission or receiving tower(s), apparatus or devices, or other similar or dissimilar exterior attachments, shall be installed, permitted or located on any Lot.

Section 11. Irrigation. The water used in the irrigation system is not suitable for drinking or water sports. Children and pets should not play in such water. Due to water quality, irrigation systems may cause staining on Residential Units, other structures, paved areas, or vehicles. 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). The yard of each Residential Unit may be equipped with irrigation lines, depending on the model of the Residential Unit. No Owner whose Residential Unit 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. Use of lake water, if any, by Owners is prohibited and is at the Owner's sole risk as chemicals are used to control aquatic vegetation in lakes. Association may use waterways and lakes, if any, to irrigate Common Areas, subject to applicable permitting and Developer shall not be liable for same. BY ACCEPTANCE OF A DEED TO A RESIDENTIAL UNIT 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 and/or Association shall have the right to use one or more pumps to remove water from lakes and/or waterbodies for irrigation purposes at all times, subject to applicable permitting.

Some or all Residential Units and Common Areas may receive irrigation pursuant to a loop system. If an Owner desires to make any alterations or improvements to a Residential Unit 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 Residential Unit. 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 Residential Unit. Any damages to the Residential Unit 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 Residential Unit upon the prior written approval of the ACC as set forth in this Declaration and/or the Project Documents. Before the ACC approves the installation of an Improvement, the irrigation system that will be within the Improvement portion of that Residential Unit 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 Project drainage system 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 a Specific Assessment to such Owner, all as further provided in this Declaration and/or Project Documents.

Section 12. Trees and Tree Wells. In connection with the development of any Lot for residential purposes, or the construction of improvements thereon, reasonable care shall be used to

preserve and retain as many trees as is reasonably possible. No excavation, fill, removal, or cutting of trees shall be performed in violation of law or of this Declaration. Any trees planted in the right-of-way by the Developer have been planted in compliance with the applicable Code and no person may remove any such tree from the right-of-way. Additionally, Developer may be required to construct tree wells and plant trees therein. Maintenance of trees and tree wells shall be the sole responsibility of the Owner of the Lot upon which the tree well has been installed. In the event a tree well is built upon a property line, then the Owner of each Lot upon which the tree well has been installed shall have equal responsibility to maintain the tree and tree well located on the property line.

Section 13. Fences, Walls, and Hedges. All fences, walls and hedges shall be subject to the prior written approval of the ACC with respect to location, height, materials, style and finish, and shall comply with all governmental requirements. Fences shall be erected so that the posts shall be placed on the inside of the fence, and the side without any supports shall face out from the Lot. No fences may be erected, placed or maintained on any Lot unless approved in writing in advance by Declarant or the ACC, even if in strict conformance with the requirements of the Project Documents. No fences shall be higher than six feet (6'). All fences shall be black aluminum or PVC which is tan in color, or of material designated by the Declarant from time to time. No chain link fence shall be placed on or permitted to remain on any Lot or any part thereof. Each fence which is built as part of the original construction of the improvements upon the Lot(s) or placed by the Declarant on the dividing lines between the Lots shall be treated in law as if it were a party wall; and no such fence shall be deemed to be an encroachment and the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto. The reasonable cost of repair and maintenance of a fence shall be shared equally by the Lot Owners whose property is contiguous to the fence. Additionally, the following rules with respect to fences, walls and hedges shall apply:

(a) If a fence, wall or hedge is destroyed or damaged by fire, windstorm or other casualty, then (i) if the fence, wall or hedge was installed by Declarant or the Association and is not located on any Lot or between adjacent Lots, the Association shall restore and repair such fence, wall or hedge at its expense; (ii) if the fence, wall or hedge was installed by Declarant or the Association and is located between adjacent Lots, the Owners who own the adjacent Lots shall restore or repair it, and they shall each equally share in the cost of such restoration and repair of the fence, wall or hedge; and (iii) if the fence, wall or hedge was installed by an Owner, then such Owner shall restore and repair such fence, wall or hedge at its expense, without any contribution from the Owner of any adjacent Lot or the Association.

(b) All repairs to any fence, wall or hedge shall be made using materials which are of like grade, quality, material, color, finish and workmanship as that which was provided by the Declarant at the time of conveyance of the Lot to the Owner of such Lot, or as approved by the ACC if the fence was originally constructed by someone other than the Declarant.

(c) Any replacement fence or wall shall be painted the color as that which was provided by Declarant to the Owner(s) of the Lot(s) contiguous to the fence, or the same color as was

approved by the ACC if the fence was originally constructed by someone other than the Declarant.

(d) Notwithstanding the above, an Owner of a Lot who by his or her negligent or willful act causes damage to or the destruction of a fence shall pay the entire cost of repair or replacement of the damaged portion.

(e) All fences approved by the ACC located within any portion of the Property designated as a Drainage Easement or Drainage Utility Easement shall meet the following criteria:

(i) All Owners of the Property will, in perpetuity, be solely responsible for all costs related to removal and replacement of the fence in the event the City, SJRWMD, Declarant, the Association or any vendor of the Association requires access to the drainage easement.

(ii) All Owners of the Property will, in perpetuity, indemnify, defend, and hold harmless the City, SJRWMD, Declarant, the Association and any vendor of the Association in the event the fence must be removed or is damaged in the course of access to or maintenance of the drainage easement.

(iii) All Owners will, in perpetuity, at all times assume all risks of and indemnify, defend and hold harmless the City, SJRWMD, Declarant, the Association and any vendor of the Association from and against all loss, damage, cost or expense arising in any manner as a result of the installation of the fence.

(iv) The fence will be installed a few inches higher than ground level and otherwise designed and installed so as to not impede any flow of water.

(v) The fence will be installed in such a manner as not to interfere nor damage any drainage structure installed within the drainage easement.

(f) Additional fence criteria may be found in the rules and regulations as adopted by the ACC.

Section 14. Sidewalks. Simultaneously with the construction of a dwelling on any Lot, a five (5) foot wide concrete sidewalk shall be installed at the expense of the Residential Unit builder according to the specifications of the City, the line and grade of said sidewalk to be in accordance with the site plan of such Lot approved by the ACC. There is hereby created, declared and reserved for the benefit of the Declarant, the Association and all Owners an easement over, within and upon all sidewalks for the purpose of constructing, installing, maintaining, repairing and replacing from time to time the sidewalk for the Property. All such benefited parties shall have a non-exclusive easement for pedestrian ingress, egress and passage over and upon any sidewalks constructed, installed and maintained within said areas.

Section 15. Commercial Uses. No trade, business, profession or other type of commercial activity shall be carried on upon any Lot unless permitted by the City as a Residential

Unit occupation, except that real estate brokers, Owners and their agents may show dwellings and Lots for sale or lease, and except for commercial uses of the Declarant and any Residential Unit builder, pursuant to Paragraph 25 of this Article.

Section 16. Appearance of Lots. No lot or any part thereof shall be used as a dumping ground for rubbish. Each Lot, whether improvements are or are not located thereon, and whether occupied or not, shall be maintained reasonably clean from refuse, debris, rubbish, unsightly growth and fire hazard. No stripped, unsightly, offensive, wrecked, junked, dismantled, inoperative or unlicensed vehicles or portions thereof, or similar unsightly items; nor any furniture or appliance designed for normal use or operation within (as distinguished from outside of) a dwelling shall be parked, permitted, stored or located upon any Lot in any such manner or location as to be visible from the streets or neighboring Lots.

However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal services, if placed in a neat and sanitary container to be placed at curbside no earlier than twelve (12) hours of expected removal. Containers shall be removed within twelve (12) hours of pick up and shall be stored inside the garage or kept out of sight from the street. No lumber, brick, stone, cinder block, concrete or other building materials, mechanical devices or any other thing used for building purposes shall be stored on any Lot, except for the purpose of construction on such Lot and shall not be stored on such Lot for longer than the length of time reasonably necessary to complete the construction of the improvement for which same is to be used.

Section 17. Flags. Display of flags is permitted on Lots only as and to the extent expressly permitted pursuant to this Section 17 and the ACC guidelines attached hereto as Exhibit "F" and as may be amended from time to time, though in no event shall any guideline or restriction conflict with the provisions of Section 720.304(2)(b), Florida Statutes (2016). Each Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which flag represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag.

Section 18. Parking. Parking of Vehicles (as defined in Section 19) is prohibited in the front yard of Lots except on a driveway. Parking of Vehicles on public rights-of-way is governed by applicable provisions of the City Code of Ordinances. Parking of any inoperable Vehicle anywhere on a Lot (other than in an enclosed garage) is prohibited. All Owners shall use at least one (1) space in their respective garage for the parking of a Vehicle. No part of any Vehicle may be parked over any part of a sidewalk because such parking may impede use of the sidewalks, particularly by pedestrians with disabilities. The provisions of this Section shall not apply to (a) Vehicles that are exempt from this Section under applicable law, (b) Vehicles of Declarant or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property, or (c) Vehicles used by the Association in repairing, maintaining and replacing the Common Areas and all Improvements thereon, or in performing all other rights, duties and obligations of the Association under this Declaration. The Declarant, and after turnover, the

Association, shall have the right from time to time to promulgate new and/or amend rules regulating parking within the Property. All such amendments or new rules, if any, when amended or promulgated, shall have the same force and effect as if contained in this Declaration.

Section 19. Motor Vehicles.

(A) No automobile, truck, motorcycle, mobile Residential Unit, travel trailer, tent trailer, trailer, camper shell, detached camper, recreational vehicle, all-terrain vehicle, boat trailer, golf cart or other similar equipment or motor vehicle of any kind (collectively, "Vehicles" and individually a "Vehicle") shall be parked, kept, or maintained on the Common Area. Vehicles with a gross vehicle weight rating exceeding 14,500 pounds and designated in a Class 5 or above, and commercial Vehicles are prohibited on the Property unless (i) parked in the rear or side yard of a Lot in a manner that such Vehicles are not Visible from Neighboring Property or (ii) owned by any guest or invitee of any Owner or tenant and parked on a Lot only during such time as the guest or invitee is visiting the Owner or tenant, but in no event shall such a motor Vehicle be parked on a Lot for more than seven (7) days during any six (6) month period of time. Any Vehicle, regardless of size, that is parked in the rear or side yard of any Lot must be parked so as not to be Visible from Neighboring Property.

(B) Except for emergency Vehicle repairs on a Lot, no Vehicle of any kind shall be constructed, reconstructed, or repaired on any Lot (other than in an enclosed garage) or the Common Area. No inoperable Vehicle or Vehicle which because of missing fenders, bumpers, hoods or other parts or because of lack of proper maintenance is, in the sole opinion of the Architectural Committee, unsightly or detracts from the appearance of the Project shall be stored, parked, or kept on any Lot except in an enclosed garage.

(C) No Vehicle with a gross vehicle weight rating exceeding 14,500 pounds and designated in a Class 5 or above, and no commercial Vehicle may be parked on any area in the Project so as to be Visible from Neighboring Property; provided, however, this provision shall not apply to Vehicles that do not exceed 14,500 pounds and are a Class 4 or less which are parked as provided in Section 18 and are used on a regular and recurring basis for transportation. For purposes of this Section, commercial Vehicles shall mean any Vehicle that (i) displays the name, trade name, telephone number or other identifying information of any business or governmental entity or (ii) otherwise bears the appearance of a commercial Vehicle by reason of its normal contents (e.g. trade goods, extensive tools, ladders), as reasonably determined by the Architectural Committee.

(D) The provisions of this Section 19 shall not apply to (a) Vehicles that are exempt from this Section under applicable law, (b) Vehicles operated by delivery, pickup and fire protection services, trash collection and recycling services, ambulance services, police and other authorities of the law, United States Mail carriers, representatives of electrical, telephone, water, cable television and other utilities, persons or companies providing business or commercial services to residents of the Property and the like, while such services are being performed, (c) Vehicles of Declarant or their respective employees, agents, or contractors during the course of construction activities or sales activities upon or about the Property, or (d) Vehicles used by the Association in repairing,

maintaining and replacing the Common Areas and all Improvements thereon, and in performing all other rights, duties and obligations of the Association under this Declaration.

(E) The Association shall have the right to have any Vehicle parked, kept, maintained, constructed, reconstructed, or repaired in violation of the Project Documents towed away at the sole cost and expense of the owner of the Vehicle or equipment. Any expense incurred by the Association in connection with the towing of any Vehicle shall be paid to the Association by the owner of the Vehicle by the Association. If the Vehicle towed is owned by an Owner, then the cost incurred by the Association in towing the Vehicle or equipment shall be assessed against the Owner and his Lot and be payable on demand, and such cost shall be secured by the lien granted to the Association under this Declaration.

Section 20. Initial Construction, Repair and Rebuilding. Construction of any dwelling or other structure or improvement shall be completed within nine (9) months from the commencement of construction thereof. Every building, structure or other improvement, the construction, repair, rebuilding, or reconstruction of which is begun on any Lot, shall be diligently and continuously prosecuted after the beginning of such construction, repair, rebuilding or reconstruction until the same shall be fully completed, except to the extent prevented by strikes, lockouts, boycotts, the elements, war, inability to obtain materials, acts of God and other similar causes.

No building, structure or improvement, which has been partially or totally destroyed by fire or casualty shall be permitted to remain in such state for more than six (6) months from the date of such damage or destruction. If reconstruction or repair of any such building, structure or improvement is not so commenced within six (6) months, the Owner thereof shall raze or remove the same promptly from such Owner's Lot. Any Owner who has suffered damage to his residence by reason of fire or any other casualty may apply to the ACC for approval for reconstruction, rebuilding or repair in a manner which will provide for an exterior appearance and design different from that which existed prior to the date of the casualty.

Section 21. Repainting of Residential Units. If the exterior of any Residential Unit (including trim, doors and garage doors) is repainted, it shall be painted in the same color or as close to the original same color unless an alternative color is approved by the ACC.

Section 22. Window Air Conditioners. Window air conditioning units are not permitted anywhere within the Property.

Section 23. Antennas and Satellite Dishes; Solar Panels. No exterior antennas and no citizen band or short wave antennas or satellite dishes in excess of one meter in diameter shall be permitted on any Lot or improvement thereon, except that Declarant and its affiliates shall have the right to install and maintain community antenna, microwave antenna, dishes, satellite antenna and radio, television and security lines. The location of any approved satellite dish must be approved by the ACC, which may require appropriate screening; provided, however, that the satellite dish shall be allowed in the least obtrusive location where the satellite signal may be received.

No solar heating equipment, panels, collectors, or devices ("Solar Equipment") is permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment which has been approved by the ACC or whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Section 163.04 of the Florida Statutes. To the maximum extent permitted by Section 163.04 of the Florida Statutes, the location, type, and design of all Solar Equipment must be approved by the ACC prior to installation and use of same, which approval, if granted, may require landscape or other screening, in the ACC's determination and reasonable discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the ACC prior to installation and approval. Without limiting, and in addition to the foregoing, Declarant or the ACC may determine the specific location where solar collectors may be installed on the roof of any Dwelling or building within an orientation to the south or within forty five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

Section 24. Basketball Goals, Yard Accessories and Playground Equipment. Except as otherwise required by Law, all yard accessories and play structures shall be located at the side or rear of the Dwelling, except that, in the case of Dwelling(s) on corner Lots, such accessories and structures shall be restricted to the side yard furthest from the side Street and to that portion of the rear yard which is no closer to the side Street than a fence would be permitted to be located by the Local Government. The location of any play structure shall be approved by the ACC prior to location of the structure on a Lot. No permanent basketball goals are permitted. Temporary basketball structures are allowed provided that they meet the following requirements:

- (a) basketball hoops and structures must be well-maintained;
- (b) backboards must be transparent or white, NBA approved, with a limit of two colors of trim;
- (c) nets are limited to white nylon.

Temporary basketball structures shall be placed in the garage or laid down behind a fence when not in use so as not to be seen from the Streets or neighboring Lots. The time of play of basketball shall be limited to reasonable daylight hours.

- (d) Tree houses are prohibited within the Community.
- (e) The ACC may regulate the size and number (which could be zero) of permitted decorative statues or figures, birdbaths, bird houses, lawn ornaments and other yard art.

Section 25. Exemption of Declarant. Nothing contained in this Declaration shall be interpreted or construed to prevent Declarant, or its designated assigns, contractors, or subcontractors, from doing or performing on all or any part of the Property owned or controlled by the Declarant, or its designated assigns, whatever they determine to be reasonably necessary or advisable in connection with the completion of development of the Property and construction of improvements thereto, including, without limitation:

(a) Erecting, constructing and maintaining thereon such structures as may be reasonably necessary for the conduct of Declarant's business of completing the final development and establishing the Property as a residential community and disposing of the same in Lots by sale, lease or otherwise;

(b) Erecting and maintaining such signs thereon as may be reasonably necessary in connection with the sale, lease, or other transfer of any portion of the Property. All provisions of this Declaration in conflict with this Paragraph shall be deemed inoperative as to Declarant and its designated assigns;

(c) Installing or adding to any improvements (including fences, walls or hedges) to the Property determined in the sole discretion of the Declarant, to be in the best interest of the health, safety, or welfare of the Property or the Owners;

(d) Using the Lots and residences erected thereon for sales offices, field construction offices, storage facilities and general business offices;

(e) Maintaining furnished model Residential Units on the Lots which are open to the public for inspection seven (7) days per week for such hours as deemed necessary or convenient by Declarant or designated builder; and

(f) Undertaking all activities which, in the sole opinion of Developer, are necessary for the development and sale of any lands and improvements.

Any rights of Declarant defined in Sections 25 hereof shall terminate when the last Lot in the Property (as it may be expanded from time to time) is sold to an Owner for a residence. It is the express intention of this paragraph that the rights granted herein to maintain sales offices, general business offices, furnished or unfurnished model Residential Units and signs shall not be restricted or limited to Declarant's or builder's sales activity relating to the Property, but shall benefit Declarant or builder in the construction, development and sale of such other property and Lots which Declarant or builder may own. All provisions of this Declaration in conflict with this paragraph shall be deemed inoperative as to Declarant or a designated builder of Declarant.

Section 26. Driveway Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway comprising part of a Residential Unit including, but not limited to, any damage caused by Developer, Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Residential Unit, shall be deemed to have agreed to indemnify, defend and hold harmless the 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 in that portion of the Common Areas, easement area, or in a public right-of-way between the boundary of such Owner's Residential Unit 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 in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

Section 27. Front Doors. The front door of each residence constructed on a Lot shall be maintained in an attractive manner. The original door color shall be maintained unless otherwise approved by the ACC. Storm and screen doors shall not be permitted.

Section 28. Front Yards; Lawns. The front yard of each residence constructed on a Lot shall remain grass, and each Owner is required to maintain such grass, and no front yard shall be paved over (either concrete, asphalt or otherwise), nor covered with rock, gravel or other similar material, unless the initial construction by the Declarant utilizes an alternate plant ground cover due to heavy shade on the Lot. Thereafter the same type of plant ground cover shall be utilized unless otherwise approved by the ACC. Nothing herein shall prohibit an Owner from employing xeriscape, drought resistant types of grass, or "Florida-friendly landscape" as defined in the Florida Statutes.

Section 29. Swimming Pools and Screen Enclosures. In the event any Owner constructs a swimming pool on a Lot, such swimming pool must be entirely in-ground, and the Owner of the Lot must erect a screen enclosure or a fence at least five (5) feet in height around the entire perimeter of that portion of the Lot located behind the house so as to prevent access to such swimming pool. However, this Section shall not create any liability or responsibility on the part of the Declarant or the Association with respect to any claims arising from the lack of a screened enclosure or fence around the existing swimming pool. The term swimming pool shall also include any spa, whirlpool bath, or similar device as determined by the ACC. All porch enclosures must be approved by the ACC and shall (a) be no higher than 12 feet unless otherwise approved by the ACC; and (b) be constructed with bronze aluminum supports with charcoal screen. Screening of entryways and garage doors is not permitted. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Developer, no diving boards, slides, or platforms shall be permitted without the approval of the ACC.

Section 30. Outdoor Clotheslines. No clothesline or similar device shall be erected or installed on any Lot or another part of the Property unless erected or installed in such manner so as not to be visible from the streets within the Property or from any adjoining Lot, including Lots to the rear. This provision shall not be interpreted as a prohibition against clotheslines, but rather as a requirement that they be completely screened so as to not be visible to other Owners.

Section 31. Mining, Wells, Underground Installations. No oil drilling, oil development operations, oil refining, quarrying, or mining operation of any kind shall be permitted upon or in any Lot. No derrick or other structures designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any Lot. No wells, tanks, tunnels, mineral excavation, or shafts shall be installed, erected, maintained, or permitted upon or in any Lot, whether such use is for water, oil or petroleum products, natural gas, propane or any other substance.

Section 32. Garages. The primary use of all garages in the Property shall be for the storage of motor vehicles, and the secondary use of all garages shall include, but not be limited to,

the storage of personal items, such as equipment, tools, holiday decorations, recreational vehicles, etc. All Owners shall use at least one (1) space in their respective garage for the parking of an Vehicle. No garage shall be converted to living area nor used for living area at any time. Any garage of a model Residential Unit that was converted to an office or other living space by the Declarant shall be converted back to a garage upon sale of the model to a Residential Unit owner intending to use the model as a residence. All garage doors facing a street or right-of-way must be closed at all times with the exception of (a) ingress to or egress from the interior of said garage; (b) while performing maintenance on the exterior of the Residential Unit; or (c) while supervising children while playing in the yard.

Section 33. Internal Lakes and Waterbodies. The internal lakes and water bodies within the Property are designed solely for management of storm water runoff and surface waters. As such, they are not designed for, nor are they intended to be used for, aquatic activities. Therefore, use of ponds, lakes, and other waterbodies for boating, fishing, swimming or any other aquatic activity is prohibited. It is possible that effluent water, reclaimed water, or so called "gray water" may be used to fill water bodies and to maintain certain landscaping in the Common Areas. Owners acknowledge that the cost of such water may fluctuate and shall be a Common Expense. Declarant reserves for itself, the Association, and their successors, assigns and designees, the nonexclusive right and easement, but not the obligation, to enter upon any water body located within the Common Areas to: (a) install, operate, maintain and replace pumps to supply irrigation water to the Common Areas; (b) construct, maintain, and repair structures and equipment used for retaining water; (c) maintain such areas in a manner consistent with the Association rules; and (d) replace, remove and/or fill in the water bodies if and to the extent permitted by applicable governmental authorities. Declarant, the Association, and their successors, assigns, and designees shall have an access easement over and across any of the Property abutting or containing water bodies to the extent reasonably necessary to exercise their rights under this Section.

Section 34. Window Treatments. In order to promote uniformity in the exterior presentation of residential structures within the Property, curtains, blinds, and other window treatments, when viewed from the exterior of the residence, shall be white or of a style, color and material that shall be the same or compatible with the outside color and style of the residence. No clothing, bedding or other items shall be hung over any window.

Section 35. Holiday Lights and Other Lighting. Holiday lighting and decoration shall be permitted to be placed upon the exterior portions of a residence and upon the lot in the manner permitted hereunder during a period commencing on Thanksgiving and continuing through January 15 of the following year, after which such lighting shall be removed. Lighting and decoration for any holiday other than that referenced above shall be permitted commencing fifteen (15) days prior to said holiday and continuing for 15 days following said holiday, after which time said lighting and decoration shall be removed. The ACC may establish standards for holiday lights and may require the removal of any lighting that creates a nuisance.

Section 36. Leases. In order to keep the Property from becoming a transient community and to assure enforcement of this Declaration, the following provisions apply to leases of Lots:

(a) Lease of a Lot is not prohibited, provided that any Lease shall comply with the remaining provisions of this Section 36. All leases shall be in writing.

(b) The use of the Common Areas and any recreational facilities is limited to the benefit of one (1) family per residence and grant of such rights to a tenant excludes the right of the Owner to use such Common Areas and recreational facilities during the period of the lease.

(c) The Owner shall be responsible to the Association for compliance by his or her tenant with the terms and conditions of this Declaration.

(d) No more than two (2) leases shall be permitted within a twelve-month period for any one Lot.

(e) The Association shall have the right to collect assessments and other charges of delinquent Owners from such Owners' tenants, as provided by Section 720.3085, Florida Statutes.

Section 37. Minor's Use of Common Areas. Each Owner shall be responsible for all actions of minor children dwelling in and/or visiting his or her Residential Unit. Developer and Association shall not be responsible for any use of the Common Areas by anyone, including minors.

ARTICLE IV

Membership and Voting Rights

Section 1. Membership. Every Owner of a Lot which is subject to assessment shall be a Member of the Association. Membership shall be appurtenant and may not be separated from ownership of any Lot. Notwithstanding anything contained herein to the contrary, pursuant to and consistent with Section 720.317 of the Florida Statutes, electronic voting is permitted as to any matter that requires a vote of the Members.

Section 2. Voting Rights. The Association shall have two (2) classes of voting memberships:

Class A. Class A Members shall be all those Owners, as defined in Section 1, with the exception of the Declarant. Class A Members shall be entitled to one (1) vote for each Lot in which they hold the interest required for membership in Section 1. When more than one person holds such interest or interests in any Lot, all such persons shall be Class A Members, and the vote for such lot shall be exercised as they, among themselves, determine; but in no event shall more than one (1) vote be cast with respect to any such Lot.

Class B. The Class B Member is the Declarant as to the Lots it owns. The Class B membership designation may be assigned to any subsequent lot developer or lot builder, but not to any party intending to reside on the Lot. Each Class B Member shall be entitled to nine (9) votes for every Lot owned. Unless converted earlier and voluntarily by the Declarant, the Class B membership shall cease, and be converted to Class A membership upon the earliest of the following events (the period of time from the date of this Declaration to the date of such event being referred to herein as the “**Class B Control Period**”; the transfer of operation of the Association by the Declarant to Lot Owners other than the Declarant shall be referred to as the “**Turnover**”):

- (a) Three (3) months after ninety percent (90%) of the Lots within the Property (as it may be expanded pursuant to other provisions herein) have been deeded to Owners other than the Declarant;
- (b) When the Declarant elects to convert such membership from Class B to Class A; or
- (c) When required by Section 720.307, Florida Statutes.

ARTICLE V

Covenant for Maintenance and Operation Assessments

Section 1. Purpose of Association. The Association is a Florida non-profit corporation charged with the duties and invested with the powers prescribed by law and set forth in the Project Documents, specifically including all those powers prescribed by Chapters 617 and 720, Florida Statutes, as amended from time to time, which includes, without limitation, the responsibility for

operating the Common Areas, enforcing the Project Documents, and to undertake the other tasks stated in the Project Documents. In addition, the Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System. Maintenance of the Surface Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by SJRWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved in writing by SJRWMD.

Section 2. Creation of the Lien and Personal Obligation for Assessments. The Declarant, for each Lot within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed thereto, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant, and agree to pay the Association, and the Association may levy against the Owner of each Lot, the following assessments and other amounts (hereafter, collectively referred to as “assessments” or “Assessments”):

(a) A “Start-up Assessment” of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) shall be due and payable to the Association upon the acquisition of a Lot by the first Owner thereof other than Declarant, the revenue from which shall be used for annual operating expenses of the Association (exclusive of reserves). The amount of the Start-up Assessment shall be established by the Declarant from time to time, on behalf of the Association;

(b) “Annual Assessments” shall include assessments for the maintenance and operation of the Common Area and which may include such reserves as more fully described in subsection (h) below. Annual Assessments shall also be used for the maintenance and repair of the Surface Water Management System including but not limited to work within retention areas, drainage structures and drainage easements. Annual Assessments shall be collected in periodic payments determined by the Association from time to time, which initially is quarterly;

(c) “Special Assessments” for capital improvements as provided in Section 4 of this Article. Such assessments shall be for those purposes stated hereinafter and shall be fixed, established and collected from time to time as hereafter provided;

(d) “Specific Assessments” for maintenance obligations of Owners or other expenses incurred by the Association on behalf of an Owner as elsewhere provided for in this Declaration;

(e) A “Resale Assessment” of One Thousand Two Hundred Fifty and No/100 Dollars (\$1,250.00) shall be due and payable to the Association upon all succeeding conveyances of a Lot, due at the closing of the resale, the revenue from which shall be used by the Association to offset administration costs in connection with the change in membership as well as pay operating or any other expenses of the Association. The amount of the Resale Assessment shall be established by the Association from time to time.

(f) other assessments as provided for elsewhere in this Declaration.

(g) Interest on unpaid assessments, reasonable attorneys' fees, and the costs and expenses of collection of unpaid assessments, are deemed part of, and included within the term "assessments" as used herein.

(h) the Association may collect, as part of the Annual Assessment, monies to fund reserves for deferred expenditures, including, but not limited to monies for capital expenditures and deferred maintenance. The Declarant may choose to establish or not to establish reserve accounts in its initial budget for the Association, within its sole discretion. The Association may choose to establish reserves or waive the funding of reserves in accordance with, and subject to, the provisions of Section 720.303(6) Florida Statutes.

The Annual Assessment, Special Assessment, Specific Assessment, Resale Assessment, and other assessments, together with interest thereon, late fees and costs of collection of same, including attorneys' fees, shall be a charge on each Lot and shall be a continuing lien upon the Lot for the assessments and the costs of collection of the same, including reasonable attorneys' fees, and shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due.

Annual and Special Assessments shall be at a uniform rate per Lot and may be collected on a monthly, quarterly or yearly basis, as directed by the Association.

The Start-Up Assessments shall be in the amount determined by the Declarant from time to time, and Resale Assessments shall be in an amount as determined by the Association from time to time, and each such assessment shall be uniform within the Property, until changed by the Declarant or the Association, as the case may be.

Specific Assessments shall be in the amounts as elsewhere provided in this Declaration.

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to (i) fund the operations of the Association as elsewhere provided in this Declaration and the Articles of Incorporation, (ii) promote the health, safety and welfare of the residents in the Property, (iii) for the improvement, repair, replacement and maintenance of the Common Area including, but not limited to, payment for operation and maintenance of improvements to the Common Area, the costs of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, and (iv) for such other purposes as are permissible activities of the Association and undertaken by it as set forth in this Declaration.

Section 4. Special Assessments for Capital Improvements. In addition to the Annual Assessment the Association may levy, in any assessment year, a Special Assessment, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair or replacement of any capital improvement. Except as hereafter stated, the Association may not expend funds from a Special Assessment for capital improvements without the prior approval of at least two-thirds (2/3) of those Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present. If the Special Assessment is for: (i) the replacement or repair of items installed by a

Declarant as part of its development of the Property, if any; or (ii) the repair and replacement of any personal property related to the Common Areas, the approval of a simple majority of the Members entitled to vote in person or by proxy thereon at a meeting at which a quorum is present shall be sufficient to approve such Special Assessment.

Section 5. Specific Assessments. Specific Assessments may be levied against individual Lots to permit the Association to recover the cost and expense of performing maintenance obligations on the Lots, or to recover other expenses that the Association is permitted to recover from individual Lot Owners which are not part of the Annual, Special, Start-up or Resale Assessments. In connection with maintenance obligations, the Association shall provide two (2) written notices to an Owner regarding a maintenance obligation. In the event an Owner shall fail to perform any lawn and landscaping maintenance, or any exterior repair or replacement as required by Article III, Section 17, by the cure period outlined in the second written notice, the Association may enter upon such Lot and have such work performed, or correct the violation. All costs thereof, including attorneys' fees and other legal costs incurred, shall be specifically assessed against such Lot, regardless of whether or not legal action is initiated against the Owner of said Lot, which assessment shall be secured by a lien as set forth in Article V, Section 2 of this Declaration.

Section 6. Other Assessments. Any and all accrued, liquidated indebtedness of any Owner to the Association arising under the provision of this Declaration, or by contract expressed or implied, or because of any act or omission of any Owner or person for whom such Owner is responsible and including any attorneys fees incurred to collect same, also may be assessed as a Specific Assessment by the Association against such Owner's Lot after such Owner fails to pay it within thirty (30) days after written demand.

Section 7. Date of Commencement of Assessment; Due Dates.

(a) The Annual Assessments provided for herein shall commence on the date that a Lot is sold by Declarant to a third-party Residential Unit buyer, as indicated by the date of the deed of conveyance. The Annual Assessment shall initially be payable in quarterly installments due on the first day of January, April, July and October.

(b) Start-up Assessments and Resale Assessments shall be due and payable at the closing of the Lot sale.

(c) Special Assessments and Specific Assessments shall be due when determined by the Board of Directors in the resolutions adopting the assessments.

Section 8. Duties of the Association Regarding Assessments. The Association shall fix the amount of assessments against each Lot and shall set the date of commencement for each assessment period at least thirty (30) days in advance of such date or period, and shall, at that time, prepare a roster of the property and assessments, applicable thereto, that shall be kept on file in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall thereafter be sent to every Lot Owner subject thereto.

The Association shall, upon demand at any time, furnish to any Owner, a certificate in writing signed by an Officer of the Association setting forth whether said assessments have been paid as to any particular Lot. This certificate shall be conclusive evidence of payment of any assessment, due to the Association, which is stated therein to have been paid. The Association may charge reasonable fees to provide such certificates.

Section 9. Amount of Assessments.

(a) The initial Annual Assessment shall be established by the Association and shall commence with the conveyance of the first Lot to a Class A Member and shall remain in effect until January 1 of the year immediately following the conveyance of the first Lot to a Class A Member.

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

(c) The Association shall, after consideration of current maintenance costs and future needs of the Association, fix the actual assessment for each year in an amount determined to be in the best interest of the Association. The assessment for each Lot owned by a Class A Member shall be equal to the assessment for each other Lot owned by a Class A Member. The amount shall be an amount equal to a fraction of the total assessment budget, where the numerator is one and the denominator is the total number of Lots in the Property in accordance with the recorded Plat or Plats thereof.

(d) Special Assessments, as described herein may be made by the Association only by same vote and quorum requirements as is described in subsection (b) above of this Section 9.

(e) The Declarant shall have the option to be exempt from payment of annual Assessments on Lots owned by the Declarant, subject to the provisions of Section 9(f) below. If a Lot ceases to be owned by Declarant and therefore becomes subject to assessment during the period to which an annual Assessment is attributable, the Assessment shall be prorated based on the basis of the number of days in the assessment period that the Lot is not owned by Declarant.

(f) The Association shall not be obligated to spend in any year all the Assessments and other sums received by it in such year, and may carry forward as surplus any balances remaining, including, but not limited to using such surplus to fund reserves. The Association shall not be obligated to reduce the amount of the Annual Assessment in the succeeding year if a surplus exists from a prior year, and the Association may carry forward from year to year such surplus as the Board in its discretion may determine to be desirable for the greater financial security of the Association and the accomplishment of its purposes.

Section 10. Effect of Nonpayment Assessment; Remedies of Association.

(a) If the assessments are not paid within ten (10) days after the date when due (being the dates specified in Sections 6 and 7 hereof), then such assessment shall become delinquent and shall, together with such interest and late fees thereon and the costs of collection thereof, including attorneys' fees, as hereafter provided, thereupon become a continuing lien on the property so assessed, which shall bind such property in the hands of the then Owner, his heirs, devisees, personal representatives, successors and assigns.

(b) Any assessment not paid within ten (10) days after the date when due, shall bear interest from the date when due at the rate of eighteen percent (18%) per annum, provided, however, in no event shall this interest rate exceed the maximum allowable by law.

(c) The Association may bring an action at law against the Owner personally obligated to pay the same or may record a claim of lien against the Lot and may foreclose the lien against the Lot (after having given the Owner forty-five (45) days prior notice as provided in Section 720.3085, Florida Statutes), or pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment, and recoverable by the Association, a late fee of twenty-five dollars (\$25.00), and the costs of collection of same, including, but not limited to, reasonable attorneys' fees and the costs of preparing and filing the claim of lien and the complaint in any such action. Additionally, in the event that a judgment is obtained, such judgment shall include interest on the assessment as provided hereinabove and costs of collection and reasonable attorneys' fees. Attorneys' fees, as provided for herein, shall include attorneys' fees incurred in any appeal of such action, to be fixed by the court, together with the costs of the action. All funds received by the Association shall be applied to an Owner's account in the following order: (1) accrued but unpaid interest, (2) late fees, (3) fines, (4) attorneys fees and related costs, and (5) delinquent assessments.

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

(d) No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment of his Lot. It shall be the legal duty and responsibility of the Association to enforce the timely payment of the assessments.

(e) In addition to the rights of collection of assessments stated in this Section, any and all persons acquiring title to, or an interest in, any Lot as to which the assessment is delinquent, including, without limitation, persons acquiring such interest by operation of law and by judicial sale, shall not be entitled to the enjoyment of the Common Area, until such time as all unpaid and delinquent assessments due and owing from the selling Owner have been fully paid.

Section 11. Priority of Lien and Subordination of the Lien to Mortgages and Tax Liens. The lien of the assessments provided for herein shall relate back to, and become effective as of, the date that this Declaration was recorded in the public records. Notwithstanding the foregoing priority, the lien of the assessments provided for herein shall be subordinate to any ad valorem tax lien and to the lien of any first mortgage encumbering any Lot. Subsequent owners of Lot, regardless of how title was acquired, shall be jointly and severally liable with the previous Owner for all unpaid assessments which became due prior to acquisition of the Lot, pursuant to Section 720.3085, Florida Statutes. This liability is without prejudice to any right the present Owner may have to recover any amounts paid by the present owner from the previous owner. Notwithstanding anything to the contrary contained in this Section, the liability of a First Mortgagee, or its successor or assignee as a subsequent holder of the first mortgage who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure, for the unpaid assessments that became due before the mortgagee's acquisition of title, shall be limited as and to the extent provided by Section 720.3085, Florida Statutes, as amended from time to time. In the case of co-ownership of a Residential Unit, all of such co-owners shall be jointly and severally liable for the entire amount of the Assessments.

Any unpaid assessment that cannot be collected as a lien against a Lot by reason of the provisions of this Section 11 shall be deemed to be an assessment divided equally among, payable by, and a lien against all Lots subject to the jurisdiction of the Association, including the Lot as to which the foregoing, or conveyance in lieu of foreclosure, took place.

Section 12. Residential Homesteads. To the fullest extent permitted by Law, any Assessment Lien shall be prior to and superior in dignity to the Owner's homestead status.

Section 13. Trust Funds. The entire amount of all regular and special assessments collected by the Association shall be held by the Association in trust for the Owners of all Lots, as their interest may appear, until disbursed as contemplated herein for the purposes for which the assessments were collected.

Section 14. Special Taxing Districts. In the event that a Special Taxing District is established to provide any services currently rendered by, or which are the responsibility of, the

Association, these covenants and conditions shall no longer be of any force and effect as to any such services provided by said Special Taxing District, provided, however, the covenants and conditions set forth herein shall continue to bind and run with the lands as to all of the Property for services not provided by said Special Taxing District. If said Special Taxing District is terminated for any reason, these covenants and conditions shall thereupon apply in full force and effect as if said Special Taxing District had never been created. Each Owner, by acceptance of a deed with respect to such Owner's Lot, consents to the formation and operation of any special taxing district.

Section 15. Fines. Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's tenants, guests and invitees, or both, or use the Common Areas and/or common services including, but not limited to, cable services, and/or other services which are paid through Common Expenses, 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 SJRWMD.

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

(b) Unless otherwise permitted by Florida law, no fines or suspensions may be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) persons (the "Violations Committee") appointed by the Board who are not officers, directors or employees of Association, or the spouse, parent, child, brother, sister of an officer, director or employee. If the Violations Committee does not by a majority vote approve a fine or suspension the same may not be imposed. The written notice of violation shall be in writing to the Owner, tenant, guest or invitee and detail the infraction or infractions. Included in the notice shall be the date and time of the hearing of the Violations Committee.

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

(d) The Violations Committee may impose 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 Specific Assessment. All monies received from fines shall be allocated as directed by the Board of

Directors. **FINES MAY EXCEED \$1,000.00 AND BECOME LIENS AGAINST A LOT IN ACCORDANCE WITH SECTION 720.305, FLORIDA STATUTES.**

Section 16. Right of Association to Evict Tenants, Occupants, Guests and Invitees.

With respect to any tenant or any person present in any Residential Unit or any portion of the Project than an Owner and the members of his/her immediate family permanently residing with him/her in the Residential Unit, if such person shall violate any provision of the Project Documents or shall create a nuisance or an unreasonable and continuous source of annoyance to a resident of the Project in Association's sole discretion, or shall willfully damage or destroy any of the Common Areas or personal property of Association, then upon written notice by Association, such person shall be required to immediately leave the Project and if such person does not do so, Association shall be authorized to commence an action to evict such tenant or compel such person to leave the Project and, where necessary, to enjoin such person from returning. Any expense incurred by Association in connection with any such action including, without limitation, attorneys' fees, shall be charged by Association to the applicable Owner of such Residential Unit as a Specific Assessment.

ARTICLE VI

Architectural Control

Section 1. Architectural Control Committee. In order to assure that the residences and other buildings, structures, and improvements in the Property will be constructed in a manner to preserve a uniformly high standard of construction quality, and in order to create, maintain and preserve an attractive, unique and exclusive residential subdivision, with harmony in design and location in relation to surrounding buildings, improvements and topography, and with homogeneity in density, size, and materials of the structures, and appearances of all buildings, structures and improvements on any Lot, there is hereby created an Architectural Control Committee (the "ACC"). Initially, the Declarant shall appoint the members of the ACC. At such time as the Declarant (or any successor to Declarant) no longer owns any Lots within the Property for sale to residential customers, the powers and duties of the ACC shall immediately vest in and be assigned to the Association, and the ACC shall thereafter exist as a committee of the Association under the control of the Association's Board of Directors. The ACC shall be contacted through the Association's property manager, or if there is no property manager, through the President of the Association.

Section 2. Purpose and Powers of the ACC.

(a) The ACC shall have the power to regulate all of the construction and architectural matters described in this Article VI. The power to regulate shall include the power to prohibit those buildings, structures, improvements or landscaping plan (including additions, changes, and modifications thereto) deemed inconsistent with the provisions of the Declaration, or the aesthetic scheme, design or quality intended to be created and preserved hereby, or in maintaining the value and desirability of the Property, as a residential community with exclusive, unique and desirable aesthetic qualities.

(b) No building, structure, improvement (including swimming pools and screened enclosures) or landscaping plan, shall be erected, constructed, placed or altered on any Lot until the Owner of the Lot shall submit in duplicate complete plans and specifications for such building, structure, improvement or landscaping plan and a detailed site plan showing its proposed location, and the ACC shall have approved such plans and specifications and detailed site plan, in writing. This approval procedure shall also apply to the installation of any object within a front, side or rear yard, and shall include, but not be limited to, fountains, pottery, landscaping, landscape curbing, signage, or other forms of yard art. The approval of said plans, specifications and detailed site plan by the ACC may be withheld not only because of the noncompliance with any of the specific easements, covenants, conditions and restrictions of this Declaration, but also by reason of the reasonable dissatisfaction of the ACC with any other aspect of such plans and specifications, including but not limited to compliance with this Declaration, the landscaping or grading plan, the proposed location of the structure with respect to topography and finished grade elevations, the quality of workmanship and materials, the type of materials, the color scheme, finished design, proportions, architecture, style, shape, height, size, style or appropriateness of the proposed buildings, structures or improvements located or to be located upon the Property, including the height, kind and appearance of fences, walls, and excavation or fill, change in appearance, drainage

or terrain, planting, utility installation and any other physical change or improvement to any Lot, the size, location and materials to be used in the construction of the walks and drives, and the sizes and species of landscaping materials, all of which are included within the definition of "improvements" as such word is used herein.

(c) It is the intention of this provision to vest in the ACC the right, power and authority to regulate the appearance of the buildings, structures, improvements and landscaping plan to be located upon each Lot, for the purposes herein set forth. Upon completion of any building, structure, improvement or landscaping plan in accordance with the plans, specifications and detailed site plan as approved by the ACC, no changes, alterations, additions, reconstruction or attachments of any nature whatsoever shall be made to the exterior of the building, structure, improvement, or landscape plan, including that portion thereof not actually occupied by the improvements thereon, unless the same are identical to the original work without the ACC's prior written approval in the manner above provided.

(d) All of the foregoing approvals of the ACC shall not be unreasonably withheld so long as such original plans, specifications and detailed site plans of such change, alteration, addition, reconstruction or attachment, as the case may be, conforms substantially to, and is in harmony with, the creation and preservation of the general plan of development intended to be created and preserved by this Declaration. This Article VI applies to all Owners, including any Residential Unit builder other than Declarant and affiliates of Declarant. Declarant and affiliates of Declarant are exempt from the provisions of this Article VI.

Section 3. Exculpation of ACC. Members of the ACC cannot and shall not be held responsible, or be liable to any person whomsoever, in any manner whatsoever, for any loss or damages arising out or resulting from the approval, the failure or refusal to approve, or the disapproval of, any plans and specifications or site plans, or for any errors in structure, design or any non-conformance with applicable building codes or local laws or regulations in the plans and specifications or site plan, nor for any defect in design or construction of any building, structure or improvement constructed in accordance with any such plans, specifications or site plan.

Section 4. Submission of Plans and Specifications for Review by ACC.

(a) An Owner desiring to make any improvement to the Property governed by this Article V I shall submit plans, specifications and detailed site plans for the improvement in sufficient detail as may be required from time to time by the ACC to meet the review criteria of this Article VI. Plans, specifications, and detailed site plans shall be submitted to the ACC in the number reasonably required by the ACC from time to time. The Association may charge a reasonable fee for reviewing plans, specifications and detailed site plans, which may include the cost to have the submitted materials reviewed by an architect or engineer. If requested by the submitting Owner, the ACC shall issue a receipt to any Owner that plans, specifications and detailed site plans have been submitted to the ACC for review.

(b) The ACC may approve, disapprove, or approve with conditions, any submittal made under this Article VI. Approval, disapproval or conditional approval shall be endorsed upon the plans, specifications, and details site plan submitted by the Owner, and shall be further evidenced by a written instrument executed and acknowledged by the ACC. Such written instrument accompanied by one set of the endorsed submitted documents, shall be returned, to the applicant within thirty (30) calendar days after submission by the Owner. If the ACC does not take action to either approve or disapprove the submission within such thirty (30) day period, the request shall be deemed disapproved. One set of plans, specifications and detailed site plan as finally approved shall be retained by the ACC for its permanent records.

Section 5. Governmental Approval. Each Owner acknowledges and agrees that ACC approval, as discussed herein, shall not be deemed to constitute an approval by any governmental authority, nor shall it relieve any Owner of the obligation to obtain necessary governmental approvals at such Owner's sole cost and expense. Additionally, in the event any governmental authority denies an Owner's application for a permit or otherwise in connection with planned alterations or improvements, such denial shall prohibit construction of such improvements (regardless of whether the ACC has previously approved the Owner's planned alterations or improvements by certificate or otherwise). Decisions of the ACC with respect to architectural control shall be based upon proposed improvements being consistent with the overall aesthetics and master plan of the Project and such decisions shall not be deemed a waiver of an Owner's obligation to comply with state and local codes and/or ordinances. In the event that any Owner, with or without ACC approval, constructs any improvements or makes any changes to his or her Residential Unit without the required governmental permits or approvals, such Owner shall be solely liable for all fines and/or citations imposed by any governmental authority and shall further bear all costs in connection with the removal, repair or reconstruction of improvements required by such governmental authority. In addition, to the extent an Owner fails to obtain governmental permits and/or approvals prior to constructing improvements which require the same, or if any governmental entity requires the repair, removal or reconstruction of any improvements, Association shall be permitted to cause such Owner to repair, remove or reconstruct any unapproved improvement at the Owner's sole and absolute cost, and in the event such Owner fails to remove the same within a reasonable time, Association may, but shall not be obligated to remove the improvement and charge all costs in connection with the same to the Owner as an Specific Assessment. Each Owner further agrees to remise, release, acquit, satisfy, and forever discharge Developer and Association of and from all, and all manner of, action and actions, cause and causes of action, suits, debts, sums of money, accounts, bills, covenants, controversies, agreements, promises, damages (including consequential, incidental, punitive, special or other), judgments, executions, claims, liabilities and demands, whatsoever, at law and in equity (including, but not limited to, claims founded on tort, contract, contribution, indemnity or any other theory whatsoever) in any way related to any construction of any requested improvements due to any defects to the marketability, ability to obtain a loan, and/or insurability of a Residential Unit caused therefrom; any encroachment caused by requested improvements; and/or the repair, reconstruction or removal of the improvements as required by any governmental or court action.

ARTICLE VII

Insurance and Condemnation

Section 1. Scope of Coverage. Commencing not later than the time of the first conveyance of a Lot to a person other than the Declarant, the Association shall maintain, to the extent reasonably available, the following insurance coverage:

(a) Property insurance on the Common Area insuring against all risk of direct physical loss, insured against in an amount equal to the maximum insurable replacement value of the Common Area, as determined by the Board; provided, however, that the total amount of insurance after application of any deductibles shall not be less than one hundred percent (100%) of the current replacement cost of the insured Property, exclusive of land, excavations, foundations and other items normally excluded from a property policy;

(b) Comprehensive general liability insurance, including medical payments insurance, in an amount determined by the Board, but not less than \$1,000,000.00. Such insurance shall cover all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Area, and shall also include hired automobile and non-owned automobile coverage with cost liability endorsements to cover liabilities of the Owners as a group to an Owner and provide coverage for any legal liability that results from lawsuits related to employment contracts in which the Association is a party;

(c) Workmen's compensation insurance to the extent necessary to meet the requirements of the laws of Florida;

(d) Such other insurance as the Association shall determine from time to time to be appropriate to protect the Association or the Owners, specifically including, but not limited to directors' and officers' liability insurance for the directors and officers of the Association, as well as similar liability insurance covering other functionaries of the Association (such as but not limited to members of Committees) in form and amounts as may be deemed advisable by the Board of Directors; and

(e) The insurance policies purchased by the Association shall, to the extent reasonably available, contain the following provisions:

(i) There shall be no subrogation with respect to the Association, its agents, servants, and employees, with respect to Owners and members of their household;

(ii) No act or omission by any Owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery on the policy;

(iii) The coverage afforded by such policy shall not be brought into contribution or proration with any insurance which may be purchased by Owners or their mortgagees or beneficiaries under deeds of trust;

(iv) A "severability of interest" endorsement which shall preclude the insurer from denying the claim of an Owner because of the negligent acts of the Association or other Owners;

(v) The Association shall be named as the Insured; and

(vi) For policies of hazard insurance, a standard mortgagee clause providing that the insurance carrier shall notify the first mortgagee named in the policy at least thirty (30) days in advance of the effective date of any substantial modification, reduction or cancellation of the policy.

(vii) If any building or other vertical Improvement in the Common Area is located in an area identified by the Secretary of Housing & Urban Development as an area having special flood hazards, a policy of flood insurance on such portion of the Common Area must be maintained in the lesser of one hundred percent (100%) of the current replacement cost of the building or Improvement and any other property covered by the required form of policy or the maximum limit of coverage available under the National Insurance Act of 1968, as amended; and

(viii) "Agreed Amount" and "Inflation Guard" endorsements.

Section 2. Certificates of Insurance. An insurer that has issued an insurance policy under this Article shall issue certificates or a memorandum of insurance to the Association and, upon request, to any Owner or its mortgagee. Any insurance obtained pursuant to this Article may not be cancelled until thirty (30) days after notice of the proposed cancellation has been mailed to the Association, each Owner and each mortgagee to whom certificates of insurance have been issued.

Section 3. Fidelity Bonds.

(a) The Association shall maintain blanket fidelity bonds for all officers, directors, trustees and employees of the Association and all other persons handling or responsible for funds of or administered by the Association, including, but without limitation, officers, directors and employees of any management agent of the Association, whether or not they receive compensation for their services. The total amount of fidelity bond maintained by the Association shall be based upon the best business judgment of the Board, and shall not be less than the greater of (i) the amount equal to one hundred percent (100%) of the estimated annual operating expenses of the Association, (ii) the estimated maximum amount of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond, (iii) the sum equal to three (3) months annual Assessments on all Lots. Fidelity bonds obtained by the Association must also meet the following requirements:

(i) The fidelity bonds shall name the Association as an obligee;

(ii) 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 "employees" or similar terms or expressions; and

(iii) The bonds shall provide that they may not be canceled or substantially modified (including cancellation from non-payment of premium) without at least ten (10) days prior written notice to the Association.

(b) The Association shall require any management agent of the Association to maintain its own fidelity bond in an amount equal to or greater than the amount of the fidelity bond to be maintained by the Association pursuant to subsection (a) of this Section. The fidelity bond maintained by the management agent shall cover funds maintained in bank accounts of the management agent and need not name the Association as an obligee, but the management agent shall deliver to the Association upon request, from time to time, a copy of its fidelity bond then in effect.

Section 4. Payment of Premiums. The premiums for any insurance obtained by the Association pursuant to this Article shall be a Common Expense included in the budget of the Association and shall be paid by the Association.

Section 5. Insurance Obtained by Owners. Each Owner shall be responsible for obtaining property insurance for his own benefit and at his own expense covering his Lot, and all Improvements and personal property located thereon. Each Owner shall also be responsible for obtaining at his expense personal liability coverage for death, bodily injury, or property damage arising out of the use, ownership, or maintenance of his Lot.

Section 6. Payment of Insurance Proceeds. With respect to any loss to the Common Area covered by property insurance obtained by the Association in accordance with this Article, the loss shall be adjusted with the Association and the insurance proceeds shall be payable to the Association and not to any mortgagee. Subject to the provisions of this Article, the proceeds shall be disbursed for the repair or restoration of the damage to Common Area.

Section 7. Repair and Replacement of Damaged or Destroyed Property. Any portion of the Common Area damaged or destroyed shall be repaired or replaced promptly by the Association unless (i) repair or replacement would be illegal under any state or local health or safety statute or ordinance, or (ii) Owners owning at least eighty percent (80%) of the Lots vote not to rebuild. No mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or replaced. The cost of repair or replacement in excess of insurance proceeds and reserves shall be paid by the Association. If the entire Common Area is not repaired or replaced, insurance proceeds attributable to the damaged Common Area shall be used to restore the damaged area to a condition which is not in violation of any state or local health or safety statute or ordinance and the remainder of the proceeds shall be added to the Association's reserve fund or used for such other purposes as the Board shall determine.

Section 8. Condemnation. Any conveyance in lieu of and under threat of condemnation must be approved by (i) at least two-thirds (2/3) of the Board and (ii) the Declarant so long as the Declarant owns any property subject to this Declaration or which may become subject to this Declaration. The award made for such taking shall be payable to the Association as trustee for all Owners to be disbursed as follows:

If the taking involves a portion of the Common Area on which Improvements have been constructed, then, unless within sixty (60) days after such taking the Declarant (so long as the Declarant owns any property which is or may become subject to this Declaration) and at least two-thirds (2/3) of the Board shall otherwise agree, the Association shall restore or replace such Improvements so taken on the remaining land included in the Common Area to the extent lands are available therefor, in accordance with plans approved by the Board and applicable governmental authorities. If such Improvements are to be repaired or restored, the above provisions in Article X hereof regarding the disbursement of insurance proceeds shall apply. If the taking does not involve any Improvements on the Common Area, or if there is a decision made not to repair or restore, or if there are net funds remaining after any such restoration or replacement is completed, then such award or net funds shall be disbursed to the Association and used for such purposes as the Board shall determine.

ARTICLE VIII

General Provisions

Section 1. Duration. The covenants and restrictions of this Declaration, and any supplemental declaration, shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Declarant, the ACC, the Association, or the Owner of any land subject to this Declaration or any supplemental declaration, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless terminated at the end of any such period by a vote of at least seventy-five percent (75%) of each class of voting members. This and any supplemental declarations may be amended as provided in Section 5 of this Article.

Section 2. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as a Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement.

(a) These covenants and restrictions may be enforced by the Declarant, the ACC, the Association or any Owner and (with respect to obligations herein involving the Surface Water Management System) and the SJRWMD. Enforcement shall be by any proceeding at law or in equity against any person violating or attempting to violate any covenant or restriction, either to restrain the violation or to recover damages and against the land to enforce any lien created by these covenants. Failure of any party to enforce any covenant or restriction herein contained shall, in no event, be deemed to be a waiver of the right to do so thereafter. In the event legal action is taken to enforce or interpret this Declaration, the prevailing party shall be entitled to recover the costs of such action, including reasonable attorneys' fees and the costs and expenses of litigation, whether incurred in mediation, arbitration, prior to trial, at trial, in bankruptcy or creditor's rights proceedings and estate proceedings and including appeals from rulings of lower tribunals. If any such action is

brought by any Owner against any other Owner, neither the Declarant nor the Association shall have any obligation to indemnify or reimburse either party to such action.

(b) In addition to the forgoing enforcement rights, and subject to notice and hearing as may be required by law, the Association shall have the right (i) to suspend any Owner's right to use the Common Area and any recreational facilities located thereon for a period not to exceed sixty (60) days for any infraction of this Declaration or the Association's rules and regulations or in the event any Owner shall be more than ninety (90) days delinquent in payment of assessments; and (ii) to fine an Owner, tenant, guest, or invitee of an Owner, not to exceed the maximum amount allowed by law, from time to time. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing in accordance with Florida Statute 720.305 and a fine may exceed \$1,000.00 and become a lien against a Lot.

(c) SJRWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

Section 4. Severability. Invalidity of any one provision of this Declaration by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

Section 5. Amendment.

(a) Declarant, its successors and designated assigns, reserves the right, prior to Turnover, to amend, modify or grant exceptions or variances from any of the Covenants without notice to or approval by other Lot Owners, provided that such amendments, modifications, exceptions or variances shall be substantially consistent with the general uniform plan of residential development and Section 720.3075, Florida Statutes, as amended. Any amendment of this Declaration by the Declarant shall be by written document signed by the Declarant and recorded among the Official Records of Seminole County, Florida.

(b) At any time, this Declaration may be amended by an instrument signed by the Association with the approval of at least two-thirds (2/3) of the voting members. Prior to Turnover, no such amendment shall be effective without the Declarant's prior written consent thereto. Upon approval by the required number of votes, the Amendment shall become effective upon recordation of a written document, signed by the Association President and evidencing the amendment, among the Official Records of Seminole County.

(c) Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portion of the Common Areas, must have the prior written approval of the SJRWMD.

(d) All amendments to this Declaration shall be in writing, and shall be recorded in the public records of Seminole County, Florida. An amendment shall become effective upon the date of recording. Within thirty (30) days of recording an amendment in to the Declaration, or Association's governing documents, the Association shall provide copies of said amendment to the Members.

Section 6. FNMA/FHA/VA Approval. As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration (FHA) or Veterans Administration (VA), if any such agency has insured or guaranteed any mortgage loan on a Lot in the Property and if such approval is deemed necessary by the Declarant: (a) mortgaging of Common Area; (b) dedication and conveyance of Common Area to any party other than the Association; (c) annexation of additional property other than the property described in Exhibit A hereof; (d) Amendment of this Declaration; or (e) merger, consolidation and/or dissolution of the Association. This Declaration may be submitted to the FHA, and the VA for approval. Notwithstanding anything to the contrary contained in Section 5 of this Article, Declarant shall have the right from time to time, without the necessity of joinder or consent by any Owners, to amend, add to, change, modify or derogate from, the provisions of this instrument in the manner and to the extent required by the FHA or the VA in order for such organizations to approve financing of residential houses on Lots within the Property. FHA or VA approval of any such documents or amendments executed by the Declarant shall be conclusive evidence that the amendment or other change was required by the FHA, or the VA pursuant to this provision.

Section 7. Notice to Lenders. Upon written request to the Association, identifying the name and address of the mortgage holder, insurer or guarantor and the Lot number and address, any such mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss which adversely affects a material portion of the Property or any Lot on which there is a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor, as applicable;

(b) Any delinquency in the payment of assessments or charges owed by an Owner of a lot subject to a first mortgage held, insured or guaranteed by such mortgage holder, insurer or guarantor which remains delinquent for a period of sixty (60) days;

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

(d) Any proposed action, which would require the consent of a specified percentage of mortgage holders.

Section 8. Association Information. Upon request during normal business hours or under other reasonable circumstances, the Association shall make available to Owners and lenders, and to holders, insurers or guarantors of any first mortgage, current copies of this Declaration, the Articles of Incorporation and By-Laws of the Association, any rules and regulations concerning the Property, and the books, records and financial statements, for the immediate proceeding fiscal year of

the Association. Also upon request, the Association shall provide PUD questionnaires and estoppel letters as may be required by any lender or title company. The Declarant, Association and/or the management company may charge reasonable fees to provide such information.

Section 9. Effective Date. This Declaration shall become effective upon its recordation in the Seminole County Public Records.

Section 10. Interrelationship of Documents. In the event of a conflict between the terms and provisions of this Declaration, the Articles of Incorporation and/or By-Laws of the Association, this Declaration shall govern.

Section 11. Interpretation. When the context in which the words are used in this Declaration indicates that such is the intent, words in the singular shall include the plural and vice versa. The table of contents, article or section title, captions and abbreviations contained in this Declaration are for convenience only and shall not be deemed a part of this Declaration.

Section 12. No Vested Rights. Each Owner by acceptance of a deed to a Lot and/or Residential Unit irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Project Documents. It is expressly intended that Developer and Association have the unfettered right to amend this Declaration and the other Project Documents except as expressly set forth herein.

Section 13. Mortgage or Encumber Common Area. With the approval of at least two-thirds (2/3) of the Board and the consent of the Class B Members (if any), the Board shall have the power and authority to mortgage or convey, to the extent necessary for the orderly operation of the community, property of the Association and to pledge the revenues of the Association as security for loans made to the Association which loans shall be used by the Association in performing its functions.

Section 14. Meeting Requirements. Wherever any provision of this Declaration, the Articles of Incorporation, or the By-Laws requires any action to be approved by two-thirds (2/3) or more of the votes of membership at a meeting duly convened for such purpose, written notice of such meeting must be given to all members not less than fifteen (15) days in advance, setting forth its purpose. At such meeting the presence in person or by proxy of members entitled to cast at least sixty-six percent (66%) of the votes described in Article IV, Section 2, outstanding constitutes a quorum.

Section 15. Conveyance of Common Area; Transfer of Permits.

(a) Declarant will convey or cause to be conveyed to the Association in one or more conveyances, and the Association shall accept, the title in the Common Area owned by Declarant at such time as in its sole discretion it deems appropriate. The Association shall not have the right to decline the conveyance. The conveyance shall be subject to taxes for the year of conveyance, restrictions, conditions and limitations of record, and easements for ingress, egress, drainage and

public utilities in favor of any CDD, governmental entities or private parties as deemed appropriate by Declarant. Upon recordation of any deed or deeds conveying Common Area to the Association, the Association shall be conclusively deemed to have accepted the conveyance evidenced by such deed or deeds. No title insurance or title opinion shall be provided to the Association by Declarant.

(b) Each deed of the Common Areas shall be subject to the following provisions:

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

(ii) matters reflected in the plat(s) of Tuskawilla Crossings, including any future phase thereof;

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

(iv) all restrictions, easements, covenants and other matters of record;

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

(vi) a reservation of right in favor of Developer (so long as Developer owns any portion of Tuskawilla Crossings) to require that Association reconvey all or a portion of the Common Areas conveyed by quitclaim deed in favor of Developer in the event that such property is required to be owned by Developer for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise.

Declarant may have obtained land development, construction and other permits from applicable governmental agencies and third parties that were necessary to develop and improve the

Property. Permits of this nature include, but are not limited to permits for storm water management, water wells, conservation operations, landscaping maintenance and other matters, and may have been issued by the SJRWMD, the U.S. Army Corps of Engineers, the City, and other permitting agencies. In the instance of many of these permits, there are at least two phases, construction, and operation. In most cases, operation of the constructed facilities or improvements was intended to be undertaken by the Association. In such cases, Declarant will transfer the permits to the Association at the appropriate time and the Association is obligated to accept the transfer and comply with the permits thereafter.

THE ASSOCIATION SHALL ACCEPT THE CONVEYANCE OF SUCH PROPERTY, INCLUDING THE OPERATIONAL PHASE OF ANY PERMITS DESCRIBED IN THIS SECTION. THE CONVEYANCE SHALL BE "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WITH RESPECT THERETO, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING, WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSE, AND WITHOUT ANY REPRESENTATIONS OR WARRANTIES REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR ANY FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS. ALL COSTS AND EXPENSES OF ANY CONVEYANCE OF ANY PROPERTY BY DECLARANT TO THE ASSOCIATION SHALL BE PAID FOR BY THE ASSOCIATION.

Section 16. Approval of Litigation. Except for any legal proceedings initiated by the Association to (i) enforce the terms of the Declaration, Articles of Incorporation, any rules established by the ACC (hereinafter, the "**Project Documents**"), or (ii) enforce a contract entered into by the Association with vendors providing services to the Association, the Association shall not incur litigation expenses, including without limitation, attorneys' fees and costs, where the Association initiates legal proceedings or is joined as a plaintiff in legal proceedings, without the prior approval of a majority of the Members of the Association entitled to cast a vote who are voting in person or by proxy at a meeting duly called for such purpose, excluding the vote of any Owner who would be a defendant in such proceedings. The costs of any legal proceedings initiated by the Association which are not included in the above exceptions shall be financed by the Association only with monies that are collected for that purpose by Special Assessment and the Association shall not borrow money, use reserve funds, or use monies collected for other Association obligations. Each Owner shall notify prospective Purchasers of such legal proceedings initiated by the Board and not included in the above exceptions and must provide such prospective Purchasers with a copy of the notice received from the Association in accordance with Section 2, Article VIII of this Declaration. Nothing in this section shall preclude the Board from incurring expenses for legal advice in the normal course of operating the Association to (i) enforce the Project Documents; (ii) comply with the statutes or regulations related to the operation of the Association; (iii) amend the Project Documents as provided in this Declaration; (iv) grant easements or convey Common Area as provided in this

Declaration (v) perform the obligations of the Association as provided in this Declaration, or (vi) defend (including but not limited to the filing of counterclaims and cross-claims in) any lawsuit filed against the Association. Subject to the exceptions in the first sentence of this section, with respect to matters involving property or improvements to property, the Association additionally shall not initiate legal proceedings or join as a plaintiff in legal proceedings unless (1) such property or improvement is owned either by the Association or jointly by all Members of the Association, (2) the Association has the maintenance responsibility for such property or improvements pursuant to this Declaration, or (3) the Owner who owns such property or improvements consents in writing to the Association initiating or joining such legal proceeding.

ARTICLE IX

Operation, Maintenance and Monitoring of Surface Water Management System

Section 1. Purpose. The provisions of this Article IX are included for purposes of complying with various requirements of the SJRWMD. The provisions of this Article IX are intended to supplement and not replace the remaining provisions of this Declaration. However, in the event of any conflict between any provision of this Article IX and any other provision of this Declaration, and assuming no reasonable interpretation of such provisions reconciles such conflict, then the provisions of this Article IX will prevail. Furthermore, if so required by the SJRWMD, the Declarant may amend this Article as may be necessary or desirable to comply with such requirement, without the joinder or consent of any other party, including any Owner, mortgagee, or the Association.

Section 2. Surface Water Management System. The Association shall own and be responsible for the maintenance, operation, and repair of the Surface Water Management System with the exception of those elements of the Surface Water Management System infrastructure located within public rights-of-way (or other Tracts accepted for maintenance by the City by separate instrument) which shall be maintained by the City. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the system to provide drainage, water storage, retention ponds, conveyance, or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by the Water Management District.

Section 3. Association Existence. The Association shall exist in perpetuity; however, if the Association is dissolved, the property rights comprising the portions of the Common Area consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation; provided, however if no other not-for-profit corporation or agency will accept such property, then any affected governmental instrumentality or agency, including the SJRWMD, may petition the Circuit Court of the County in which the Property is located to appoint a receiver or trustee to conduct the affairs and fulfill the obligations of the Association with respect to such applicable portions of the Common Area, or otherwise dispose of

the Common Area or portions thereof as the Circuit Court may deem appropriate. If a receiver or trustee is appointed, the Association shall be responsible for court costs, attorney's fees, and all other expenses of the receivership or trust, which shall constitute Common Expenses of the Association and shall be assessed against its Members. If the Association has been dissolved, or if the Association shall not have a sufficient number of directors, the receiver or trustee shall have all powers and duties of a duly constituted board of directors. The receiver or trustee shall serve until such time as the Circuit Court may deem appropriate.

Section 4. Maintenance and Ownership of the Surface Water Management System.

The Surface Water Management System, including any drainage, stormwater, or other easements of which such system may be comprised, but excluding those elements of the Surface Water Management System infrastructure located within public rights-of-way (or other Tracts accepted for maintenance by the City by separate instrument) which shall be maintained by the City, constitutes Common Areas of the Association. The Association shall be responsible for the operation and maintenance of the Surface Water Management System and for assessing and collecting fees for the operation, maintenance, and if necessary, replacement of the system, with the exception of those elements of the infrastructure to be maintained by the City, as aforesaid. Any repair or reconstruction of the Surface Water Management System shall be as provided in the SJRWMD Permit or, if modified, as approved, in writing, by the SJRWMD. Notwithstanding the foregoing, no person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the Water Management District.

The Declarant has constructed a drainage swale upon some or all of the Lots for the purpose of managing and containing the flow of excess surface water, if any, found upon such lot from time to time. Each Lot Owner shall be responsible for the maintenance, operation and repair of the swales on each Lot, as applicable. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the SJRWMD. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the swales is prohibited. No alteration of the drainage swale shall be authorized and any damage to any drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

It shall be the responsibility of each Owner at the time of construction of a building, residence, or structure, to comply with the construction plans for the Surface Water Management System pursuant to applicable law as approved by the City and SJRWMD. No Owner may construct or maintain any building, residence, or structure, or undertake or perform any activity in the buffer areas, common areas or drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the City and SJRWMD.

Section 5. Surface Water Management Permit. The registered agent for the Association shall maintain copies of the District Permit and all other Stormwater Management System permitting documents for the benefit of the Association.

Section 6. Ponds and Other Water Areas. Any ponds or other water areas on Lots or otherwise within the Property are for the exclusive use of the Owners and occupants of those Lots on which such ponds and water areas are located, subject to any drainage easements that are part of the Plat or provided for herein. It is the exclusive right and obligation of the Association to maintain such ponds and water areas.

Section 7. Enforcement/Easement Rights. The City and SJRWMD shall each have the right, which right may be exercised independently of the other party, to enforce this Article (including the right of a civil action for injunction and/or penalties) against the Association or any Owner to compel it to correct any outstanding problems with the Surface Water Management System.

ARTICLE X

Liability

NEITHER DECLARANT, THE ASSOCIATION NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUB-CONTRACTORS (COLLECTIVELY THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE WATER QUALITY OR LEVEL IN ANY LAKE, POND, CANAL, CREEK, STREAM OR OTHER WATER BODY WITHIN THE COMMUNITY, EXCEPT (i) AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED WITH, ANY APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY OR (ii) TO THE EXTENT THAT OTHER EXPRESSLY APPLICABLE SECTIONS HEREOF WOULD OTHERWISE APPLY, IF AT ALL. FURTHER, ALL OWNERS AND USERS OF ANY PORTION OF THE COMMUNITY LOCATED ADJACENT TO OR HAVING A VIEW OF ANY OF THE AFORESAID WATER BODIES SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF THE DEED TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FOR ANY AND ALL CHANGES IN THE QUALITY AND LEVEL OF THE WATER IN SUCH BODIES.

NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY LIABILITY WHATSOEVER TO OWNERS, GUESTS, TENANTS, LICENSEES OR INVITEES IN CONNECTION WITH THE RETENTION AND DETENTION OF LAKES AND DRAINAGE EASEMENTS OR ANY PART OF THE STORMWATER MANAGEMENT SYSTEM LOCATED ON THE PROPERTY. EACH OWNER, FOR ITSELF AND ITS GUESTS, TENANTS, LICENSEES AND INVITEES, RELEASES DECLARANT, OR THE ASSOCIATION FROM ANY LIABILITY IN CONNECTION THEREWITH.

ALL PERSONS ARE HEREBY NOTIFIED THAT LAKE BANKS AND SLOPES WITHIN CERTAIN AREAS OF THE PROPERTY MAY BE STEEP AND THAT DEPTHS NEAR SHORE MAY DROP OFF SHARPLY. BY THEIR ACCEPTANCE OF A DEED TO, OR USE OF, ANY LOT OR COMMON AREA WITHIN THE PROPERTY, ALL OWNERS OR USERS OF SUCH PROPERTY SHALL BE DEEMED TO HAVE AGREED TO HOLD HARMLESS THE LISTED PARTIES FROM ALL LIABILITY OR DAMAGES ARISING FROM THE DESIGN, CONSTRUCTION OR TOPOGRAPHY OF ANY LAKE BANKS, SLOPES OR BOTTOMS.

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

ARTICLE XI

Claim and Dispute Resolution/Legal Actions

Section 1. General. It is intended that the Common Area, each Lot, and all Improvements constructed on the Property by persons (hereinafter referred to in this Article XI as "**Developers**") in the business of constructing improvements will be constructed in compliance with all applicable building codes and ordinances and that all Improvements will be of a quality that is consistent with good construction and development practices in the area where the Property is located for production housing similar to that constructed within the Property. Nevertheless, due to the complex nature of construction and the subjectivity involved in evaluating such quality, disputes may arise as to whether a defect exists and the responsibility therefor. It is intended that all disputes and claims regarding alleged defects ("**Alleged Defects**") in any Improvements on any Lot or Common Area will be resolved amicably, without the necessity of time-consuming and costly litigation. Accordingly, all Developers (including Declarant), the Association, the Board, and all Owners shall be bound by the following claim resolution procedures.

Section 2. Right to Cure Alleged Defect. If a person or entity ("**Claimant**") claims, contends, or alleges an Alleged Defect, each Developer shall have the right to inspect, repair and/or replace such Alleged Defect as set forth herein.

Section 2.1. Notice of Alleged Defect. If a Claimant discovers an Alleged Defect, within fifteen (15) days after discovery thereof, Claimant shall give written notice of the Alleged Defect ("**Notice of Alleged Defect**") to the Developer constructing the Improvement with respect to which the Alleged Defect relates.

Section 2.2. Right to Enter, Inspect, Repair and/or Replace. Within a reasonable time after the receipt by a Developer of a Notice of Alleged Defect, or the independent discovery of any. Alleged Defect by a Developer, Developer shall have the right, upon reasonable notice to Claimant and during normal business hours, to enter onto or into the Common Area, areas of Association responsibility, any Lot or Residential Unit, and/or any Improvements for the purposes of inspecting and/or conducting testing and, if deemed necessary by Developer at its sole discretion, repairing and/or replacing such Alleged Defect. In conducting such inspection, testing, repairs and/or replacement, Developer shall be entitled to take any actions as it shall deem reasonable and necessary under the circumstances.

Section 3. No Additional Obligations; Irrevocability and Waiver of Right. Nothing set forth in this Article shall be construed to impose any obligation on a Developer to inspect, test, repair, or replace any item or Alleged Defect for which such Developer is not otherwise obligated under applicable law or any warranty provided by such Developer in connection with the sale of the Lots and Residential Units and/or the Improvements constructed thereon. The right reserved to Developer to enter, inspect, test, repair and/or replace an Alleged Defect shall be irrevocable and may not be waived or otherwise terminated with regard to a Developer except by a written document executed by such Developer and recorded in the records of the County.

Section 4. Legal Actions. All legal actions initiated by a Claimant shall be brought in accordance with the terms of this Declaration. If a Claimant initiates any legal action, cause of action, regulatory action, proceeding, reference, mediation, or arbitration against a Developer alleging (1) damages for costs of repairing Alleged Defect ("**Alleged Defect Costs**"); (2) for the diminution in value of any real or personal property-resulting from such Alleged Defect, or (3) for any consequential damages resulting from such Alleged Defect, any judgment or award in connection therewith shall first be used to correct and or repair such Alleged Defect or to reimburse the Claimant for any costs actually incurred by such Claimant in correcting and/or repairing the Alleged Defect. If the Association as a Claimant recovers any funds from a Developer (or any other person or entity) to repair an Alleged Defect, any excess funds remaining after repair of such Alleged Defect shall be paid in to the Association's reserve fund. If the Association is a Claimant, the Association must provide a written notice to all Members prior to initiation of any legal action, regulatory action, cause of action, proceeding, reference, mediation or arbitration against a Developer(s) which notice shall include at a minimum (1) a description of the Alleged Defect; (2) a description of the attempts of the Developer(s) to correct such Alleged Defect and the opportunities provided to the Developer(s) to correct such Alleged Defect; (3) a certification from an architect or engineer licensed in the State of Florida that such Alleged Defect exists along with a description of the scope of work necessary to cure such Alleged Defect and a resume of such architect or engineer; (4) the estimated Alleged Defect Costs; (5) the name and professional background of the attorney retained by the Association to pursue the claim against the Developer(s) and a description of the relationship between such attorney and member(s) of the Board or the Association's management company (if any); (6) a description of the fee arrangement between such attorney and the Association; (7) the estimated attorneys' fees and expert fees and costs necessary to pursue the claim against the Developer(s) and the source of the funds which will be used to pay such fees and expenses; (8) the estimated time necessary to conclude the action against the Developer(s); and (9) an affirmative statement from a majority of the members of the Board that the action is in the best interests of the Association and its Members.

Section 5. Alternative Dispute Resolution. Any dispute or claim between or among (a) a Developer (or its brokers, agents, consultants, contractors, subcontractors, or employees) on the one hand, and any Owner(s) or the Association on the other hand; or (b) any Owner and another Owner; or (c) the Association and any Owner, regarding any controversy or claim between the parties, including any claim based on contract, tort, or statute, arising out of or relating to (i) the rights or duties of the parties under this Declaration; (ii) the design or construction of any portion of the Project, (iii) or an Alleged Defect, but excluding disputes relating to the payment of any type of Assessment (collectively a "**Dispute**"), shall be subject first to negotiation, then mediation, and then arbitration as set forth in this Section 5 prior to any party to the Dispute instituting litigation with regard to the Dispute.

Section 5.1. Negotiation. Each party to a Dispute shall make every reasonable effort to meet in person and confer for the purpose of resolving a Dispute by good faith negotiation. Upon receipt of a written request from any party to the Dispute, the Board may appoint a representative to assist the parties in resolving the dispute by negotiation, if in its discretion the Board believes its

efforts will be beneficial to the parties and to the welfare of the community. Each party to the Dispute shall bear their own attorneys' fees and costs in connection with such negotiation.

Section 5.2. Mediation. If the parties cannot resolve their Dispute pursuant to the procedures described in Subsection 5.1 above within such time period as may be agreed upon by such parties (the "**Termination of Negotiations**"), the party instituting the Dispute (the "**Disputing Party**") shall have thirty (30) days after the termination of negotiations within which to submit the Dispute to mediation pursuant to the mediation procedures adopted by the American Arbitration Association or any successor thereto or to any other independent entity providing similar services upon which the parties to the Dispute may mutually agree. No person shall serve as a mediator in any Dispute in which such person has a financial or personal interest in the result of the mediation, except by the written consent of all parties to the Dispute. Prior to accepting any appointment, the prospective mediator shall disclose any circumstances likely to create a presumption of bias or to prevent a prompt commencement of the mediation process. If the Disputing Party does not submit the Dispute to mediation within thirty days after Termination of Negotiations, the Disputing Party shall be deemed to have waived any claims related to the Dispute and all other parties to the Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute; provided, nothing herein shall release or discharge such party or parties from any liability to persons or entities not a party to the foregoing proceedings.

Section 5.2.1 Position Memoranda: Pre-Mediation Conference. Within ten (10) days of the selection of the mediator, each party to the Dispute shall submit a brief memorandum setting forth its position with regard to the issues to be resolved. The mediator shall have the right to schedule a pre-mediation conference and all parties to the Dispute shall attend unless otherwise agreed. The mediation shall commence within ten (10) days following submittal of the memoranda to the mediator and shall conclude within fifteen (15) days from the commencement of the mediation unless the parties to the Dispute mutually agree to extend the mediation period. The mediation shall be held in the County where the property is located or such other place as is mutually acceptable by the parties to the Dispute.

Section 5.2.2 Conduct of Mediation. The mediator has discretion to conduct the mediation in the manner in which the mediator believes is most appropriate for reaching a settlement of the Dispute. The mediator is authorized to conduct joint and separate meetings with the parties to the Dispute and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties to the Dispute agree to obtain and assume the expenses of obtaining such advice as provided in Subsection 5.2.5 below. The mediator does not have the authority to impose a settlement on any party to the Dispute.

Section 5.2.3 Exclusion Agreement. Any admissions, offers of compromise or settlement negotiations or communications at the mediation shall be excluded in any subsequent dispute resolution forum.

Section 5.2.4 Parties Permitted at Session. Persons other than the parties to the Dispute may attend mediation sessions only with the permission of all parties to the Dispute and the mediator. Confidential information disclosed to a mediator by the parties to the Dispute or by witnesses in the course of the mediation shall be kept confidential. There shall be no stenographic, videographic or audio record of the mediation process.

Section 5.2.5 Expenses of Mediation. The expenses of witnesses for either side shall be paid by the party producing such witnesses. All other expenses of the mediation, including, but not limited to, the fees and costs charged by the mediator and the expenses of any witnesses or the cost of any proof of expert advice produced at the direct request of the mediator, shall be borne equally by the parties to the Dispute unless agreed to otherwise. Each party to the Dispute shall bear their own attorneys' fees and costs in connection with such mediation.

Section 5.3 Final and Binding Arbitration. If the parties cannot resolve their Dispute pursuant to the procedures described in Subsection 5.2 above, the Disputing Party shall have thirty (30) days following termination of mediation proceedings (as determined by the mediator) to submit the Dispute to final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, as modified or as otherwise provided in this Subsection 5.3. If the Disputing Party does not submit the Dispute to arbitration within thirty (30) days after termination of mediation proceedings, the Disputing Party shall be deemed to have waived any claims related to the Dispute and all other parties to the Dispute shall be released and discharged from any and all liability to the Disputing Party on account of such Dispute; provided, nothing herein shall release or discharge such party or parties from any liability to a person or entity not a party to the foregoing proceedings.

The existing parties to the Dispute shall cooperate in good faith to ensure that all necessary and appropriate parties are included in the arbitration proceeding. No Developer shall be required to participate in the arbitration proceeding if all parties against whom a Developer would have necessary or permissive cross-claims or counterclaims are not or cannot be joined in the arbitration proceedings. Subject to the limitations imposed in this Subsection 5.3, the arbitrator shall have the authority to try all issues, whether of fact or law.

Section 5.3.1 Place. The arbitration proceedings shall be heard in the County where the Property is located.

Section 5.3.2 Arbitration. A single arbitrator shall be selected in accordance with the rules of the American Arbitration Association from panels maintained by the American Arbitration Association with experience in relevant matters which are the subject of the Dispute. The arbitrator shall not have any relationship to the parties or interest in the Project. The parties to the Dispute shall meet to select the arbitrator within ten (10) days after service of the initial complaint on all defendants named therein.

Section 5.3.3 Commencement and Timing of Proceeding. The arbitrator shall promptly commence the arbitration proceeding at the earliest convenient date in light of all of the facts and circumstances and shall conduct the proceeding without undue delay.

Section 5.3.4 Pre-hearing Conferences. The arbitrator may require one or more pre-hearing conferences.

Section 5.3.5 Discovery. The parties to the Dispute shall be entitled to limited discovery only, consisting of the exchange between the parties of the following matters: (i) witness lists; (ii) expert witness designations; (iii) expert witness reports; (iv) exhibits; (v) reports of testing or inspections of the property subject to the Dispute, including but not limited to, destructive or invasive testing; and (vi) trial briefs. The Developer shall also be entitled to conduct further tests and inspections as provided in Section 2 above. Any other discovery shall be permitted by the arbitrator upon a showing of good cause or based on the mutual agreement of the parties to the Dispute. The arbitrator shall oversee discovery and may enforce all discovery orders in the same manner as any trial court judge.

Section 5.3.6 Limitation on Remedies/Prohibition on the Award of Punitive Damages. Notwithstanding contrary provisions of the Commercial Arbitration Rules, the arbitrator in any proceeding shall not have the power to award punitive or consequential damages; however, the arbitrator shall have the power to grant all other legal and equitable remedies and award compensatory damages. The arbitrator's award may be enforced as provided for in the Florida Arbitration Code, Chapter 682, Florida Statutes, or such similar law governing enforcement of awards in a trial court as is applicable in the jurisdiction in which the arbitration is held.

Section 5.3.7 Motions. The arbitrator shall have the power to hear and dispose or motions, including motions to dismiss, motions for judgment on the pleadings, and summary judgment motions, in the same manner as a trial court judge, except the arbitrator shall also have the power to adjudicate summary issues of fact or law including the availability of remedies, whether or not the issue adjudicated could dispose of an entire cause of action or defense.

Section 5.3.8 Expenses of Arbitration. Each party to the Dispute shall bear all of its own costs incurred prior to and during the arbitration proceedings, including the fees and costs of its attorneys or other representatives, discovery costs, and expenses of witnesses produced by such party. Each party to the Dispute shall share equally all charges rendered by the arbitrator unless otherwise agreed to by the parties.

Section 5.4 Statute of Limitations. Nothing in this Article shall be considered to toll, stay, or extend any applicable statute of limitations.

Section 5.5 Enforcement of Resolution. If the parties to a Dispute resolve such Dispute through negotiation or mediation in accordance with Subsection 5.1 or Subsection 5.2 above, and any party thereafter fails to abide by the terms of such negotiation or mediation, or if an arbitration award is made in accordance with Subsection 5.3 and any party to the Dispute thereafter fails to comply with such resolution or award, then the other party to the Dispute may file suit or initiate administrative proceedings to enforce the terms of such negotiation, mediation, or award without the need to again comply with the procedures set forth in this Article. In such event, the party taking

action to enforce the terms of the negotiation, mediation, or the award shall be entitled to recover from the non-complying party (or if more than one non-complying party, from all such parties pro rata), all costs incurred to enforce the terms of the negotiation, mediation or award including, without limitation, attorneys' and paralegals' fees and court costs.

ARTICLE XII

Plan of Development

Section 1. Property Initially Subject to the Declaration. This Declaration is being recorded to establish a general plan for the development and use of the Project in order to protect and enhance the value and desirability of the Project. All of the Property within the Project shall be held, sold, and conveyed subject to this Declaration. By acceptance of a deed or by acquiring any interest in any of the Property subject to this Declaration, each person or entity, for himself or itself, his heirs, personal representatives, successors, transferees and assigns, binds himself, his heirs, personal representatives, successors, transferees and assigns, to all of the provisions, restrictions, covenants, conditions, rules, and regulations now or hereafter imposed by this Declaration and any amendments thereof. In addition, each such person by so doing thereby acknowledges that this Declaration sets forth a general plan for the development and use of the Property and hereby evidences his intent that all the restrictions, conditions, covenants, easements, rules and regulations contained in this Declaration shall run with the land and be binding on all subsequent and future Owners, grantees, Purchasers, assignees, lessees and transferees thereof. Furthermore, each such person fully understands and acknowledges that this Declaration shall be mutually beneficial, prohibitive, and enforceable by the Association and all Owners. Declarant, its successors, assigns and grantees, covenants and agrees that the Lots and the membership in the Association and the other rights created by this Declaration shall not be separated or separately conveyed, and such shall be deemed to be conveyed or encumbered with its respective Lot even though the description in the instrument of conveyance or encumbrance may refer only to the Lot.

Section 2. Additional Property. So long as the Class B membership exists, the Declarant may (and after Turnover, the Association may, by vote consistent with an amendment to the Declaration) from time to time, bring Additional Property under the provisions hereof by recorded supplemental declarations (which shall not require the consent of any then existing Owners, the Association, or any mortgagee) and thereby add to and include all or such portions of the Additional Property as part of the Property subject to this Declaration, in which event the same shall be entitled to utilize the same Surface Water Management System as the Property. To the extent that Additional Property shall be made a part of the Property as a common scheme, reference herein to the Property should be deemed to be a reference to all of such Additional Property where such reference is intended to include property other than that legally described on Exhibit "A" attached hereto. Nothing herein, however, shall obligate the Declarant to add to the initial portion of the Property, to develop any such future portions under such common scheme, nor to prohibit the Declarant from rezoning and/or changing the development plans with respect to such future portions, nor to prohibit the Declarant from adding additional or other property to the Property under such common scheme.

Section 3. Supplemental Declarations. Supplemental declaration(s) may, but need not necessarily, be recorded from time to time by Declarant (or with the express prior written consent of Declarant, in its sole discretion). A supplemental declaration shall be supplemental to this Declaration, and may create and/or impose supplemental obligations, covenants, conditions, or restrictions, or reservations of easements, with respect to a particular portion of the Property or other land described in such instrument. This Declaration and any supplemental declaration shall be construed to be consistent with each other to the greatest extent reasonably possible; however, in the event of any irreconcilable conflict, the provisions of this Declaration shall prevail. Any purported supplemental declaration recorded by a person other than Declarant, without the express prior written consent of Declarant, shall be null and void.

Section 4. Removal of Property. So long as the Class B membership shall exist, the Declarant shall have the right from time to time, in its sole discretion and without the consent of any person (other than consent of the owner of the property being removed), to delete from the Property and remove from the effect of this Declaration one or more portions of the Property, provided, however, that a portion of the Property may not be deleted from this Declaration unless at the time of such deletion and removal no Residential Units or material Common Area Improvements have been constructed thereon (unless the removal is for the purpose of accomplishing minor adjustments to the boundaries of Lots or the Property). No deletion of Property shall occur if such deletion would act to terminate access to any right-of-way or utility line unless reasonable alternative provisions are made for such access. No deletion of Property shall affect the lien of Assessments on the deleted Property for Assessments accruing prior to deletion. Any deletion of Property hereunder shall be made by Declarant recording written notice thereof.

Section 5. Association's Obligation to Cooperate. Association shall at all times cooperate with every entity comprising Developer. Without limiting the foregoing, Association shall provide Developer with such consents and approvals which Developer may reasonably require in connection with (i) the sale of the Property, (ii) the development and conveyance of the Common Areas, and (iii) master land development requirements. Additionally, Association shall cooperate with Developer in connection with the turnover of Association control including, but not limited to, signing a turnover receipt in the form to be provided by Developer to Association on the Turnover Date.

ARTICLE XIII

Maintenance Requirements of Owners

Section 1. Maintenance by Owners. All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances within a Lot shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Tuskawilla Crossings by the Owner of each such Lot. Each Owner is specifically responsible for maintaining all grass, landscaping and improvements within any portion of their Residential Unit in accordance with the standards set forth below.

Section 2. Lawn Maintenance Standards. The following maintenance standards (the “Lawn Maintenance Standards”) apply to landscaping maintained by Owners.

- (a) Trees. Trees are to be pruned as needed.
- (b) Shrubs. All shrubs are to be trimmed as needed.
- (c) Grass.
 - i. 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.
 - ii. Edging. Edging of all streets, curbs, beds and borders shall be performed as needed. Chemical edging shall not be permitted.
 - iii. Dead Grass. Owner shall be responsible to replace dead grass. Neither Developer nor Association shall be responsible to replace dead grass.
- (d) Mulch. Mulch is to be turned two (2) times per year and shall be replenished as needed on a yearly basis.
- (e) Insect Control and Disease. Disease and insect control shall be performed on an as needed basis.
- (f) Fertilization. Fertilization of all turf, trees, shrubs, and palms shall be performed at a minimum of three (3) times a year during months of February, June and October, or as otherwise determined by the Board from time to time in its discretion.
- (g) Irrigation. Owners shall be responsible to irrigate grass. Owners will be limited to irrigating Lots during scheduled times established by the Association from time to time. Owners shall maintain all sprinklers located on their respective Lot(s). Pump stations and valves shall be checked as needed by an independent contractor to assure proper automatic operation.
- (h) Post Lights. Each Owner shall maintain all post lights (whether gas or electric) which are located within the boundaries of his or her Residential Unit.
- (i) 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.
- (j) 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.

Section 3. Right of Association to Enforce. Each Owner grants Association an easement over his or her Residential Unit for the purpose of insuring compliance with the requirements of this provision and the Lawn Maintenance Standards. In the event an Owner does not comply with this Section, Association may perform the necessary maintenance to the lawn and charge the costs thereof to the non-complying Owner as an Individual Assessment. Association shall have the right to enforce the foregoing Lawn Maintenance Standards by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorneys' fees and paraprofessional fees, and costs, pre-trial and at all levels of proceedings, including appeals.

Section 4. Landscaping and Irrigation of Lots; Removal of Sod and Shrubbery; Additional Planting.

(a) Without the prior consent of the ACC, no sod, topsoil, tree or shrubbery shall be removed from the Project, and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners who install improvements to the Residential Units (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.

(b) No landscape lighting shall be installed by an Owner without the prior written approval of the ACC and consent of the Master ACC.

Section 5. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Residential Unit. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Residential Unit.

Section 6. Driveway and Sidewalk Repair. Each Owner shall be responsible to timely repair, maintain and/or replace the driveway which comprises part of a Lot and the sidewalk abutting the Front Yard or side of its Residential Unit 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 Lot, shall be deemed to have agreed to indemnify and hold harmless Developer and 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 Lot 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 in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

ARTICLE XIV

Additional Disclosures

Section 1. Development Plans and Completion Time May Change. Declarant presently plans to develop only those Lots which have already been released for construction and sale, and Declarant has no obligation with respect to future phases, plans, zoning, or development of other real property contiguous to or nearby the Lots presently planned for development. The Owner of a Residential Unit may have seen proposed or contemplated residential and other developments which may have been illustrated in the plot plan or other sales literature in or from Declarant's sales office, and/or may have been advised of the same in discussions with sales personnel; however, notwithstanding such plot plans, sales literature, or discussions or representations by sales personnel or otherwise, Declarant is under no obligation to construct such future or planned developments or units, and the same may not be built in the event that Declarant, for any reason whatsoever, decides not to build same. An Owner is not entitled to rely upon, and in fact has not relied upon, the presumption or belief that the same will be built; and no sales personnel or any other person in any way associated with Declarant has any authority to make any statement contrary to the foregoing provisions. Owner understands that Declarant may modify the development plan for the Project. Such modifications could include, without limitation, increasing or decreasing the number of Residential Units that are built; changing the style, size, floor plans, and appearance of the Residential Units; increasing or decreasing the number of Residential Units per acre; and changing the size, type or amount of amenities (if any). Declarant will determine when and in what sequence the neighborhood will be completed and this may change over time. Declarant may choose to temporarily or permanently suspend development. Declarant may also sell all or any portion of the neighborhood to another business that may modify the development plans and other aspects of the neighborhood. All development decisions of Declarant will be made in the exercise of Declarant's sole discretion subject to compliance with any applicable law.

Section 2. Construction and Sales Activities. Each Owner acknowledges and understands that construction and sales activities will be ongoing in the Project. Such activities may include, without limitation, the use of the model(s), sales trailers, construction trailers, construction equipment, vehicles, exhibits, billboards, flags, signs, displays, barriers, fencing, lights, and other activities relating to the development and sale of the neighborhood. Such development and sales activity will create noise, vehicle and foot traffic, dust, and will increase the amount of dirt and litter on the streets and other areas. As a result of construction activity, (a) public and private utilities (water, electrical, cable television, phone, internet, sewers, storm drain, etc.) within the Project may be temporarily disrupted, including service to Residential Units; and (b) access may be impeded from using portions of the Project and surrounding area. Each Owner must exercise care when driving near construction areas.

Section 3. Major Highways and Thoroughfares. Major highways and thoroughfares may be located within the vicinity of the Project that are heavily traveled at most hours of the day and night. Declarant has no control over the use, maintenance or care of these highways and thoroughfares. An Owner may experience noise, dust, wind, traffic, vibrations, fuel particles, air pollution, fumes, odors, bright lights, potential danger from traffic, and other impacts within and in the vicinity of the neighborhood based on the public's use of any such highways and thoroughfares.

Section 4. Postal Service and Mailboxes. As a general rule, the United States Postal Service ("Postal Service") no longer provides curbside delivery to new communities. Instead, cluster mailboxes will likely be installed and used at one or more delivery points in the Project. The local Postal Service manager must approve the mailbox sites and the types of mailbox equipment. Mailbox sites may be within a resident's Residential Unitsite, within any common areas in the neighborhood or master community if applicable, or as the Postal Service may otherwise determine. The mailbox sites, equipment type, and method of delivery may change from time to time in the Postal Service's discretion, unless the Postal Service has otherwise previously agreed in a specific instance. Once a location is determined, residents and Residential Unitowner associations may not move the mailboxes. Packages may be placed in special lockers in the cluster mailbox units; however, if a package does not fit within the cluster mailbox unit, or if there are insufficient lockers, the package recipient may be required to retrieve the package at the local post office.

Until (i) the cluster mailbox units or other delivery receptacles are installed and approved by the Postal Service or (ii) a certain number of residences are occupied in the neighborhood, residents may be required to pick up their mail via general delivery service at the local post office.

Section 5. Water Levels and Condition. The water levels of any bodies of water or waterways, including but not limited to ponds, lakes, rivers, creeks, detention basins, and floodways ("Water Components") within or around the neighborhood can fluctuate. Higher water levels may result in flooding or the drowning hazards discussed below. Fluctuations in water levels and other factors may result in the death of fish and other wildlife in and around the Water Components. The quality of the water may also change and be subject to algae growth and other conditions. Changing water levels, algae growth, and other conditions may make the Water Components unattractive and unpleasant smelling. Dredging may be required. Declarant does not represent that the Water Components, including those used for aesthetic purposes, will maintain a certain or consistent water level or condition.

Section 6. Water Related Hazards. Unless specifically permitted by the Association (if any) and other governing authorities, you, your family, your guests, and your pets are not permitted to enter the Water Components or use them for boating, fishing, swimming or other aquatic activity. In most cases, such water components are created for environmental mitigation, flood control, or purely aesthetic purposes. Water Components are drowning hazards and you are responsible for keeping yourself, your family, and guests safe from these hazards. The water within such Water Components may be unsanitary. Because the water levels may change rapidly during periods of heavy rain, the Water Components may become flash flood or increased drowning hazards.

Section 7. Watering Restrictions. To combat drought, the City, SJRWMD, and other water service providers may enact voluntary or mandatory cut-backs or other restrictions on water usage, including landscape and lawn watering. These restrictions may cause landscaping to dry out and die.

Section 8. Wildlife and Insects. Depending on your area of the country and the neighborhood's proximity to farm or ranch land, open space, Water Components, or other uninhabited areas, wild animals, including without limitation, venomous snakes and spiders, rats, mice, rabbits, skunks, opossums, squirrels, coyotes, bobcats, javelina, bears, feral pigs, and alligators may be found in the surrounding area, and these wild animals may visit the neighborhood. Depending on the season and your part of the country, insects that may be encountered in the neighborhood include, without limitation, flies, mosquitoes, gnats, spiders, scorpions, ants, crickets and termites. The presence of wild animals and insects pose a potential danger to pets and humans in the neighborhood and your Residential Unit. You are strongly advised to (a) securely cover all food and trash stored in containers located outside or in the garage in order to avoid attracting such animals, (b) keep pets from straying outside of your Residential Unit, (c) exercise caution in allowing children to enter open space areas in or around the neighborhood; (d) carefully watch children and pets while they are in the yard; and (e) protect yourself, your family, and pets from insects and animals that are venomous or may carry diseases such as Lyme disease and the West Nile Virus. Pest control and similar services for your Residential Unit are your responsibility. Please contact the local vector control district for more information. Additional Environmental Disclosures and Restrictions may be found on Exhibit "E" attached hereto and made a part hereof.

Section 9. No Guarantee of Security. Declarant does not guarantee the security of the neighborhood, your Residential Unit, the surrounding area, or the occupants and is not responsible for loss or damage relating to the security of the Project or your Residential Unit. Declarant may post attendants at access points during construction and marketing of the neighborhood; however, such attendants, if present, will be present solely for the purpose of directing construction and sales traffic into and out of the neighborhood. The Project contains public parks, natural open space, and public roads or that are owned and maintained by the City and as a result, such facilities are open to public vehicular and pedestrian traffic.

Section 10. Special Districts and Assessments. Each Owner takes title to the Residential Unit subject to any taxes, assessments, mill levies, development fees, maintenance fees or other charges ("District Taxes") arising by reason of the inclusion of the Residential Unit in any special improvement districts, metropolitan districts, fire protection districts, recreation and park districts, water and sanitation districts, school districts, community facilities districts, community development districts, and other special taxing districts or municipalities providing services established in connection with the development of the neighborhood and/or surrounding area. The Project may be annexed to other special districts from time to time in the future. Each Owner is responsible for paying such District Taxes as well as any and all District Taxes that may be assessed from time to time by such districts or that may hereafter be assessed by reason of the Residential Unit's inclusion in any district. You should consult the County Assessor's office for further information regarding District Taxes affecting the Residential Unit.

Section 11. Natural Gas Developer Agreement. Declarant may enter into an agreement for the provision of natural gas. In the event Declarant elects to do so, a copy of that agreement shall be available from the Association upon request.

Section 12. Prices. Declarant shall have the right, from time to time, in its sole discretion, to establish and/or adjust sales prices or price levels for new Residential Units and/or Lots.

Section 13. Restriction of Traffic. Declarant reserves the right, so long as it owns any portion of the Property, to unilaterally restrict and/or re-route all pedestrian and vehicular traffic within the Property, in Declarant's sole discretion, to accommodate Declarant's construction activities, and sales and marketing activities; provided that no Residential Unit shall be deprived of access to a dedicated street adjacent thereto.

Section 14. Neighborhood Title Documents. Each Owner by acceptance of a deed to a Residential Unit acknowledges that such Residential Unit is subject to certain land use and title documents and all amendments thereto, which include among other items, the title documents listed in the Owner's title commitment and title policy, as well as the title documents identified in this Declaration (collectively, the "Neighborhood Title Documents"). Developer's plan of development for the Project may necessitate from time to time the further amendment, modification and/or termination of the Neighborhood Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE NEIGHBORHOOD TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Neighborhood Title Documents. To the extent that such documents require the joinder of Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Residential Unit: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Neighborhood Title Documents; and (ii) that such Owner has waived its right to object to or comment the form or substance of any amendment, modification, or termination of the Neighborhood Title Documents. Without limiting the foregoing, upon Turnover, Developer shall have the right to assign to the Association all of the obligations of Developer under the Neighborhood Title Documents by amendment to this Declaration recorded by Developer in the Public Records, from time to time, and in the sole and absolute discretion of Developer.

Section 15. Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Residential Unit remains

watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. Neither Developer nor Association shall have liability under such circumstances for any damage or loss that an Owner may incur.

ARTICLE XV

Additional Rights of Developers

Section 1. Sales and Administrative Offices. Developer shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of the Project and sales and re-sales of Residential Units and/or other properties owned by Developer or others outside of the Project. This right shall include, but not be limited to, the right to maintain models, sales offices (including sales offices in model homes, the Common Areas, as determined by Developer in its sole and absolute discretion) and parking associated therewith, have signs on any portion of the Project, including Common Areas, keep employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Residential Units. Specifically, Developer may construct a sign on the Common Areas in order to advertise Residential Units within the Project and/or other communities or neighborhoods. The sales office and signs and all items pertaining to development and sales remain the property of Developer. Developer shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond Turnover.

Section 2. Modification. The development and marketing of the Project will continue as deemed appropriate in Developer's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of The Project to, as an example and not a limitation, amend a Plat and/or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which Developer, or its agents, affiliates, or assignees may deem necessary or appropriate. Association and Owners shall, at the request of Developer, execute and deliver any and all documents and instruments which Developer deems necessary or convenient, in its sole discretion, to accomplish the same. Without limiting anything to the contrary in this Declaration, prior to and including the Turnover Date, all agreements and/or contracts which are entered into by Association shall require the prior written approval of Developer or may otherwise be voided by Developer in its sole and absolute discretion.

Section 3. Promotional Events. Prior to Turnover, Developer and its successors and assigns shall have the right, at any time, to hold marketing, special and/or promotional events within The Project and/or on the Common Areas, without any charge for use. Developer, its agents, affiliates, or assignees shall have the right to market the Project and Residential Units in advertisements and other media by making reference to the Project, including, but not limited to, pictures or drawings of the Project, Common Areas, and Residential Units constructed in the Project. All logos, trademarks, and designs used in connection with the Project are the property of Developer, and Association shall have no right to use the same after the Turnover except with the express written permission of Developer.

Section 4. Use by Prospective Purchasers. Prior to the Turnover, Developer shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Residential Units, or other properties owned by Developer outside of the Project.

Section 5. Franchises. Developer may grant franchises or concessions to commercial concerns on all or part of the Common Areas and shall be entitled to all income derived therefrom.

Section 6. Management. Developer may manage the Common Areas by contract with Association. Developer may also contract with a third party ("Manager") for management of Association and the Common Areas. Each Owner acknowledges that Developer may receive lump sum or monthly compensation from any Manager in connection with the costs of services provided by such Manager. Such compensation may be paid on a per Residential Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

Section 7. Granting of Easements. Until the Turnover, Developer reserves the exclusive right to grant, in its sole discretion, easements, permits and/or licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across the Project so long as any such easements do not materially and adversely interfere with the intended use of Residential Units previously conveyed to Owners. By way of example, and not of limitation, Developer may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Developer, in perpetuity, for such purposes. Without limiting the foregoing, Developer may relocate any easement affecting a Residential Unit, or grant new easements over a Residential Unit, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Residential Unit as a residence. As an illustration, Developer may grant an easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Residential Unit so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Residential Unit. Developer shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Developer: (a) join in the creation of such easements, etc. and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Developer, nor will it grant any such easement, permit or license prior to Turnover without the prior written consent of Developer which may be granted or denied in its sole discretion.

Section 8. Right to Enforce. Developer has the right, but not the obligation, to enforce the provisions of this Declaration and the Project Documents and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees, pre-trial and at all levels of proceedings, including appeals. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

Section 9. Additional Development. If Developer withdraws portions of the Project from the operation of this Declaration, Developer may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Developer shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Developer, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Developer.

Section 10. Representations. Developer makes no representations concerning development both within and outside the boundaries of the Project including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Residential Units and buildings in all other proposed forms of ownership and/or other improvements on the Project or in the Project or adjacent to or near the Project, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

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IN WITNESS WHEREOF, Declarant has executed this Declaration as of the Effective Date.

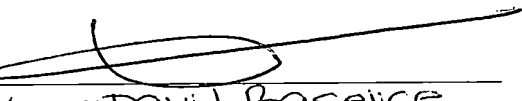
Signed, sealed and delivered
in the presence of:

WITNESSES:

STANDARD PACIFIC OF FLORIDA, a
Florida general partnership

By: Standard Pacific of Florida GP, Inc.,
a Delaware corporation, its managing
general partner


Print Name: Ashley Baksh

By: 
Print name: David Baseice
Its: Division President

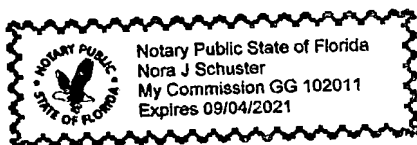

Print Name: Brent Kesley

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10 day of Sept, 2018, by David Baseice as Div. President of Standard Pacific of Florida GP, Inc., a Delaware corporation, on behalf of the corporation in its capacity as managing general partner of STANDARD PACIFIC OF FLORIDA, a Florida general partnership. Said person is personally known to me.

(NOTARY SEAL)

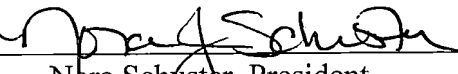



NOTARY SIGNATURE
Nora J. Schuster
PRINTED NOTARY NAME
NOTARY PUBLIC, STATE OF _____
Commission Number: _____
My Commission Expires: _____

IN WITNESS WHEREOF, the Association has caused these presents to be duly executed, by its duly authorized general partner, the day and year first above written.

TUSKAWILLA CROSSINGS
HOMEOWNERS ASSOCIATION, INC., a
Florida non-profit corporation

By: 
Print Name: Genlay Baksh

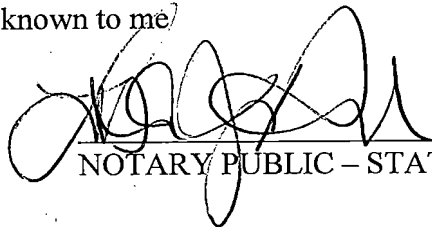
By: 
Nora Schuster, President

By: 
Print Name: Jason Santes

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 10th day of September, 2018 by Nora Schuster, as President of TUSKAWILLA CROSSINGS HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation. Said person is personally known to me.

(NOTARIAL SEAL)


NOTARY PUBLIC – STATE OF FLORIDA



Lisa J. Hinde
NOTARY PUBLIC
STATE OF FLORIDA
Comm# GG205214
Expires 4/9/2022

EXHIBIT "A"**LEGAL DESCRIPTION OF LANDS ORIGINALLY SUBJECT TO THIS
DECLARATION:****LEGAL DESCRIPTION PARCEL 1:**

A TRACT OF LAND LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, SEMINOLE COUNTY FLORIDA, INCLUDING A PORTION OF PHILIP R. YONCE GRANT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 36 AND A PORTION OF GARDENA FARMS TOWN SITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 39, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE RESERVE AT TUSCAWILLA, PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 50, PAGES 3 THROUGH 9 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT LYING ON THE NORTHERLY LINE OF RAILS TO TRAILS, AS RECORDED IN OFFICIAL RECORDS BOOK 3177, PAGE 632 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID NORTHERLY LINE AND THE EASTERLY LINE OF SAID RAILS TO TRAILS, AS RECORDED IN OFFICIAL RECORDS BOOK 3988, PAGE 1075 THE FOLLOWING COURSES: RUN NORTH 55°28'13" WEST, FOR A DISTANCE OF 1393.50 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 1915.35 FEET, A CENTRAL ANGLE OF 31°08'12", AN ARC LENGTH OF 986.53 FEET, A CHORD DISTANCE OF 974.43 FEET AND A CHORD BEARING OF NORTH 39°53'20" WEST TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 2148.74 FEET, A CENTRAL ANGLE OF 02°54'02", AN ARC LENGTH OF 108.78 FEET, A CHORD DISTANCE OF 108.77 FEET AND A CHORD BEARING OF NORTH 22°52'13" WEST; THENCE RUN NORTH 49°31'30" EAST, NON-RADIAL WITH SAID CURVE, FOR A DISTANCE OF 583.99 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 434, ACCORDING TO FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 77070-2516; THENCE RUN THE FOLLOWING COURSES ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID STATE ROAD 434 ACCORDING TO SAID RIGHT-OF-WAY MAP AND ACCORDING TO THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP SECTION 77070-2517 AND OFFICIAL RECORDS BOOK 8933, PAGE 1768 OF SAID PUBLIC RECORDS OF SEMINOLE COUNTY: SOUTH 39°46'37" EAST, FOR A DISTANCE OF 257.09 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 2988.40 FEET, A CENTRAL ANGLE OF 24°44'21", AN ARC LENGTH OF 1294.85 FEET, A CHORD DISTANCE OF 1284.61 FEET AND A CHORD BEARING OF SOUTH 54°08'35" EAST; THENCE RUN NORTH 26°31'02" WEST, FOR A DISTANCE OF 15.60 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 2888.40 FEET, A CENTRAL ANGLE OF 06°15'44", AN ARC LENGTH OF 326.62 FEET, A CHORD DISTANCE OF 326.45 FEET AND A CHORD BEARING OF SOUTH 69°24'53" EAST; THENCE RUN NORTH 17°27'16" EAST, RADIAL WITH SAID CURVE, FOR A DISTANCE OF 5.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 2983.40 FEET, A CENTRAL ANGLE OF 06°18'01", AN ARC LENGTH OF 328.06 FEET, A CHORD DISTANCE OF 327.89 FEET AND A CHORD BEARING OF SOUTH 75°41'45" EAST TO THE INTERSECTION OF SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 434 WITH THE NORTHERLY RIGHT-OF-WAY OF STATE ROAD 434, ACCORDING TO SAID RIGHT-OF-WAY MAP; THENCE RUN SOUTH 87°34'48" WEST; ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 464.50 FEET TO THE INTERSECTION OF SAID NORTHERLY RIGHT-OF-WAY LINE WITH THE NORTHERLY EXTENSION OF THE WESTERLY LINE OF THE AFORESAID PLAT OF THE RESERVE AT TUSCAWILLA, PHASE II; THENCE RUN SOUTH 09°45'33" EAST, ALONG SAID WESTERLY LINE AND ITS NORTHERLY EXTENSION THEREOF, FOR A DISTANCE OF 876.18 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 1,562,651 SQUARE FEET OR 35.874 ACRES MORE OR LESS.

LEGAL DESCRIPTION PARCEL 2:

A TRACT OF LAND LYING IN SECTION 6, TOWNSHIP 21 SOUTH, RANGE 31 EAST, AND IN SECTION 1, TOWNSHIP 21 SOUTH, RANGE 30 EAST, SEMINOLE COUNTY FLORIDA, INCLUDING A PORTION OF D.R. MITCHELLS SURVEY OF THE LEVY GRANT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1, PAGE 5 A, A PORTION OF GARDENA FARMS ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 23, AND A PORTION OF GARDENA FARMS TOWN SITES, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 6, PAGE 39, ALL OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 51, TUSCAWILLA UNIT 9, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 72 AND 73 OF THE PUBLIC RECORDS OF SEMINOLE COUNTY, FLORIDA, SAID POINT LYING ON THE SOUTHERLY LINE OF RAILS TO TRAILS, AS RECORDED IN OFFICIAL RECORDS BOOK 3177, PAGE 632 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 00°44'58" EAST, ALONG THE WESTERLY LINE OF SAID PLAT OF TUSCAWILLA UNIT 9, FOR A DISTANCE OF 545.59 FEET TO THE NORTHERLY LINE OF SAID TUSCAWILLA UNIT 9; THENCE RUN NORTH 85°40'44" WEST, ALONG SAID NORTHERLY LINE, THE NORTHERLY LINE OF CASA PARK VILLAS PHASE II, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 30, PAGES 97 AND 98 OF SAID PUBLIC RECORDS, AND THE WESTERLY EXTENSION THEREOF, FOR A DISTANCE OF 2372.28 FEET; THENCE RUN NORTH 04°17'16" EAST, DEPARTING SAID NORTHERLY LINE AND ITS WESTERLY EXTENSION, FOR A DISTANCE OF 1079.43 FEET; THENCE RUN NORTH 85°44'15" WEST, FOR A DISTANCE OF 752.12 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF TUSCAWILLA ROAD, ACCORDING TO THE SEMINOLE COUNTY PUBLIC WORKS RIGHT-OF-WAY MAP W.P.L. No. PS-107; THENCE RUN ALONG SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING COURSES: RUN NORTH 13°13'34" EAST, FOR A DISTANCE OF 374.80 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 5813.47 FEET, A CENTRAL ANGLE OF 03°45'59", AN ARC LENGTH OF 382.15 FEET, A CHORD DISTANCE OF 382.08 FEET AND A CHORD BEARING OF NORTH 11°19'20" EAST TO A POINT OF REVERSE CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 5893.21 FEET, A CENTRAL ANGLE OF 03°45'24", AN ARC LENGTH OF 374.93 FEET, A CHORD DISTANCE OF 374.86 FEET AND A CHORD BEARING OF NORTH 11°19'33" EAST; THENCE RUN NORTH 13°13'03" EAST, NON-RADIAL WITH SAID CURVE, FOR A DISTANCE OF 12.05 FEET; THENCE RUN SOUTH 87°58'44" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 511.71 FEET TO A POINT ON THE WEST RIGHT-OF-WAY OF AN UNNAMED STREET, ACCORDING TO THE AFORESAID D.R. MITCHELLS SURVEY OF THE LEVY GRANT; THENCE RUN SOUTH 87°17'53" EAST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 15.00 FEET TO THE CENTERLINE OF SAID UNNAMED STREET; THENCE RUN NORTH 02°42'07" EAST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 372.00 FEET; THENCE RUN NORTH 87°17'53" WEST, DEPARTING SAID CENTERLINE, FOR A DISTANCE OF 15.00 FEET TO A POINT ON SAID WEST RIGHT-OF-WAY LINE; THENCE RUN NORTH 87°23'14" WEST, DEPARTING SAID WEST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 188.78 FEET; THENCE RUN NORTH 11°44'43" EAST, FOR A DISTANCE OF 47.95 FEET; THENCE RUN NORTH 74°48'12" WEST, FOR A DISTANCE OF 244.40 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY, LYING ON THE AFORESAID EASTERLY RIGHT-OF-WAY LINE OF TUSCAWILLA ROAD; THENCE RUN NORTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 5877.58 FEET, A CENTRAL ANGLE OF 02°25'29", AN ARC LENGTH OF 240.27 FEET, A CHORD DISTANCE OF 240.25 FEET AND A CHORD BEARING OF NORTH 14°37'20" EAST; THENCE RUN SOUTH 87°58'39" EAST, DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE AND NON-RADIAL WITH SAID CURVE, FOR A DISTANCE OF 369.87 FEET TO A POINT ON THE AFORESAID WEST RIGHT-OF-WAY LINE; THENCE RUN SOUTH 87°17'53" EAST, DEPARTING SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 15.00 FEET TO THE AFORESAID CENTERLINE OF AN UNNAMED STREET; THENCE RUN SOUTH 02°42'07" WEST, ALONG SAID CENTERLINE, FOR A DISTANCE OF 14.65 FEET; THENCE RUN SOUTH 87°17'53" EAST, DEPARTING SAID CENTERLINE, FOR A DISTANCE OF 15.00 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF SAID UNNAMED STREET; THENCE RUN SOUTH 87°58'39" EAST, DEPARTING SAID EAST RIGHT-OF-WAY LINE, FOR A DISTANCE OF 142.88 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RAILS TO TRAILS, ACCORDING TO AFORESAID OFFICIAL RECORDS BOOK 3177, PAGE 632, LYING ON A NON-TANGENT CURVE CONCAVE EASTERLY; THENCE RUN SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE AND ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 4088.02 FEET, A CENTRAL ANGLE OF 01°22'36", AN ARC LENGTH OF 96.30 FEET, A CHORD DISTANCE OF 96.30 FEET AND A CHORD BEARING OF SOUTH 03°01'14" EAST TO A POINT ON THE NORTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8856, PAGE 553 OF SAID PUBLIC RECORDS; THENCE RUN SOUTH 39°49'55" EAST, NON-RADIAL WITH SAID CURVE, ALONG SAID NORTHEASTERLY LINE AND ALONG THE SOUTHEASTERLY LINE OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 8856, PAGE 546 OF SAID PUBLIC RECORDS, FOR A DISTANCE OF 859.48 FEET TO THE WESTERLY LINE OF SAID RAILS TO TRAILS, AS RECORDED IN OFFICIAL RECORDS BOOK 3988, PAGE 1075 OF SAID PUBLIC RECORDS; THENCE RUN ALONG SAID WESTERLY LINE AND THE AFORESAID SOUTHERLY LINE RAILS TO TRAILS THE FOLLOWING COURSES: RUN SOUTH 49°31'30" WEST, FOR A DISTANCE OF 250.50 FEET; THENCE RUN SOUTH 61°06'33" WEST, FOR A DISTANCE OF 101.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID NON-TANGENT CURVE, HAVING A RADIUS OF 2248.74 FEET, A CENTRAL ANGLE OF 03°55'09", AN ARC LENGTH OF 153.82 FEET, A CHORD DISTANCE OF 153.79 FEET AND A CHORD BEARING OF SOUTH 22°21'40" EAST TO A POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, HAVING A RADIUS OF 1915.35 FEET, A CENTRAL ANGLE OF 25°32'38", AN ARC LENGTH OF 853.91 FEET, A CHORD DISTANCE OF 846.86 FEET AND A CHORD BEARING OF SOUTH 37°05'33" EAST; THENCE RUN NORTH 37°08'28" EAST, NON-RADIAL WITH SAID CURVE, FOR A DISTANCE OF 18.99 FEET; THENCE RUN SOUTH 52°44'55" EAST, FOR A DISTANCE OF 236.35 FEET; THENCE RUN SOUTH 38°13'59" WEST, FOR A DISTANCE OF 12.96 FEET; THENCE RUN SOUTH 55°27'26" EAST, FOR A DISTANCE OF 1415.48 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED TRACT OF LAND LIES IN SEMINOLE COUNTY, FLORIDA AND CONTAINS 4,240,453 SQUARE FEET OR 97.347 ACRES MORE OR LESS.

SHEET INDEX:

All of Tuskawilla Crossings Phase 1, according to the plat thereof, recorded in Plat Book 83, Page 75, Public Records of Seminole County, Florida.

N18000001477
FILED
February 08, 2018
Sec. Of State
tscott

Article VI

The name and address of the incorporator is:

RONALD T. RENTZ
222 W. COMSTOCK AVENUE
SUITE 101
WINTER PARK, FL 32789

Electronic Signature of Incorporator: RONALD T. RENTZ

I am the incorporator submitting these Articles of Incorporation and affirm that the facts stated herein are true. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S. I understand the requirement to file an annual report between January 1st and May 1st in the calendar year following formation of this corporation and every year thereafter to maintain "active" status.

Article VII

The initial officer(s) and/or director(s) of the corporation is/are:

Title: PD
NORA SCHUSTER
444 W. NEW ENGLAND AVENUE, SUITE 220
WINTER PARK, FL. 32789

Title: VPD
STEVE BOYETTE
444 W. NEW ENGLAND AVENUE, SUITE 220
WINTER PARK, FL. 32789

Title: STD
JASON SANKES
444 W. NEW ENGLAND AVENUE, SUITE 220
WINTER PARK, FL. 32789

Article VIII

The effective date for this corporation shall be:

02/07/2018

EXHIBIT "B"

ARTICLES OF INCORPORATION OF THE ASSOCIATION

**Electronic Articles of Incorporation
For**

N18000001477
FILED
February 08, 2018
Sec. Of State
tscott

TUSKAWILLA CROSSINGS HOMEOWNERS ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a Florida not-for-profit corporation, hereby adopts the following Articles of Incorporation:

Article I

The name of the corporation is:

TUSKAWILLA CROSSINGS HOMEOWNERS ASSOCIATION, INC.

Article II

The principal place of business address:

444 W. NEW ENGLAND AVENUE
SUITE 220
WINTER PARK, FL. 32789

The mailing address of the corporation is:

444 W. NEW ENGLAND AVENUE
SUITE 220
WINTER PARK, FL. 32789

Article III

The specific purpose for which this corporation is organized is:

TO OPERATE AND MAINTAIN A HOMEOWNERS' ASSOCIATION.

Article IV

The manner in which directors are elected or appointed is:

AS PROVIDED FOR IN THE BYLAWS.

Article V

The name and Florida street address of the registered agent is:

RONALD T RENTZ
222 W. COMSTOCK AVENUE
SUITE 101
WINTER PARK, FL. 32789

I certify that I am familiar with and accept the responsibilities of registered agent.

Registered Agent Signature: RONALD T. RENTZ

EXHIBIT "C"

**BY-LAWS
OF
TUSKAWILLA CROSSINGS OWNERS ASSOCIATION, INC.**

**ADOPTED BY UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS
OF THE CORPORATION EFFECTIVE February 8, 2018**

**ARTICLE I
NAME AND LOCATION**

The name of the corporation is TUSKAWILLA CROSSINGS OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association." The initial principal office of the corporation shall be located at 444 W. New England Street, Suite 220, Winter Park, Florida 32789, or such other place as is designated by the Board of Directors, but meetings of the members of this Association and directors may be held at such places as may be designated by the Board of Directors.

**ARTICLE II
GENERAL**

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

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

**ARTICLE III
MEETING OF MEMBERS**

Section 1. Annual Meetings. The first annual meeting of the members of this Association (the "Members") shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held in every subsequent twelve (12) month period on a date, time and place as determined by the Board of Directors. Member meetings will not be held on any day that is a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the Members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meetings. The Association shall give all Members actual notice of all membership meetings, which shall be mailed, delivered, or electronically transmitted to the Members not less than fifteen (15) days prior to the meeting. Evidence of compliance with this fifteen (15) day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering, or electronically transmitting the notice of any meeting, the Association may, by reasonable rule, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Association. When broadcast notice is provided, the notice and agenda must be broadcast in a manner and for a sufficient continuous length of time so as to allow an average reader to observe the notice and read and comprehend the entire content of the notice and agenda.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of limited or general proxies entitled to cast, ten percent (10%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these By-Laws, the Articles of Incorporation or Declaration, decision shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by limited proxy. All proxies shall be in writing and filed with the secretary prior to its use. Every proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof. A proxy is not valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. A proxy is revocable at any time at the pleasure of the Member who executes it. Limited proxies may also be used for votes taken to amend the Articles of Incorporation or these By-Laws or for any matter that requires or permits a vote of the Members.

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

ARTICLE IV

BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

Section 1. Number and Qualification. During the Class "B" Control Period, as defined in the Declaration, the affairs of this Association shall be managed by a Board of three (3) Directors appointed by the entity which is Declarant under the Declaration from time to time. Initially, the Declarant is Standard Pacific of Florida, a Florida general partnership. During the Class "B" Control

Period, any person eighteen (18) years of age or older may be appointed to the Board of Directors and any such appointee does not need to be a Member of the Association. After termination of the Class "B" Control Period, the Board of Directors shall consist of five (5) members as determined by the Members at each annual meeting. Members of the Board of Directors elected by Members of the Association must also be a Member of the Association.

Section 2. Term of Office. The initial Directors of the Association set forth in the Articles of Incorporation shall hold office as determined by the Declarant under the Declaration until the termination of the Class "B" Control Period. Thereafter, election of Directors shall take place at each annual meeting of the Association. After termination of the Class "B" Control Period, the term of office for all Directors shall be staggered in accordance with Article V hereafter

Section 3. Removal and Vacancies. Regardless of any provision in the governing documents, any member of the Board of Directors can be recalled (voted out of office), with or without cause, by a majority vote of the Members of the Association. However, if appointed or elected by a certain class of members, that is the only class that can vote to recall a Director. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE V NOMINATION AND ELECTION OF DIRECTORS

Section 1. During Class "B" Control Period. During the Class "B" Control Period, the Declarant under the Declaration shall appoint the members of the Board of Directors, who shall serve at the pleasure of the party making the appointment. Declarant shall be entitled to appoint a director pursuant to the provisions of Section 720.307(2), Florida Statutes, for so long as it meets the requirements of such Section.

Section 2. After Termination of Class "B" Control Period. After the end of the Class "B" Control Period, Members shall be entitled to elect a majority of the members of the Board of Directors in accordance with this Article. After the end of the Class "B" Control Period, nominations for election to the Board of Directors may be made by a Nominating Committee or in any other manner determined by the Board of Directors from time to time. Nominations may also be made from the floor at the annual meeting. Nominations for positions on the Board of Directors may include as many persons as the Board of Directors shall in its discretion determine, but not less than the number of vacancies that are to be filled.

Section 3. Election. Election to the Board of Directors shall be by proxy or a written ballot that each Member personally casts. Directors shall be elected by the membership at the first

meeting of Members held after termination of the Class “B” Control Period. All eligible members of the Association shall vote on all Directors to be elected, and the candidate(s) receiving the most votes shall be elected, with a “staggered” term of office created as follows:

- a. Three (3) Directors shall serve a term of two (2) years, and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and
- b. Two (2) Directors shall serve a term of one (1) year.

At each annual meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when the successors are duly elected and qualified.

Section 4. Cumulative voting. Cumulative voting for Directors is not permitted.

ARTICLE VI MEETINGS, POWERS AND DUTIES OF DIRECTORS

Section 1. Meetings. The Board of Directors shall meet regularly to conduct the business of the Association. The Board of Directors shall meet at least once per year.

Section 2 Powers of the Directors. The Board of Directors of the Association has the following powers:

(a) Operate the Association in accordance with applicable law, including, Chapters 617 and 720, of the Florida Statutes, the Declaration, Articles of Incorporation of the Association, and the By-laws of the Association.

(b) Adopt and publish rules and regulations governing the use of the Common Areas and facilities, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof;

(c) Suspend the voting rights and rights to use of the Common Areas of a Member when such Member shall be more than ninety (90) days in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(d) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these By-laws, the Articles of Incorporation, or the Declaration;

(e) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(f) Employ a manager, an independent contractor, or such other consultants or employees as they deemed necessary, and to prescribe their duties.

Section 3. Duties of Directors. The Board of Directors of the Association has the following duties:

(a) Elect officers of the Association.

(b) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A Members who are entitled to vote, at least ten (10) days prior to the meeting or special meeting; all such records to be retained for at least seven (7) years;

(c) Supervise all officers, agents, consultants, and employees of the Association, and to see that their duties are properly performed;

(d) As more fully provided in the Declaration, to:

(1) establish the annual Association Budget and fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(2) establish and fix the amount of the other assessments described in the Declaration;

(3) send written notice of each annual budget to every Owner within ten (10) days after written request for same;

(4) foreclose the lien against any Lot for which assessments have not been paid, in accordance with the Declaration and applicable law or to bring an action at law against the Owner personally obligated to pay the same;

(5) levy fines and impose sanctions for violation of the Declaration and other published guidelines and standards imposed under the Declaration in the manner provided by the Declaration and applicable law,

(e) Issue or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. Reasonable charges may be

made by the Board of Directors for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(f) Procure and maintain adequate liability and casualty insurance on property owned by the Association;

(g) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(h) Cause the Common Areas to be maintained;

(i) Establish prior to the beginning of the fiscal year and prior to setting the assessments of the coming year, an annual budget for the Association, including maintenance of Common Areas, and if elected by the membership in the manner proscribed by Florida law, to establish reserve accounts for replacement of those parts of the Common Areas which have a limited useful life span.

(j) Initiate or defend litigation on behalf of the Association.

(k) Enter into, perform, and enforce contracts and other agreements between the Association and third parties.

(l) Otherwise undertake all duties, enforce all rights, and perform all obligations granted to the Association pursuant to the Declaration.

Section 3. Meetings; Notice.

(a) A meeting of the Board of Directors occurs whenever a quorum of the Board gathers to conduct Association business. All meetings of the Board of Directors are open to all Members, except for meetings between the Board of Directors and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege.

(b) Notices of all Board of Directors meetings must be posted in a conspicuous place on the Property at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place on the Property, notice in writing of each Board of Directors meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. With respect to any Board of Directors meeting at which an assessment or special assessment will be considered or levied, or at which any rules that regulate the use of the parcels in the Property may be adopted, amended or revoked, written notice of the meeting must be mailed, delivered, or electronically transmitted to each Member and posted in a conspicuous place on the Property not less than fourteen (14) days before the meeting. Such notice must include a statement that the assessments or special assessments will be considered at the meeting and the nature of the assessments, and/or that changes to the rules regarding the use of the parcels in the

Property will be considered at the meeting, as applicable. Directors may not vote by proxy or by secret ballot at Board of Directors meetings, except that secret ballots may be used in the election of officers.

ARTICLE VII OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Offices. The officers of this Association shall be a president and vice-president, who shall at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board of Directors may from time to time by resolution create.

Section 2. Election of Officers. The Board of Directors shall elect the officers of the Association. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or otherwise disqualified to serve. Officers elected by the Declarant's appointed Board of Directors, must qualify as an Officer in the same manner as a Declarant's appointed member of the Board of Directors. Officers elected by the Board of Directors elected by the Members shall be Members of the Association.

Section 4. Special Appointments. The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaced.

Section 7. Multiple Offices. The offices of Vice-President and Secretary may be held by the same person at the same time. Otherwise, officers may hold only one office at a time.

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

(a) President. The president shall be the chief executive officer of the Association. The president shall preside at all meetings of the Members and of the Board of Directors. Except where otherwise provided by law or these Bylaws, the president shall have the general powers and duties of supervision and management of the Association, shall see that orders and resolutions of the Board are carried out, shall sign all leases, mortgages, deeds and other written instruments, shall sign all promissory notes, and shall perform all such other duties as are incidental to his or her office or as are required by the Board.

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

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; keep proper books of account; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

ARTICLE VIII COMMITTEES

The Board of Directors may appoint committees, including a Nominating Committee, as deemed appropriate in carrying out the Business of the Association.

ARTICLE IX BOOKS AND RECORDS

Section 1. The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. If the Association has a copy machine, it must provide Owners with copies requested if fewer than twenty-five (25) pages. The Association may charge up to \$.50 per page. If the copies requested exceed twenty-five (25) pages, an outside vendor may be used and actual costs may be charged.

Section 2. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and shall be available for inspection by Members, or their authorized representatives, and Board members at reasonable times. The Association shall retain these minutes for at least seven (7) years.

Section 3. The Association shall maintain each of the following items, when applicable, which shall constitute the official records of the Association:

(a) A copy of the plans, specifications, permits, and warranties for the improvements to the Common Areas, if any, but not including the construction drawings of the individual homes and lots. Permits issued in the name of the Declarant may not necessarily be transferred to the Association, but if transferred, or if required by the permit or applicable law to be transferred, shall be accepted by, and liability there under assumed by, the Association.

(b) A copy of the By-Laws of this Association and of each amendment to the By-Laws.

(c) A copy of the Articles of Incorporation of the Association, or other documents creating the Association, and of each amendment thereto.

(d) A copy of the Declaration and each amendment thereto.

(e) A copy of the current rules of the Association.

(f) The minutes of all meetings of the Association, of the Board of Directors and of Members, which minutes shall be retained for at least seven (7) years.

(g) A current roster of all Members and their mailing addresses, parcel identifications, and, if known, telephone numbers.

(h) All current insurance policies of the Association or a copy thereof, which policies must be retained for at least seven (7) years.

(i) A current copy of all contracts to which the Association is a party, including any management agreement, lease, or other contract to which the Association is a party or under which the Association has an obligation or responsibility. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

(j) Accounting records for the Association and separate accounting records for each parcel, according to generally accepted accounting principles. All accounting records shall be maintained for at least seven (7) years. The accounting records shall be open to inspection by Members or their authorized representatives at reasonable times. The failure of the Association to permit inspection of its accounting records by a Member or their authorized representatives entitles

any person prevailing in an enforcement action to recover reasonable attorney's fees from the person in control of the books and records who, directly or indirectly, knowingly denied access to the books and records for inspection. The accounting records shall include, but are not limited to:

1. Accurate, itemized, and detailed records of all receipts and expenditures.
 2. A current account and a periodic statement of the account for each Member of the Association, designating the name of the Member, the due date and amount of each assessment, the amount paid upon the account, and the balance due.
 3. All tax returns, financial statements, and financial reports of the Association.
 4. Any other records that identify, measure, record, or communicate financial information.
- (k) A copy of the disclosure summary required by Section 720.401(1), Florida Statutes.
- (l) All other records related to the Association's operation, except matters governed by the attorney-client privilege.

ARTICLE X ASSESSMENTS AND FINES

Section 1. As more fully provided in the Declaration, each Member is obligated to pay to the Association all assessments as listed in the Declaration, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments that are not paid when due shall be delinquent. If the assessment is not paid within ten (10) days after the due date, the assessment shall bear interest at the rate of eighteen percent (18%) per annum and shall be subject to a late fee of twenty-five dollars (\$25.00). The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment, provided however, in no event shall this interest rate exceed the maximum allowed by law. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Property or abandonment of his Lot.

Section 2. The Association has the power to levy fines up to the maximum amount allowed by law from time to time. Fines will become liens against a Lot as provided by Florida Statute as in effect from time to time.

ARTICLE XI CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: TUSKAWILLA CROSSINGS Owners Association, Inc., and within the center the word "Florida" and the year of incorporation.

ARTICLE XII AMENDMENTS; CONFLICTS

Section 1. These By-Laws may only be amended by a simple majority of the Board of Directors of the Association.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-laws, the Articles shall control; and in the case of any conflict between the Declaration and the By-Laws, the Declaration shall control.

ARTICLE XIII MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

ARTICLE XIV FNMA/FHA/VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal National Mortgage Association (FNMA), Federal Housing Administration (FHA) or Veterans Administration (VA) if Declarant determines that such approval is necessary:

- (a) Amendment of these Bylaws;
- (b) Merger, consolidation and/or dissolution of the Association;
- (c) Annexation of additional properties; or
- (d) Mortgaging of Common Areas.

ARTICLE XV RIGHT OF MEMBERS TO PEACEFULLY ASSEMBLE

As provided by Florida Statute, all common areas serving any homeowners' association shall be available to Members and their invited guests for the use intended for such areas. The entity or entities responsible for the operation of the common areas may adopt reasonable rules and regulations pertaining to the use of such common areas. No entity or entities shall unreasonably restrict any Member's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common areas.

ARTICLE XVI INDEMNIFICATION OF OFFICERS AND DIRECTORS

To the fullest extent permitted by law, the Association shall indemnify any person who is or was a party, or is threatened to be made a party, to any threatened, pending or completed action, suit or other type of proceeding (other than an action by or in the right of the Association), whether civil, criminal, administrative, investigative or otherwise, and whether formal or informal, by reason of the fact that such person is or was a director or officer of the Association or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against judgments, amounts paid in settlement, penalties, fines (including an excise tax assessed with respect to any employee benefit plan) and expenses (including attorneys' fees, paralegals' fees and court costs) actually and reasonably incurred in connection with any such action, suit or other proceeding, including any appeal thereof, if such person acted in good faith and in a manner such person reasonably believed to be in, or not opposed to, the best interests of the Association and, with respect to any criminal action or proceeding, had no reasonable cause to believe such person's conduct was unlawful. The termination of any such action, suit or other proceeding by judgment, order, settlement or conviction, or upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner that such person reasonably believed to be in, or not opposed to, the best interests of the Association or, with respect to any criminal action or proceeding, had reasonable cause to believe that such person's conduct was unlawful. The foregoing indemnification obligations shall be controlled and interpreted by applicable Florida statutes with respect to the indemnification of directors and officers of a not-for-profit corporation.

ARTICLE XVII EMERGENCY PROVISIONS

In the event of an "emergency" as defined in Section (g) below, the Board of Directors may execute the emergency powers described in this Article XVII and any other emergency powers authorized by Sections 617.0207 and 617.0303, Florida Statutes, as amended from time to time:

(a) The Board may name as assistant officers, any persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of emergency, to accommodate the incapacity or absence of any officer of the Association. Such assistant officers shall, however, be Members of the Association.

(b) The Board may relocate the principal office of the Association or designate alternative principal offices or authorize the officers to do so.

(c) During the emergency, the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication, radio, cellular phone, or e-mail. The Director or Directors in attendance at such meeting shall constitute a quorum and all actions taken thereat shall be actions of the Board.

(d) Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association and shall have the rebuttable presumption of being reasonable and necessary.

(e) Any officer, director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency provisions shall incur no liability for doing so, except in the case of willful misconduct.

(f) These emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(g) For purposes of this Article only, an “emergency” exists only during the period of the time that the Property or the immediate geographic area in the which the Property is located, is subjected to:

- (a) A state of emergency declared by local civil or law enforcement authorities;
- (b) A hurricane warning;
- (c) A partial or complete evacuation order;
- (d) Federal or state disaster area status, or
- (e) A catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Property, such as an earthquake, tidal wave, hurricane, tornado, war, civil unrest, or an act of terrorism.

(h) An emergency also exists for purpose of this Article during the time when a quorum of the Board cannot readily be assembled because of the occurrence of a event as defined in section (g) above. A determination by any two (2) Directors, or by the President, that a emergency exists, shall have presumptive validity and shall be the source of exercise of the forgoing emergency powers.

EXHIBIT "D"

COMMON AREA TRACTS

EXHIBIT "D"**COMMON AREA TRACTS**

TRACT NAME	TRACT USE	OWNED/MAINTAINED
A	CONSERVATION	HOA/HOA
B-1	CONSERVATION	HOA/HOA
B-2	CONSERVATION	HOA/HOA
C	CONSERVATION	HOA/HOA
CC	OPEN SPACE	HOA/HOA
D	CONSERVATION	HOA/HOA
DD	OPEN SPACE	HOA/HOA
E	POND	HOA/HOA
EE	OPEN SPACE	HOA/HOA
F	POND	HOA/HOA
FF	PRIVATE PARKING	HOA/HOA
G	POND	HOA/HOA
GG	LIFT STATION	HOA/HOA
H-1	POND	HOA/HOA
H-2	POND	HOA/HOA
I-1	POND	HOA/HOA
I-2	POND	HOA/HOA
J	OPEN SPACE	HOA/HOA
K	OPEN SPACE	HOA/HOA
LL	OPEN SPACE	HOA/HOA
MM	OPEN SPACE	HOA/HOA
P	OPEN SPACE	HOA/HOA
R	OPEN SPACE	HOA/HOA
S-1	OPEN SPACE	HOA/HOA
S-2	OPEN SPACE	HOA/HOA
T	OPEN SPACE	HOA/HOA
U	PARK AREA	HOA/HOA
V	OPEN SPACE	HOA/HOA
W	OPEN SPACE	HOA/HOA
X	OPEN SPACE	HOA/HOA
Y	OPEN SPACE	HOA/HOA

EXHIBIT "E"

ENVIRONMENTAL DISCLOSURES AND RESTRICTIONS

Lennar Homeowner Environmental Disclosure (post Closure order of entire Brownfield Site)

An area of the Project (the "Brownfield Site") was subject to an environmental cleanup ("Site Rehabilitation"), supervised by the Florida Department of Environmental Protection ("FDEP"). The FDEP has issued a Site Rehabilitation Completion Order, deeming the Site Rehabilitation complete and the Brownfield Site in compliance with applicable soil and groundwater criteria. The FDEP public records relevant to this disclosure can be obtained from the FDEP online information website (<http://depedsms.dep.state.fl.us/Oculus>). The site is listed in the waste cleanup section and the site ID is COM_149079.

The foregoing disclosure is based on circumstances at the time of its writing and should not be relied upon as a complete description of the environmental issues pertaining to the Project. Prior to any transaction transferring title to any Lot or to any part of the Project, transferee should obtain current information from the transferor and the FDEP about the Brownfield Site, the restrictions and the associated environmental issues.

HOA Environmental Disclosure (pre-Closure Order and home sales)

An area of the Project is subject to permanent land use restrictions. This area is defined as the "Brownfield Site." Within the Brownfield Site, these restrictions limit residential development and access to and use of groundwater and disturbance of soil. An area of groundwater contiguous to the western and eastern borders of the Brownfield Site is also subject to the groundwater restrictions. (See Deed attached as Exhibit A and overlay of the Brownfield Site as Exhibit B). These restrictions are integral to an ongoing environmental cleanup ("Site Rehabilitation") of the Brownfield Site, supervised by the Florida Department of Environmental Protection ("FDEP"). The FDEP is responsible for issuing a Site Rehabilitation Completion Order, when the cleanup is complete, deeming the Brownfield Site to be in compliance with applicable soil and groundwater criteria. At that time, the existing restrictions will be removed from all individual home lots upon FDEP approval. The FDEP public records relevant to this disclosure can be obtained from the FDEP online information website (<http://depedsms.dep.state.fl.us/Oculus>). The site is listed in the waste cleanup section and the site ID is COM_149079.

The foregoing disclosure is based on circumstances at the time of its writing and should not be relied upon as a complete description of the environmental issues pertaining to the Project. Prior to any transaction transferring title to any Lot or to any part of the Project, transferee should obtain current information from the transferor and the FDEP about the Brownfield Site, the restrictions and the associated environmental issues.

PROPOSED DEVELOPMENT

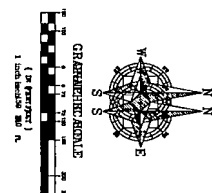
131 UNITS

131 - 34' x 110' - LOT 1-131
 135 - 50' x 120' - LOT 132-228; 233-270
 64 - 60' x 120' - LOT 232; 271-323; 330-359
 49 - 70' x 120' - LOT 229-231; 324-349; 360-379
 379 - TOTAL UNITS

131-34' x 110' - LOT 1-131
135-50' x 120' - LOT 132-228; 233-270
64 - 60' x 120' - LOT 232; 271-323; 350-359
49 - 70' x 120' - LOT 229-231; 324-349; 360-379
379- TOTAL UNITS

PROPERTY BOUNDARY

BROWNFIELD AREA 1



NOT FOR CONSTRUCTION



SCALE	DRAWN:
1" = 150'	S. SIERRA-GIL
PROJECT	DESIGNED:
CAL-001	L. CLASSON
SHEET	CHECKED:
EX-6	L. CLASSON
	DATE:
	4/20/2018

TUSKAWILLA CROSSINGS
CITY OF WINTER SPRINGS, FLORIDA

CIVIL ENGINEERING & LAND PLANNING

APPIAN ENGINEERING LLC.

APPANET.COM • 407.960.5858

2231 Lee Road, Suite 17, Weston, FL 33391

[illegible]

EXHIBIT "F"

ARCHITECTURAL GUIDELINES STANDARDS & CRITERIA

Tuskawilla Crossings ARCHITECTURAL GUIDELINES STANDARDS & CRITERIA

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

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

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

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

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

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

Alteration Application

1. An ACC review application may be obtained from the community manager.
2. A separate alteration application should be submitted for each exterior modification.
3. Incomplete applications will be "rejected" and not be considered until resubmitted with all the necessary information for the ACC to make a decision.
4. The ACC has up to 30 days from the date a properly completed Alteration Application is received by them to take action on that request or it is deemed unapproved.

Each application should include:

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

Access to Common Areas

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

Air Conditioners

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

Antennae and Satellite Dishes

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

3. The ACC requires that all such items be screened from view and that the installation of the antenna comply with all applicable safety restrictions, including any restrictions as to location and height of antenna as imposed by applicable fire codes, electrical codes, zoning codes, and building codes.
4. All satellite dishes must be no larger than thirty-nine (39") inches in diameter.
5. All antennae and satellite dishes should be either ground mounted on a stand-alone pole or mounted on the rear wall or rear sidewall of the house so as to not be visible from street.
6. Satellite dishes that are ground mounted shall be installed at no greater distance than eight (8') feet from the house and preferably in a screened or fenced area.
7. It is respectfully requested that satellite dishes NOT be placed on top of roofs.
8. Should you feel that your roof is the ONLY location that will give you proper reception, please contact the management company immediately and provide a copy of the proposed location and letter from installer stating why this is the necessary location for installation.
9. Any installation on roof tops should be clamped on and not screwed into the structure as it may automatically void any builder and/or roof warranties.
10. Installation of satellite dish shall be in accordance with the current rules of the FCC, placement shall be as inconspicuous as possible.
11. All installations shall meet the minimum wind load requirements of the Florida Building Code (latest edition) concerning wind resistance and other applicable requirements.
12. Homeowners shall not permit their antennae and satellite dishes to fall into disrepair or to become a safety hazard, and shall be responsible for their maintenance, repair and replacement, and the correction of any safety hazard.
13. If antennae or satellite dishes become detached, Homeowners shall remove or repair such detachment within seventy-two (72) hours of the detachment. If the detachment threatens safety, the Association may remove the antennae or satellite dish at the expense of the Owner, without prior notice.

Security/Video Cameras

1. Cameras may be installed only after written approval is obtained from the Association's ACC. As a condition of installing cameras, the Homeowner, including his or her successors and assigns, shall defend and hold harmless the Association from any and all claims for damages that relate to or concern the installation, operation, maintenance and use of cameras. This obligation by the Homeowner shall include the obligation to maintain, repair and replace any and all portions of the Home or Lot that are damaged, either directly or indirectly, by the installation, operation, maintenance, use and removal of any camera or cameras.
2. Cameras shall be installed on the exterior of a Home in accordance with these rules as amended from time to time and shall be limited in number and size. Specifically, one Home may have up to eight (8) cameras on the exterior of the Home, provided that no more than four (4) of those cameras shall be visible when viewing the front elevation of the Home from the street. No camera installed on the exterior of a Home shall exceed seven (7) inches in length, four (4) inches in height and four (4) inches in width. All cable and conduit connected to or supporting a camera shall be concealed from view behind a wall, fascia board or soffit board.

3. Cameras on the exterior of a Home shall be fixed to the exterior walls, soffit boards or fascia boards. Cameras are not permitted in any other location on the Lot, including but not limited to on roof tops. Cameras that rotate, pivot or move by remote control shall not be moved or positioned in a manner that may violate the privacy of another resident or that may impair a person's quiet enjoyment of their Home or Lot.
4. Cameras shall be of the same color as any wall, soffit board or fascia board to which they are affixed.
5. No camera shall be installed in any manner or location that will violate the privacy of another person or their peaceful enjoyment of the Properties. For example, and without limitation, no camera on the exterior of a Home shall be pointed directly at the front door, garage door, windows or patio of another Home. Rather, cameras on the exterior of a Home shall be positioned to capture the areas immediately around the Home and the Lot upon which they are installed. In the event that a camera on a Home or Lot is positioned improperly, at the request of the Board of Directors or ACC, the Owner shall reposition the camera or remove it to comply with these rules and regulations. Cameras shall also not be operated remotely or otherwise controlled by their owner in any manner that may violate this rule.
6. The installation of cameras in no way implies any responsibility whatsoever on the part of the Association, including but not limited to its Board of Directors, ACC, staff, volunteers, officers, directors, employees, managers, managing agents, access control personnel, agents or legal representatives. The Association, as defined above, shall not be held liable, or otherwise responsible, for damaged property, illegal activity, personal injury or death.
7. The Association's approval of a Homeowner's request to install cameras is not a guarantee of safety or protection of any person or property of any kind. All people on the Properties, including but not limited to, owners, tenants, guests, invitees, employees, management personnel, access control personnel, vendors and contractors, are strongly encouraged to provide for their own security measures and take proper safety precautions, as they each deem appropriate and necessary in their own discretion and judgment. Each person shall be responsible for providing his or her own insurance coverage for their health, safety and property.

Awnings

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

Barbecues/Smokers/Grills/Fire pits

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

Canopies

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

Car Covers

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

Carriage lights

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

Decks and Concrete Patios

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

Dog Houses, Kennels and Runs, Invisible Fences

1. All dog houses will be located in a fenced rear yard and within the side setbacks of the house.
2. The exterior colors and materials must relate to the exterior of the house in which they are located or blend with the environment. The height of the dog house may not exceed the height of the fence. These are subject to the proper maintenance, care and appearance as with any structure.

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

Doors

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

Driveways and Entrances to Garage

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

Elevations (change in Facade including reconstruction)

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

Elevations (change in Grade)

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

Encroachment and Plantings on Common Grounds

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

Exterior Painting and Approved Color Schemes

1. Only those colors noted on the Approved Paint Colors Exhibit are permitted.
2. Prior to painting, each Owner must submit to the ACC a color plan showing the color of all exterior surfaces that shall include samples of the actual colors to be utilized and the materials.
3. Alteration Applications submitted without color samples will be returned. No house may have more than three colors (base, trim, accent door colors).
4. The body of the house (base color) must have a flat or eggshell finish, no gloss or high gloss finishes are permissible. If an Owner is proposing to paint doors and trims with gloss or high gloss, this needs to be noted on the Alteration Application.
5. There must be a minimum distance of one home to either side and in front of the applicant's home before a color combination can be repeated.

Fencing

No fences are approved without the express, prior written approval of the Architectural Control Committee (ACC) of the Tuskawilla Crossings Homeowners Association, Inc. (HOA). Please note that the ACC has up to 30 days to act on an application. PLEASE PLAN YOUR PROJECT ACCORDINGLY.

1. Standard lots
 - a. Privacy fences Installed for the purpose of enclosing the back yard:
 - i. Are to be six foot (6') high tongue and groove style tan/beige PVC,
 - ii. Must be set back a minimum 10' from face of house. If part of front face of house is set deeper, the minimum setback is 5' on that particular side. (See Sketch)
 - iii. The fence must be installed immediately inside the property line. Also remember that the fence is on your property and you are responsible to maintain the property up to the property line. This means that you are

responsible for trimming the grass on the outside of the fence up to your property line. (*Exception – when aluminum picket fence is placed around the perimeter of a swimming pool to meet county code.*)

- b. Aluminum picket fence shall be four foot (4') or five foot (5') high black aluminum open picket style commonly referred to as the Key West style; Maximum five (5) feet in height.

2. Corner lots –

- a. ALTERNATE "A" - Four foot (4') or five foot (5') high black aluminum open picket style 5' off the sidewalk, OR
- b. ALTERNATE "B" - , Six foot (6') high tan/beige PVC tongue and groove style 5' off the sidewalk.

3. Waterfront lots – & Storm water Management Areas (Dry/Wet Ponds)

- a. ALTERNATE "A" - Four foot (4') or five foot(5') high black aluminum fencing on side yard them tapering down to 4'on back of lot is allowed or
- b. ALTERNATE "B" – Six (6') high Tan PVC privacy fence on side yards - the last eight foot (8) then tappers down as it approaches the rear property line will then transition in height to match the rear fence. The rear fence must be four foot (4') high open picket style either tan pvc or black aluminum style fence.

4. Conservation Lots –

- a. ALTERNATE "A" - Four foot (4') or five foot (5') high black aluminum fencing on side yard them tapering down to 4'on back of lot is allowed or
- b. ALTERNATE "B" - 6' Tan PVC privacy fence on side yards - the last eight foot (8) then tappers down as it approaches the rear property line will then transition in height to match the rear fence. The rear fence must be four foot (4') high open picket style either tan pvc or black aluminum style fence.

5. General Conditions

- a. Front yards may not be fenced
- b. All PVC fencing must be tan/beige tongue and grove often referred to as the Lexington style. Panels look the same on both sides. Maximum height will be 6'. Fences that abut a perimeter wall or fence must be tapered down to meet the same height of the perimeter wall or fence so as not to exceed its height.
- c. Please attach a copy of your plot plan to your alteration application with desired location of fence sketched onto it and denoting setbacks in number of feet. (Please use different color or line style to distinguish survey from alternations)
- d. Once approved, the installation must be completed within 90 days.
- e. Fencing must remain in "like new" condition at all times. "Like new" condition means that regular cleaning of the fence would be needed to keep the crisp, clean appearance. "Like new" also means that any repairs to maintain the vertical nature of the fence should be performed on an as needed basis. At no time will

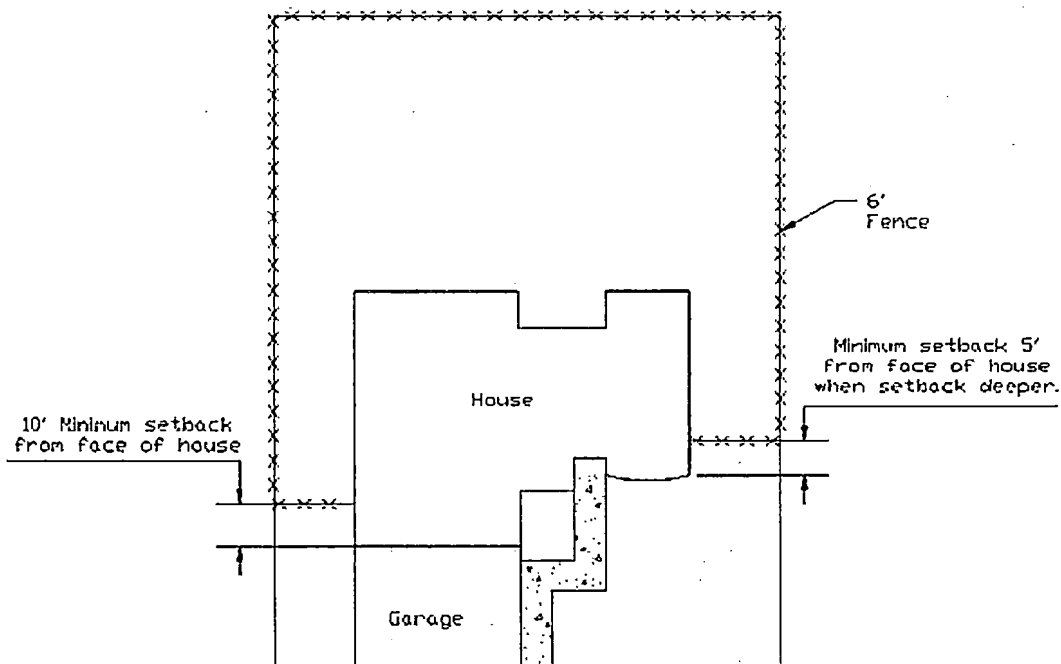
bent, warped, unstable or loose fence panels or posts be allowed for a period of longer than seven days, seven days being deemed a reasonable time period to perform said repairs.

- f. ***It is recommended that a twelve inch (12") wide mulched maintenance strip be installed and maintained beginning on the property line and continuing under the fence into your yard. This will make it easier to maintain the fence without causing damage and reduces or eliminates the need to trim the grass on the outside of the fence.***
- g. Fences must have the prior approval of the ACC and must be constructed of materials described above and shall be built to conform to all manufacturers specifications.
- h. Fences shall be at a height of six feet with the exception of fences on lots with view corridors such as ponds and conservation areas or other view enhanced areas. The view corridor fence shall be gradually reduced to a height of four (4) feet for the last ten (8) feet of fence that abuts the view corridor.
- i. All fences that will abut an existing fence or perimeter wall must be installed with the final end side section graduating in height so that the last panel meets the height of the existing fence or perimeter wall.
- j. Fences shall not be installed flush to the ground in order to prevent blockage of storm water drainage.
- k. It is recommended that fences not be installed in drainage or utility easements. However, if the ACC grants permission for a fence to be installed in a drainage easement it is the responsibility of the homeowner to correct any changes in drainage on the homeowner's home site or adjoining home sites at the homeowners expense.
- l. Should the Association, City or County be required to correct a drainage or utility situation either above or underground on lots affected by swales, rear yard drains or easements, the homeowner is responsible for all costs associated with the removal and reinstallation of the fence installed in said easement.
- m. Only the good side of the fence may face outward. No posts or stringers may be visible from the outside of the fence.
- n. No fence shall be constructed closer than ten (10) feet back from the forward facing corners of the house. No fence shall be permitted to extend beyond the front corners of the house in any circumstance.
- o. Notwithstanding any other governmental regulations, any side fencing on a typical or regularly shaped corner lot shall be located no more than one-half of the distance between the side wall of the house and the side property line that is next to the side street. The measurement for the distance of this fence shall start at the side wall of the house, Fence setbacks on irregularly shaped corner lots will be reviewed on a case-by-case basis.
- p. Fences for corner lots or those on alleys require close coordination with the ACC due to their unique layout and concerns for vehicle visibility/safety and compliance with existing easements and county building code setback requirements. The ACC will also take into consideration how a home abutting this lot will be affected due to front set back requirements for the abutting lot.

- q. Fences or walls abutting the alleys on the sides or rear of alley Lots shall be at least five (5) feet from the back of the curb located on the alley way and shall be at least four (4) feet from any access and drainage easement located on alley Lots, and no more than the lower four (4) feet may be solid, i.e. privacy, fencing. In the event an owner desires to install a fence six (6) feet in height, the top two (2) feet must be lattice.
- r. Except where easements or swales exist, fences will be installed no more than six (6) inches inside the property line. Alleyways between fences will not be permitted. ***(Exception – when aluminum picket fence is placed around the perimeter of a swimming pool to meet county code.)***
- s. Irrigation systems must be reconfigured to provide complete coverage outside of the fenced area.
- t. Any and all required governmental approvals/permits for fence construction are the responsibility of the homeowners and must be obtained prior to construction. It is the responsibility of the Owner to comply with all City, County and/or Association requirements, whichever is most stringent.

The Association reserves the right to prohibit fencing of certain lots due to aesthetic reasons.

STANDARD LOT SETBACK SKETCH



Flags – Federal, State, Military

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

Front Entry of Home

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

Front Roof Changes

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

Garage

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

Garbage and Trash —Screening of Containers and HVAC Equipment

1. All garbage cans and other garbage containers shall be kept inside the garage or in the rear yard, screened to conceal them from view of neighboring Lots and streets, except on the day of collection. (TIP: If storing garbage cans inside the garage, placing one or two untreated charcoal briquettes inside the trash can after each trash pick-up day can eliminate odors.)
2. Acceptable screens shall be of material and color compatible with the design of the residence and may include landscaping or fencing.

3. If enclosed, overall height of the enclosure, including posts shall not exceed four (4) feet. Overall length shall be kept to the minimum necessary to accomplish the screening. Overall width may not block side yard access to the rear yard.
4. All screens, landscape structures or plant materials shall be located a minimum of two (2) feet from HVAC equipment to allow for adequate air circulation around the equipment, but may not encroach or trespass on a neighboring property or disturb yard drainage.
5. If plantings are used for screening, 'adequate screening' shall be plantings which initially (i.e. when first planted or installed) screens a minimum of eighty percent (80%) and which completely screens the cans or equipment within one (1) year from the date of approval.
6. Garbage cans shall not be placed at the street for pick up earlier than 5pm the night before pick up day and empty containers shall be removed from sight the same day as pick up. All food refuse shall be placed in a covered receptacle to avoid attack from animals. Plastic garbage bags are not adequate.
7. Garbage and other refuse may not be accumulated or stored on any portion of the Lot.
8. Open burning of garbage and other refuse is not permitted.

Garden Hoses

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

Gas Tanks (Propane and/or Natural)

1. Preferable installation is to have gas tanks buried. Gas tanks installed above ground shall meet applicable building code requirements.
2. If Owner chooses not to bury the gas tank, the tank must be screened from view of the streets and neighboring property. Appropriate screening includes fencing and landscaping.
3. If using landscape for screening the tank, Owner shall install no less than six (6) plants to screen tank from view of the street and other properties. Plants that are a minimum of three feet tall and that will reach a maximum 80% capacity within 12 months shall be installed and allowed to grow to the height of the gas tank. When the tank height is attained, the plants will then be properly trimmed and maintained at that height. Any dead plants shall be replaced immediately with the same type of plant of similar height.
4. Separate and apart from the foregoing, pursuant to the Declaration, other than one (1) portable propane tank for use with an outdoor barbeque grill, no oil tanks or bottled gas tanks shall be allowed on any Lot without the express written consent of the ACC and such tanks shall be located so they cannot be seen from other Lots, Common Area or Streets.

Generators

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

Gutters and Solar Collectors

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

Holiday Decorations

1. Holiday displays in the front entryway and on the front door, along with traditional holiday lighting do not require approval from the ACC.
2. Holiday lights and decorations shall not create a nuisance to the adjacent residents or the community.
3. Holiday lights and decorations to celebrate Christmas, Hanukkah, or other holiday, may be installed commencing on Thanksgiving and shall be removed no later than January 15th of the following year. Brackets, clips and other holders for holiday lights that are installed on a house must be removed at the time that the lights are removed.
4. No more than 3 individual inflatable display items are permitted for any holiday.
5. Special decoration displays for Valentine's Day, R. Patrick's Day, Easter, Memorial Day, Independence Day, Halloween, Veteran's Day, Thanksgiving, or other religious holiday may be placed on the exterior of the lot fifteen (15) days prior to the special day and must be removed fifteen (15) days after the special day.

6. Any displays other than those defined above will require the approval of the ACC.

House Numbers

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

Irrigation

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

Landscaping

1. The addition or removal of any landscaping is a landscape change subject to the power of the ACC to promulgate guidelines.
2. The following guidelines apply to landscape changes:
 - i. Landscaping may be added to or removed from the yard of any Lot, but only with the approval of the ACC.
 - ii. Maintenance of the lawn and landscaping shall mean at a minimum, upkeep, maintenance and preservation of that which was initially installed by the builder of the house on the Lot.
 - iii. Any Lot owner who wishes to modify and change the landscaping installed by the builder of the house on his Lot, to a Xeriscape or low water-usage design must first obtain approval from the ACC. The Alteration Application requesting this approval must be accompanied by a landscape design that is a certified Florida-friendly yard under the Florida Yards and Neighborhoods (FYN) program. Information about this program can be obtained through the Seminole County website online.
 - iv. The ACC encourages all Owners to follow the Florida Friendly Landscaping Principles shown below when making changes to their landscape design.
 - a. Right plant in the right place

- b. Water efficiently
- c. Fertilize appropriately
- d. Mulch
- e. Attract wildlife
- f. Manage yard pests responsibly
- g. Recycle yard waste
- h. Reduce storm water runoff
- i. Protect waterfront

Berms

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

Buffer Landscaping Between Lots

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

Edging or Landscape Borders

1. Poured concrete curbing, concrete edging blocks, stacked stone or slate and black or green plastic edging are the only acceptable forms of edging a sample or photo of the curbing/edging shall accompany the request.
2. Only one style of landscape curbing and/or edging may be used in areas of the lot which are not enclosed by a privacy fence.

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

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

Islands

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

Landscape Lighting/Flood Lights

1. Landscape lighting, solar or wired, may only be installed in landscaping beds and along the walk from the front door to the driveway. It may not be installed along the sides of the driveway, adjacent to the sidewalk or between the sidewalk and the street. Individual lights shall be black, white, or natural metal in color (silver, gold, bronze or copper).
2. Lights shall not be spaced closer than 30 inches on center.
3. Post mounted lights shall not exceed 12 inches in height, hanger mounted lights shall not exceed 24 inches in height from the top of the light fixture to ground level.
4. Lighting shall be low level and recessed to shield the source of the light. Low voltage fixtures shall be located and aimed carefully. Tree mounted lights are not allowed.
5. Junction boxes and other lighting hardware shall be placed below grade or screened by landscape material to minimize daytime visibility.
6. Lights may not shine onto other properties or onto the sidewalk or street.

Ponds and Waterfalls

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

Trees — Planting

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

Trees — Relocation

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

Trees— Removal or Destruction

1. The removal or destruction of any tree and distinctive flora is a landscape change and, therefore, subject to the authority of the ACC to approve or disapprove the removal or destruction of trees.
2. The following guidelines shall apply to the removal or destruction of trees and distinctive flora:
 - i. Trees that have been planted at the direction of the builder/developer to meet County development requirements shall not be intentionally destroyed or removed.
 - ii. Trees which have a diameter in excess of six inches (6") measured two feet (2') above ground level, and distinctive flora shall not be intentionally destroyed or removed except with the prior approval, in writing of the ACC.

- iii. Prior to the written approval of the ACC to remove any tree described above or distinctive flora, the homeowner shall first obtain written approval (in the form of a removal permit along with any conditions for replacing the removed tree or distinctive flora) from the governing County agency or department.
- iv. The above requirements pertain to trees and distinctive flora which die, for whatever reason, and unless otherwise approved by the ACC, shall be replaced with the same species and size tree or distinctive flora as the original tree or distinctive tree flora.

Trees - Street Trees

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

Trellises, Lattice, Arbors, Arches and Pergolas

- 1. Arches, arbors, pergolas, trellis and similar structures are permitted with ACC approval.

Vegetable, Herb and Cutting Gardens, Compost bins

- 1. Vegetable, herb and cutting gardens shall be confined in fenced rear yard and plants shall not exceed fence.
- 2. Gardens shall be properly maintained during the growing season and thereafter, all dead plants, stakes or other materials shall be removed.
- 3. Composting is only permitted in commercially manufactured bins designed specifically for suburban composting and must have ACC approval prior to placement of the bin on the Lot. Any such bin shall be covered at all times and located in rear yard and not visible from street.
- 4. Compost bins shall be located a minimum of fifteen feet (15') from neighboring property lines.
- 5. Should an adjacent property owner complain regarding odors, rodents or other animals that are attracted to the bin, the Association will notify the Owner in writing and they must immediately remedy the situation. In the event that the Owner does not abate the problem within ten (10) days from receipt of notice, the Association shall have the right, without further notice to enter the property and remedy the problem. All expenses incurred shall be assessed to the homeowner.

Lawn Furnishings

1. All other types of lawn furniture will be located in the rear of the home and not be visible from the street in front of the home.
2. Porch Swings and patio style furniture will be the only acceptable furniture on the front porch of the home. Maximum 3 pieces, example two chairs one table or a double swing,
3. For safety reasons all lawn furniture shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.
4. All lawn furniture shall be removed upon issuance of any storm warnings of a Tropical Storm Warning or higher.

Lawns

1. Lawns shall be maintained in accordance with adopted policies that define the minimum community standards.
2. All Lots shall have grassed front, side and rear lawns.
3. No gravel or similar type lawns will be permitted,
4. All lawns shall be sodded with St. Augustine or other approved Florida Friendly grass and irrigated unless dictated otherwise by local municipality. When replacing the builder installed St. Augustine sod with another type of grass, ACC approval is required.
5. Plant beds and trees will be mulched with mulch or earth tone river rocks (no white). It is suggested that rigid landscape edging be used to keep materials in plant beds.

Lighting

1. All exterior lighting shall be consistent with the character established in Tuskawilla Crossings and be limited to the minimum necessary for safety, identification, and decoration.
2. Owners may not install security spotlights or flood lights unless lights are activated by a motion sensor.
3. Fixture design and location shall be compatible with the design of the Home.
4. No spot lights, flood lights, or other high intensity lighting will be placed or utilized upon any house so that the light is directed or reflected on neighboring property.
5. Bollard light fixtures are not permitted.
6. Enclosures of light fixtures shall be designed to conceal the lamp bulb. Light bulbs may not exceed the manufacturer's recommendation for bulb wattage.
7. Fixtures may be incandescent, metal halide, mercury vapor, or high pressure sodium lamps. Bug lights and colored light bulbs are not allowed.
8. No fighting shall be permitted that constitutes a nuisance or hazard to any owner or neighboring resident.

9. Post mount light fixtures shall be permitted in the rear of the house and not visible from the street in front of the house.

Lightning Rods and Brushes

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

Ornaments

1. Ornaments or decorative embellishments include those on lawns, landscape beds, entryways and those mounted on the house that are visible from the street or common area.
2. Ornaments shall not exceed thirty (36) inches in any dimension; however, based upon the dynamics of the Lot and home, a variance may be considered (i.e. two story home on large Lot with tall landscape plants that will be planted adjacent to the ornament).
3. Ornaments of a solid color shall be white, dark green, brown, natural concrete or stone color. If made of metal, they may be the natural color of that metal.
4. Painted or glazed ornaments shall be as close as possible to the natural color(s) of the subject that they are depicting.
5. A maximum of three (3) ornaments and/or potted plants are permitted in front of the house or in the rear of a home that is not screened with a fence or other approved screening such as landscaping.
6. Lawn ornaments include, but are not limited to:
 - bird baths
 - bird feeders
 - bird or squirrel houses
 - Decorative flags (including holiday, sports, etc.)
 - fountains
 - patriotic display items (yellow ribbons, decals, etc)
 - personal items other than furniture are considered lawn ornaments
 - plants on hooks
 - plaques
 - potted plants
 - statues
 - stepping stones within a landscape bed
 - sun dials
 - tiki torch (may only be located in the rear yard of a home)
7. For safety reasons all lawn ornaments shall be removed when residence is unoccupied for a period of seven (7) days or more, unless prior arrangements have been made with a neighbor.
8. All lawn ornaments shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher.

9. No ornaments shall be hung from trees.
10. Bird feeders shall be mounted five (5) feet above ground level, not visible from the street.
11. Multiple bird dwellings, i.e. bird coops are not allowed.
12. Ornaments shall not be placed down driveway perimeters, on street catch basins or on utility boxes.
13. Decorative buckets, plastic paint buckets and the like shall not be used.
14. One American flag, one POW and one U.S. Military flag and door wreaths (one per door) are not counted as ornaments.
15. Flower pots containing dead plants and empty flower pots shall be removed from public view immediately.
16. Artificial plants/trees or flower arrangements are not allowed on front entryways or lanais or in landscape beds or in tree rings.
17. Ornaments and flower pots displayed in sets of two or more will be counted individually. For example, a ceramic duck with two (2) ducklings is three (3) ornaments.

Outbuildings, Sheds and Storage Containers

1. No outbuildings, sheds, or other outdoor storage containers shall be permitted on any Lots. However, a utility or storage building, not to exceed six feet (6') in height, which is approved by the ACC, may be permitted provided it is located in the rear yard, not Visible from the Neighboring Property and adequately fenced

Play Structures, Recreational Equipment and Toys

1. All exterior play and recreational equipment, including swing sets, jungle gyms, soccer goals, trampolines, or the like must be located within the rear yard of the property and must be screened from public view with a privacy fence only.
2. No permanent Basketball goals are permitted. Portable goals must be stored after each use and not left out overnight.
3. Acceptable screening includes landscaping and fences. Trampolines will only be permitted within yards that have a privacy fence and installed as described below.
4. All play and recreational equipment must be maintained on a regular basis by the Owner.
5. Tree houses and skateboard ramps are not permitted on any portion of the Lot or common properties.
6. All play and recreational equipment is to be placed at least seven and one half feet (7.5') in from the rear property line and must be located within the side setbacks of the house.
7. All portable play and recreational equipment, including toys, must be removed from public view when not in use, unless within a fenced rear yard. Portable play and recreational equipment include items such as toddler's playhouses, slides, climbers and other large outdoor toys which are normally made of plastics and vinyl and that are not anchored in concrete.

8. All portable play and recreational equipment shall be removed when residence is unoccupied for a period of seven (7) days or more unless prior arrangements have been made with a neighbor.
9. All portable play and recreational equipment shall be removed upon issuance of any storm warnings of Tropical Storm Warning or higher. Owners shall take all recommended actions to secure non-portable equipment in storm events to ensure that said equipment does not cause bodily injury or damage to ether's property.
10. Basketball equipment and trampolines may not be used from dusk to dawn.

Play Structures - General

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

Play Structures— plastic and other toys

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

Rain Barrels & Rain Chains

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

Reflectors

1. Reflectors are not allowed.

Residential Construction

1. Minimum square footage of residences shall be **1,000** square feet living space (air conditioned).
2. Minimum two car garage.
3. No home with the exact same elevation may be built side by side on neighboring lots.

Roofs

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

Roof Extensions/Covering

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

Screen Enclosures Patios and Sunrooms

1. Screen enclosures may have shingled, Elite style insulated aluminum roofs or screened roof structures. If shingled, they shall match the existing shingles on the house and shall maintain the rear setback as required by local municipality code. If insulated aluminum panels, frame and roof color must be the same if top of roof will be visible to the street. The pitch of the roof shall meet current code requirements.
2. If the roof is screened, it shall be charcoal in color.
3. Framing must be anodized or electrostatically painted aluminum to match the framing of windows on the Home.
4. Screening shall be charcoal and of standard mesh size. No opaque or decorative screening is permitted.

5. Installation will meet all county and state building codes for homes within "C" Wind Exposure Zones and be designed and built to withstand 130 mile per hour winds.
6. All support cables, screws and fasteners shall be of a non-corrosive material such as stainless steel.
7. Structural gutters may be installed but where necessary, must be adjusted to tie into existing home gutters—runoff must be directed in a manner that will not negatively affect neighboring property or common property.
8. Aluminum kick plates, not to exceed sixteen (16") inches are allowed on screen enclosures including screen doors. Decorative grills may not be installed on screen doors.
9. Sun room walls shall have a stucco finish on the exterior to match the existing house and will be constructed at a height not to exceed thirty-six inches (36"). All construction must be in conformance with the applicable building codes.
10. Vinyl windows (clear or light grey) will be allowed with frames that match the color of the existing window frames. Sample of light grey tint shall be included with application.
11. Roof line may not exceed the height of the house.
12. Gable style roofs that are constructed of Elite style insulated aluminum panels will not be permitted unless the frame is bronze. Frame and roof of Elite style insulated aluminum roofs must match in color if the top of the roof will be visible to the streets or neighboring properties.
13. Exterior of the enclosure must be landscaped if not located within a fenced area.
14. Irrigation systems may require modification to ensure 100% coverage of the property. This should be a part of the Alteration Application.

Screen and Storm Doors

1. Screen and storm doors will not be allowed on the front of a home.
2. Security doors (metal grilles or bars) are prohibited.

Sidewalks and Stepping Stones

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

Signs

1. "For Sale" or "For Lease": - One (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4" by 4" post, and of not more than eight (8) square feet of surface area per side (2 sides maximum),

containing no handwriting whatsoever, and used solely in connection the marketing of the affected Lot for sale or lease.

2. "Protected by alarm" signs are authorized in landscaping near the front and rear door. Signs shall not exceed six inches (6") by eight inches (8").
3. A "permit board" displaying a building permit from the applicable governmental agency is allowed if required to be posted conspicuously.
4. Political signs are limited to two signs no larger than twenty-four inches (24") by thirty-six inches (36"). Political signs may be displayed for two weeks prior to an election and must be removed on the day following the election.

Skylights and Solar Panels

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

Storm/Hurricane Shutters

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

Swimming Pools and Spas

1. Any swimming pool to be constructed on any home site is subject to review by the ACC.

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

Water Softeners

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

Windows- Replacement, Tinting and Treatments

1. Originally installed windows may be replaced with windows of similar style. Replacement window frames shall match existing window frames unless all windows in the home are being replaced at the same time in which instance a request to change style or color may be considered by the ACC.
2. Owners may request to install energy conservation films on windows. Window tinting film applied to the interior of the windows shall be gray in color with no more than 21% solar reflectance's and no less than 30% light transmittance.

3. The degree of darkness allowed for non-reflective tinting shall remain with the ACC on a case by case basis. All tinting requests must be accompanied by a brochure or manufacturer's description. All requests must include a sample of the material to be used. This sample will remain with the application and will not be returned.
4. No silver, gold or bronze reflective colors are allowed. No reflective tinting or mirror finishes (to include aluminum foil) will be permitted.
5. Window treatments shall consist of drapery, blinds, decorative panels or other tasteful window covering. Any window treatments facing the front street of the house shall be white, off-white or other neutral color (i.e. interior shutters in a wood tone).
6. Sheets or other temporary window covering may be used for periods not exceeding one (1) week after an Owner or tenant first moves into a House or when permanent window treatments are being cleaned or repaired, but in no case may they be in place for longer than one (1) week.

Exterior Maintenance Of Structures And Grounds

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

Lawn & Landscape Maintenance Standards

The following lawn maintenance standards apply to landscaping maintained by Owners and residents of Tuskawilla Crossings.

1. Trees: Trees are to be pruned as needed and shall be maintained with a canopy no lower than eight feet (8') from the ground.
2. Shrubs: All shrubs are to be trimmed as needed and should be maintained at window ledge height.
3. Grass: Grass shall be St. Augustine unless an alternative has been approved, and shall not exceed five inches (5") in height. This includes the grass between the sidewalk and the street.
4. Edging: Edging of all street, curbs, beds and borders shall be performed as needed to prevent grass "runners" from growing onto driveways, sidewalks, curbs and into landscape beds. Grass along the walls of the house shall be edged. Chemical edging is not permitted.
5. Mulch: Mulch should be replenished as needed, at minimum, on a yearly basis to help control weeds.
6. Insect Control and Disease: Insect and disease control shall be performed on an as needed basis. Failure to do so could result in additional liability if the disease and insect spread to neighboring properties. Sod that is killed due to insect/disease shall be removed and replaced within thirty (30) days of dying. To change the turf will require ACC approval.

7. Fertilization: Fertilization of all turf, trees, shrubs, and palms should be performed no less than three (3) times a year and according to Best Management Practices as provided by the Seminole County Extension Service or the University of Florida IFAS Extension.
8. Irrigation: Watering and irrigation will be the sole responsibility of the homeowner. It is the Owner's responsibility to comply with all applicable watering restrictions.
9. Weeding: All beds are to be weeded every time the lawn is cut. Weeds growing in joints of curbs, driveways, and expansion joints shall be removed as needed. Chemical treatment is permitted. If landscape fabric is used, it must allow the free flow of water, air and gasses to and from the soil.
10. Trash Removal: Dirt, trash, plant and tree cuttings and debris resulting from all operations shall be removed and all areas left in clean condition before the end of the day. Trash may not be placed at curb until scheduled trash pick-up day.

Failure to Comply. Owners who are not in compliance with these maintenance standards will be sent notification from the Community Manager and will have seven (7) days from the date of the notice to comply. If non-compliant on the 8th day after the date of the initial notice, the Association will hire a landscape contractor to bring the lawn and/or landscaping into compliance. The Association will charge an administrative fee of \$25.00 plus the cost of the lawn contractor's services which will both be a Specific Assessment against the Lot. In addition, a second notice of non-compliance at a cost of \$10.00 will be issued and the homeowner will be referred to the Covenants Enforcement Committee, where applicable.

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

Portable Storage/ Moving Containers

1. Portable storage/ moving containers (commonly known as PODS) or any similar units designed for the temporary storage or transportation of a resident's personal household goods are permitted in the community for a maximum of seven (7) days.
2. After proper notification is given to the Owner, the Association has the right to enter a property and have the container removed if the Owner has failed to comply with this standard. All related costs including administrative charges and out-of-pocket expenses for the Association plus any attorney fees will be charged against the homeowner account and a lien immediately placed against the property until all costs are paid.

FOR SALE/LEASE SIGN EXHIBIT



CalAtlantic

Orlando

NEW Schemes

Scheme	Color Name	Color Number
17-01	Body Link Gray	6200
	Trim Drift of Mist	9166
	Front Door 1 Dutch Tile Blue	0031
	Front Door 2 Inkwell	6992
17-02	Body Anonymous	7046
	Trim Drift of Mist	9166
	Front Door 1 Deep Forest Brown	9175
	Front Door 2 Distance	6243
17-03	Body Dorian Gray	7017
	Trim Eider White	7014
	Front Door 1 Black Fox	7020
	Front Door 2 Messenger Bag	7740
17-04	Body Amazing Gray	7044
	Trim Alabaster	7008
	Front Door 1 Tradewind	6218
	Front Door 2 Web Gray	7075
17-05	Body Accessible Beige	7036
	Trim Anonymous	7046
	Front Door 1 Mt Etna	7625
	Front Door 2 Acacia Haze	9132
17-06	Body Light French Gray	0055
	Trim Drift of Mist	9166
	Front Door 1 Birdseye Maple	2834
	Front Door 2 Roycroft Pewter	2848
17-07	Body Sycamore Tan	2855
	Trim Natural Choice	7011
	Front Door 1 Sealskin	7675
	Front Door 2 Chanticleer	2912
17-08	Body Bittersweet Stem	7534
	Trim Anonymous	7046
	Front Door 1 Greenblack	6994
	Front Door 2 Jubilee	6248
17-09	Body Drift of Mist	9166
	Trim Extra White	7006
	Front Door 1 In The Navy	9178
	Front Door 2 Classic French Gray	0077

**SHERWIN
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NEW Schemes

**SHERWIN
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17-10	Body Outerbanks	7534
	Trim Grecian Ivory	7541
	Front Door 1 Perle Noir	9154
	Front Door 2 Outerspace	6251
17-11	Body Sage Green Light	2851
	Trim Oyster White	7637
	Front Door 1 Greenblack	6994
	Front Door 2 Perle Noir	9154
17-12	Body Dutch Tile Blue	0031
	Trim Drift of Mist	9166
	Front Door 1 Web Gray	7075
	Front Door 2 Rock Bottom	7062
17-13	Body Niebla Azul	9137
	Trim Alabaster	7008
	Front Door 1 Westchester Gray	2849
	Front Door 2 Charcoal Blue	2739
17-14	Body Drift of Mist	9166
	Trim Intellectual Gray	7045
	Front Door 1 Tricorn Black	6258
	Front Door 2 Watery	6478
17-15	Body Rushing River	7746
	Trim Thunder Gray	7645
	Front Door 1 Waterloo	9141
	Front Door 2 Iron Ore	7069
17-16	Body Gossamer Veil	9165
	Trim Origami White	7636
	Front Door 1 Spicy Hue	6342
	Front Door 2 Gauntlet Gray	7019