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MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR PORTIONS OF WIREGRASS RANCH LOCATED IN PASCO COUNTY, FLORIDA, AND FOR THE WIREGRASS RANCH MASTER ASSOCIATION, INC.

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MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR PORTIONS OF WIREGRASS RANCH LOCATED IN PASCO COUNTY, FLORIDA, AND FOR THE WIREGRASS RANCH MASTER ASSOCIATION, INC.

This **MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR PORTIONS OF WIREGRASS RANCH LOCATED IN PASCO COUNTY, FLORIDA, AND FOR THE WIREGRASS RANCH MASTER ASSOCIATION, INC.** ("**Master Declaration**") is made as of the Effective Date by Locust Branch, LLC, a Florida limited liability company, maintaining a principal office of 201 North Franklin Street, Suite 2000, Tampa, Florida 33602 ("**Declarant**").

PREAMBLE

WHEREAS, the real property that is or may be subjected to this Master Declaration is part of a Development of Regional Impact located in Pasco County, Florida, and known as the "**Wiregrass Ranch DRI**"; and

WHEREAS, the Wiregrass Ranch DRI was approved by that certain Wiregrass Ranch Development of Regional Impact #260 Development Order adopted by the Board of County Commissioners of Pasco County, Florida, through the adoption of Resolution No. 07-291 on July 17, 2007, pursuant to §380.06, *Fla. Stat.*, which was subsequently amended through the adoption of: Resolution No. 08-06 on October 9, 2007, Resolution No. 10-376 on September 7, 2010, Resolution No. 10-399 on September 21, 2010, Resolution No. 13-29 on October 23, 2012, Resolution No. 13-99 on February 5, 2013, Resolution No. 13-245 on June 11, 2013, and Resolution No. 14-66 on January 14, 2014 (collectively "**Development Order**"); and

WHEREAS, the Other Land Owners are the owners of various portions of the Total Property which are or may subsequently be subjected to this Master Declaration; and

WHEREAS, the Other Land Owners, and/or their predecessors in interest, caused the Declarant to be designated as the Master Developer for the Wiregrass Ranch DRI pursuant to the Development Order; and

WHEREAS, Declarant intends to develop or cause to be developed the Total Property, and the other properties located in the Wiregrass Ranch DRI, as a master-planned community to be known as "**Wiregrass Ranch**;" and

WHEREAS, the Declarant intends that the Total Property and the other properties included within the Wiregrass Ranch DRI be developed as a Master Planned Unit Development ("**MPUD**") under the Pasco County Land Development Code, and pursuant to the Master Plan set forth in the Wiregrass MPUD-Rezoning Plan DRI #260 ("**MPUD Master Plan**") and pursuant to the Wiregrass Ranch DRI Master Planned Unit Development Conditions of Approval for Rezone Petition No. RZ6976 (Board of County Commissioners of Pasco County, Florida, Resolution No. 04-42RZ on April 27, 2004, Resolution No. 10-30RZ on May 11, 2010, Resolution No. 11-33RZ on July 12, 2011, and Resolution 14-08RZ on February 25, 2014) (collectively "**MPUD Conditions of Approval/Resolutions**"), as previously amended and as they may be subsequently amended in the future; and

WHEREAS, a Master Development Agreement for Wiregrass Ranch was approved by the Board of County Commissioners of Pasco County, Florida on February 5, 2013 and was recorded on April 16, 2013 in the County's official public records at Book 8858, Page 167, as it may be subsequently amended in the future ("**Master Development Agreement**"), along with any such other Development Agreements to which Declarant may agree, further delineates the agreements applicable to the development of Wiregrass Ranch; and

WHEREAS, the DRI Land Use and Development Entitlements authorized in and approved by the Development Order are not assigned to any specific parcels or portions thereof within the DRI by the Development Order, but instead the Declarant as the Master Developer under the Development Order, controls the allocation, exchange, advancement, and assignment of the phased DRI Land Use and Development Entitlements to specific parcels or portions thereof within the DRI by written and recorded "Assignments of Wiregrass DRI Entitlements;" and

WHEREAS, Declarant and the Other Land Owners intend that the Total Property shall be developed: in accordance with the Development Order, the Development Agreements, the Pasco County Comprehensive Plan, the Pasco County Land Development Code, the MPUD Master Plan, the MPUD Conditions of Approval/Resolutions; and subject to any Builder Agreements; and

WHEREAS, those Other Land Owners which execute this Master Declaration, desire to subject the Committed Property to the covenants, conditions, restrictions, easements, terms, provisions, and limitations contained in this Master Declaration (including, but not limited to and without limitation, the Declarant's right to withdraw property from this Master Declaration or to add portions of the Total Property to this Master Declaration, from time to time, with the consent and joinder of the owners thereof if not owned by the Declarant, as provided in **Article III** herein); and

WHEREAS, all portions of the Total Property, which are not part of the Committed Property, may be used by the owners thereof in any lawful manner consistent with all Applicable Law; and

WHEREAS, Declarant has caused the Wiregrass Ranch Master Association, Inc., a not-for-profit Florida corporation ("**Master Association**") to be incorporated as a master homeowner's association pursuant to Chapters 617 & 720, *Fla. Stat.*, and will assign to the Master Association certain powers, duties, obligations, and responsibilities that may include, but are not limited to and without limitation: (**a**) the right and responsibility to own, operate, administer, manage, Maintain, repair, and replace portions of the Total Property or Committed Property to the extent not owned, operated, administered, managed, Maintained, repaired, and replaced by the District; (**b**) the right, responsibility, duty, and obligation to administer and enforce the covenants, conditions, restrictions, easements, reservations, terms, provisions, and limitations, contained in this Master Declaration; and (**c**) the right to do whatever is reasonably necessary to carry out and fulfill the purpose and intent of this Master Declaration; and

WHEREAS, the Master Association joins in and consents to this Master Declaration and accepts all of its present and future responsibilities and obligations hereunder.

NOW THEREFORE, the Declarant, with the joinder and consent of those Other Land Owners having an ownership interest in the Committed Property, whom hereby execute, join in, and

consent to this Master Declaration, hereby declares that the Committed Property shall be held, used, sold, conveyed, leased, mortgaged, and developed subject to all of the covenants, conditions, restrictions, easements, reservations, and all the other terms, provisions, and limitations set forth in this Master Declaration. All the covenants, conditions, restrictions, easements, reservations, and all other terms, provisions, and limitations contained in this Master Declaration are: imposed for the benefit of and shall burden the Committed Property, shall run with title to the Committed Property, and shall benefit and be binding upon all Persons having or acquiring any right, title, or interest in any portion of the Committed Property.

ARTICLE I
DEFINITIONS

1.1 Definitions. Unless clearly prohibited by the context in which they are used, when used in this Master Declaration the following words shall be defined as set out below:

1.1.1 "**Additional Property**" means the portion of the Total Property which is not included in the Committed Property, and thus not hereby submitted or subjected to this Master Declaration, as of the Effective Date. All or a portion of the Additional Property may be, but shall not be required to be, submitted and subjected to the terms and provisions of the Master Declaration by the Declarant at a future date, with the consent and joinder of the owner(s) thereof, if not the Declarant, pursuant to **Article III** hereof, and upon such submission shall become a part of the Committed Property.

1.1.2 "**Affiliate**" means: Deer Pond, LLC, a Florida limited liability company; Flycatcher Enterprises, LLC, a Florida limited liability company; Jane Hole, LLC, a Florida limited liability company; Maggie Pond, LLC, a Florida limited liability company; Persimmon Hole, LLC, a Florida limited liability company; Solly Branch Holdings, LLC, a Florida limited liability company; Wiregrass Ranch, Inc., a Florida profit corporation; and any other private entity which any member(s) of the Porter Family owns or controls from time to time. For the purposes of this definition, the Porter Family consists of: William H. Porter, Deborah K. Porter, Hatcher M. Porter, Martha Haley Porter, Lynda Porter, Alexis M. Porter, Rachel L. Porter, James Don Porter, Jr., Quinn K. Miller, Colby J. Chandler, J. Michael Gramling, and/or their respective natural and adopted children.

1.1.3 "**Alterations**" shall have the meaning set forth in **§6.8.5** hereof.

1.1.4 "**Amendment**" means any document and the exhibits thereto which when recorded in the County's official public records, amends, supplements, adds to, or modifies any terms or provisions of this Master Declaration and/or adds real property to, or withdraws real property from, the terms and provisions of this Master Declaration.

1.1.5 "**Applicable Law**" means any applicable codes, permits, ordinances, regulations, resolutions, rules, statutes, and other binding authority imposed by, or entered into with, the District or any Government Authorities, and any judicial opinions interpreting same or otherwise providing common law.

1.1.6 "**Articles of Incorporation**" and "**Articles**" mean the "Articles of Incorporation of Wiregrass Ranch Master Association, Inc., a Florida Not-for-profit Corporation,"

as they may be amended from time to time. A copy of the initial Articles is attached hereto as **Exhibit "D."**

1.1.7 "**Assessment**" means any and all charges made by the Master Association from time to time against each Parcel and Property Unit within the Committed Property for the purposes set forth herein, including, but not limited to and without limitation: the Base Assessment, Neighborhood Assessments, Service Area Assessments, Special Assessments, and Specific Assessments:

(a) "**Base Assessment**" means the annual Assessment levied by the Master Association to fund Common Expenses as determined in accordance with §**8.2** hereof.

(b) "**Neighborhood Assessment**" means an Assessment levied against the Parcels and Property Units in a particular Neighborhood or Neighborhoods to fund Neighborhood Expenses. Neighborhood Assessments may be levied by the Master Association or applicable Sub-Association(s).

(c) "**Service Area Assessment**" means an Assessment levied against the Parcels and Property Units in a particular Service Area to fund Service Area Expenses, as described in §**8.5** hereof.

(d) "**Special Assessment**" means an Assessment levied in accordance with §**8.6** hereof.

(e) "**Specific Assessment**" means an Assessment levied in accordance with §**8.8** hereof.

1.1.8 "**Assessment and Voting Formula**" means the "Assessment and Voting Formula for Wiregrass Ranch Master Association, Inc.," as it may be amended from time to time, and which is more fully described in §**8.15** hereof. A copy of the initial Assessment and Voting Formula is attached hereto as **Exhibit "G."**

1.1.9 "**Assessment Unit**" means the standard unit of measurement used for calculating a Parcel's and/or Property Unit's proportionate share of any Master Association Assessments, and the proportionate number of votes entitled to be cast on behalf of that Parcel and/or Property Unit. The method of calculating Assessment Units is set forth in the Assessment and Voting Formula.

1.1.10 "**Assignment of Wiregrass DRI Entitlements**" means the document or instrument executed and delivered by the Master Developer and recorded in the County's official public records, that assigns all or a portion of the DRI Land Use and Development Entitlements to a specific Development Parcel(s) or portion(s) thereof.

1.1.11 "**Attorneys' Fees and Costs**" means all reasonable attorneys' fees, paralegal fees, and other professional consultant fees, and costs: (**a**) at all kinds and levels of

proceedings (including, but not limited to and without limitation, administrative proceedings, appeals, arbitrations, bankruptcy proceedings, civil trials, mediations, and post-award collections proceedings), and (**b**) including, but not limited to, any of the foregoing such fees and costs incurred by others arising out of or related to the same transaction(s), occurrence(s), or events(s) which may be assessed in any proceeding against the Person entitled to recover attorneys' fees and costs pursuant to any provision of this Declaration, and (**c**) including, but not limited to, any of the foregoing fees and costs incurred by the Person entitled to recover attorneys' fees and costs pursuant to any provision of this Declaration in (**i**) defending any claims, and/or (**ii**) prosecuting her/his/its rights to recover attorneys' fees and costs under any provision of this Declaration against the at-fault party.

1.1.12 "**Attractions and Recreational Facilities**" means those uses described in §380.0651(3)(b), *Fla. Stat.*, and general retail uses, all subject to the terms, provisions, and limitations of the Development Order and the MPUD Conditions of Approval/Resolutions.

1.1.13 "**Board**" means the Master Association's Board of Directors.

1.1.14 "**Budget Deficit**" shall have the meaning set forth in **§8.4** hereof.

1.1.15 "**Builder**" means any Person acquiring Parcel(s) and/or Property Unit(s) within the Committed Property for the purpose of constructing any Improvement(s) thereon for resale, or who purchases Parcel(s) and/or Property Unit(s) within the Committed Property for further subdivision, development, and/or resale in the ordinary course of its business.

1.1.16 "**Builder Agreements**" means any "Purchase and Sale Agreement" (PSA) and/or "Development Rights Agreement" (DRA) pertaining to any portion of the Committed Property entered into between the Master Developer (and any Affiliate) and any Builder, including any and all amendments thereto.

1.1.17 "**Business Day**" means a day (other than a Saturday, Sunday, or legal holiday) on which national banks are open for business.

1.1.18 "**Bylaws**" means the "Bylaws of Wiregrass Ranch Master Association, Inc.," as they may be amended from time to time. A copy of the initial Bylaws is attached hereto as **Exhibit "E."**

1.1.19 "**Certificate of Approval**" shall have the meaning set forth in **§6.8.4** hereof.

1.1.20 "**Certificate of Termination of Interest**" means an instrument executed by the Declarant and recorded in the County's official public records, which specifies rights reserved to the Declarant that are being terminated.

1.1.21 "**Class "A" Member**" means all Owners, as is more particularly described in **§4.12.1** hereof.

1.1.22 "**Class "B" Member**" means the Declarant, as is more particularly described in **§4.12.2** hereof.

1.1.23 "**Commercial**" means all uses which are not Institutional or Residential and includes, but is not limited to and without limitation: attractions and recreational facilities, Golf Course, hospital, hotel, light industrial, office, medical office, and retail uses. The term shall not include Common Area or property dedicated to the public, unless otherwise provided in: the deed conveying such property, the Master Declaration, or an Amendment or Supplement.

1.1.24 "**Commercial Property**" means all the real property that has received an allocation and assignment of Commercial use or uses pursuant to an Assignment of Wiregrass DRI Entitlements from the Master Developer in accordance with the Development Order, and that has been or may be submitted to and subjected to the Master Declaration, from time to time, pursuant to **Article III** hereof.

1.1.25 "**Commercial Property Unit**" means a Property Unit intended for any type of independent ownership for use and occupancy for Commercial purposes. A Commercial Property Unit shall include, but is not limited to and without limitation, any interest in real property appurtenant to the ownership of the Commercial Property Unit and all Improvements on or within the Commercial Property Unit.

1.1.26 "**Committed Property**" means that portion of the Total Property which is described in **Exhibit "C"** attached hereto and subjected to this Master Declaration as of the Effective Date, and to which Additional Property or such other real property may be annexed, or from which any real property may be withdrawn, from time to time, pursuant to **Article III** hereof.

1.1.27 "**Common Area**" and "**Common Areas**" means all real and personal property including, but not limited to and without limitation, easements and Improvements thereon, if any, which the Master Association: owns, leases, otherwise holds possessory or use rights in, has the obligation to Maintain, or assumes other responsibilities therefor - for the common use, benefit, and enjoyment of all Owners. Common Areas shall also include those areas, if any, that although not for the common use, benefit, and enjoyment of all Owners, are the responsibility of the Master Association by the terms of this Master Declaration, any Amendment(s) or Supplement(s), other applicable covenants, or by contract (*e.g.* Exclusive Common Areas). Common Area is more fully defined and described in **§5.5** hereof. In general, Common Area excludes Condominium Common Areas and Neighborhood Common Areas. However, if a Neighborhood is not governed by a Sub-Association pursuant to **§4.2(b)** hereof, the provisions of the Master Association's Governing Documents pertaining to Common Areas shall pertain to the Neighborhood Common Areas to effectuate the respective duties, rights, and responsibilities between the Master Association and the Owners within the Neighborhood; notwithstanding the foregoing, such Neighborhood Common Areas shall not: (**a**) be deemed Common Areas for the purpose of providing any usage rights to any Member(s) of the Master Association beyond the Owners within that Neighborhood, and/or (**b**) be part of the Common Expenses.

1.1.28 "**Common Expenses**" means all actual and estimated expenses incurred or anticipated to be incurred by the Master Association in connection with: its Maintenance, management, operation, ownership, repair, replacement, and use of the Common Areas; any services and/or obligations of the Master Association contemplated herein; any obligations set forth herein; or as may be otherwise determined by the Board, including, but not limited to and without limitation, any reasonable reserve, as the Board may find necessary and

appropriate. Common Expenses may further include the costs for any services to the Common Areas that are defined presently or in the future under the Applicable Law as Communications Services, cable services, broadband services, and/or information services. Common Expenses excludes Service Area Expenses as defined in **§1.1.106** hereof.

1.1.29 "**Communication Services**" means as defined by Chapter 202, *Fla. Stat.*, including, but not limited to and without limitation: alarm services; broadband services such as wireless and/or wired internet services; cable television or multichannel video programming services; telephone services; and other similar or associated cable, communications, and information services, along with the infrastructure to be used to provide such services (such as fiber optic systems and DAS systems).

1.1.30 "**Comprehensive Plan**" means the Pasco County, Florida Comprehensive Plan adopted by the Board of County Commissioners, as amended from time to time.

1.1.31 "**Condominium**" means all Property Units which have been submitted to the condominium form of ownership under a Declaration of Condominium, pursuant to Chapter 718, *Fla. Stat.*

1.1.32 "**Condominium Association**" means a condominium association organized and existing under the laws of the State of Florida.

1.1.33 "**Condominium Common Area**" means the area or areas exclusively used and owned in common by the Owners of the Property Units in a Condominium, which area(s) are more particularly described in the applicable Declaration of Condominium.

1.1.34 "**Condominium Property Unit**" means a Property Unit located within a Condominium, together with its appurtenant share of the undivided interest in the Condominium Common Area, as described in the applicable Declaration of Condominium.

1.1.35 "**Conservation Corridor**" means certain environmentally important areas of the Wiregrass Ranch DRI that are generally depicted on Exhibit L of the Development Order and on the MPUD Master Plan.

1.1.36 "**Contract Vendees**" means those Persons joining and consenting to this Master Declaration whom are not the record title owners of any portion of the initial Committed property as of the Effective Date, but whom are **(a)** under contract with one (1) or more Other Land Owner(s) for the purchase and sale of a portion of the Committed Property and which transaction will not have not closed as of the Effective Date, and/or **(b)** have otherwise contracted for development and/or use of lands within the Committed Property.

1.1.37 "**County**" means Pasco County, Florida, a political subdivision of the State of Florida.

1.1.38 "**Declarant**" means Locust Branch, LLC, a Florida limited liability company, and its successors or assigns who are assigned any of the rights, duties, responsibilities, or obligations of the Declarant under this Master Declaration (pursuant to an instrument executed by

the Declarant and recorded in the County's official public records, or if previously assigned by the Declarant, then pursuant to an instrument executed by the holder of such rights, duties, responsibilities, or obligations and recorded in the County's official public records).

1.1.39 "**Declarant's Control Period**" means the period from the Effective Date of this Master Declaration until the first of the following to occur:

(a) three (3) months after ninety percent (90%) of the total number of DRI Entitlements which may be developed on the Committed Property are owned by Class "A" Members (as set forth in **§4.12.1** hereof) other than the Declarant and Builders. The total number of DRI Entitlements which may be developed on the Committed Property shall be consistent with the total DRI Entitlements provided in the Assessment and Voting Formula (as it may be amended in the future); or

(b) seventy-five (75) years after the date on which this Master Declaration is recorded in the County's official public records;

(c) when, in its sole and absolute discretion, the Declarant so determines; or

(d) when earlier required by Applicable Law.

1.1.40 "**Declaration of Condominium**" means the covenants, conditions, restrictions, easements, reservations, and other provisions imposed by an instrument recorded in the County's official public records, which subjects all or a portion of a Parcel and/or Property Unit to a condominium form of ownership pursuant to Chapter 718, *Fla. Stat.*

1.1.41 "**Design Review Board**" means one (1) or more Persons designated by either the Declarant or the Board, as applicable, to act on behalf of the Master Association with respect to reviewing applications for design controls as more specifically set forth in **Article VI** hereof.

1.1.42 "**Design Review Manual**" means the specific manual providing the architectural design, construction, and development guidelines and review procedures, as it may be amended from time to time, for Wiregrass Ranch and which are applicable to the Committed Property, and which is more particularly described in **§6.6** hereof. A copy of the initial Design Review Manual is attached hereto as **Exhibit "H."**

1.1.43 "**Development Agreements**" means any development agreements which Declarant may agree to regarding the development of the Committed Property or any portion thereof, including, but not limited to and without limitation, the Master Development Agreement and Builder Agreements.

1.1.44 "**Development Order**" means that certain Wiregrass Ranch Development of Regional Impact #260 Development Order adopted by the County's Board of

County Commissioners through the adoption of Resolution No. 07-291 on July 17, 2007, pursuant to §380.06, *Fla. Stat.*, which was subsequently amended through the adoption of: Resolution No. 08-06 on October 9, 2007, Resolution No. 10-376 on September 7, 2010, Resolution No. 10-399 on September 21, 2010, Resolution No. 13-29 on October 23, 2012, Resolution No. 13-99 on February 5, 2013, Resolution No. 13-245 on June 11, 2013, and Resolution No. 14-66 on January 14, 2014, and as it may be amended in the future.

1.1.45 "**Development Parcel**" means any specific parcel of real property within the Total Property and/or Committed Property that is: (**a**) created by the Declarant (with the consent and joinder of the owner(s) thereof, if not owned by the Declarant); (**b**) conveyed to a third-party by the Declarant, or the owner(s) thereof, along with a contemporaneous Assignment of Wiregrass DRI Entitlements for the specific Parcel from the Declarant to the third-party; and (**c**) intended for development.

1.1.46 "**District**" means the Wiregrass Community Development District, as such District may exist from time to time, which has been established by Chapter 42MMM-1, *Fla. Admin. Code*, pursuant to Chapter 190, *Fla. Stat.*, and which boundaries may include the Committed Property as may be amended from time to time, together with any additional community development districts (as defined by §190.003(6), *Fla. Stat.*) or special districts (as defined by §189.012(6), *Fla. Stat.*) which may service the Committed Property or any portion thereof.

1.1.47 "**Drainage Areas**" shall have the meaning set forth in **§5.5.5** hereof.

1.1.48 "**DRI**" means the Wiregrass Ranch Development of Regional Impact.

1.1.49 "**DRI Land Use and Development Entitlements**" and "**DRI Entitlements**" means the total land use and development entitlements approved and authorized for all the real property included within the Wiregrass Ranch DRI by the Development Order, including, but not limited to and without limitation: attractions and recreational facilities square feet, light industrial square feet, office square feet, medical office square feet, retail square feet; and the numbers of elementary schools, full time equivalent students for a university and community college, golf course holes, hospital beds, hotel rooms, and residential dwelling units (as such uses and development entitlements may be modified and exchanged in accordance with the "Land Use Equivalency Matrix" attached to the Development Order and subject to the restrictions on such modifications and exchanges contained in the Development Order).

1.1.50 "**Effective Date**" means the date and time of recording of this Master Declaration in the County's official public records, upon which all of the covenants, conditions, restrictions, easements, reservations, and all other terms and provisions set forth in this Master Declaration shall become effective.

1.1.51 "**Eligible Holder**" shall have the meaning set forth in **§14.1** hereof.

1.1.52 "**Environmental Management Plan**" means the approved Environmental Management Plan for the Wiregrass Ranch DRI, as it may be amended from time to time.

1.1.53 "**Estoppel Certificate**" shall have the meaning set forth in **§11.6** hereof.

1.1.54 "**Exclusive Common Area**" means a portion of the Common Area intended for the exclusive use or primary benefit of one (1) or more, but less than all, Parcels and/or Property Units (as more particularly described in **§5.7** hereof), and not otherwise designated as a Condominium Common Area or Neighborhood Common Area.

1.1.55 "**Golf Course**" means a golf course and related club and ancillary facilities, if any, that may be developed by the Golf Course Owner(s), which may include: club houses, driving ranges, food and beverage facilities, golf cart paths, the golf course, golf practice areas, greens keeping facilities, locker room facilities, pro shops, putting greens, and other related and ancillary facilities. Any Golf Course is not part of the Common Areas and not part of the Common Expenses. No Owner, occupant, the Master Association, or any Neighborhood Sub-Association, shall have any rights in and to, or obligations with respect to, a Golf Course, except as expressly and specifically provided herein (or by the Governing Documents for a Neighborhood containing a Golf Course, subject to the Declarant's or Board's approval, as applicable). As of the Effective Date hereof, there are no plans to develop a Golf Course within the Committed Property and Declarant shall not be obligated in to develop a Golf Course within Wiregrass Ranch.

1.1.56 "**Golf Course Owner**" means the owner of the Golf Course Property, if any, and its grantees, successors, and assigns.

1.1.57 "**Golf Course Property**" means those Parcels of the Committed Property, and those portions thereof, if any, that receive the right and entitlement to develop a Golf Course and ancillary uses and facilities thereon, pursuant to the Development Order and MPUD Conditions of Approval/Resolutions, by an Assignment of Wiregrass DRI Entitlements from the Declarant assigning such development rights and entitlements.

1.1.58 "**Governing Documents**" means: (**a**) in the case of the Master Association, this Master Declaration and any Amendment(s) or Supplement(s), the Articles (**Exhibit "D"**), the Bylaws (**Exhibit "E"**), the Use Restrictions, Rules, and Regulations (**Exhibit "F"**), the Assessment and Voting Formula (**Exhibit "G"**), and the Design Review Manual (**Exhibit "H"**), as any of the foregoing may be amended from time to time; and (**b**) in the case of a Neighborhood, (**i**) a Sub-Master Association's declaration, if any, and any amendment(s) or supplement(s) thereto, its articles of incorporation, its bylaws, and any use restrictions, rules, and regulations, together with (**ii**) the Sub-Association's declaration and any amendment(s) or supplement(s) thereto, its articles of incorporation, its bylaws, and any use restrictions, rules, and regulations - as any of the foregoing may be promulgated by the respective associations and amended from time to time. In the event of a conflict or inconsistency among the Governing Documents applicable to the Master Association, to the extent permitted by law, the descending order of control is: the Master Declaration and any Amendment(s) or Supplement(s), the Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, the Assessment and Voting Formula, and the Design Review Manual. In the event of conflict or inconsistency between the Master Association Governing Documents and any Neighborhood Governing Documents promulgated by a Sub-Master Association or Sub-Association, to the extent permitted by law, the Master Association Governing Documents shall control. A Governing Document's lack of a provision with respect to a matter for which provision

is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

1.1.59 "**Government Authorities**" means: (**a**) the United States of America, or any state, county, or municipality, or any political subdivision or public corporate body of any of the foregoing; (**b**) any agency, board, bureau, commission, council, court, department, legislative body, or other instrumentality of the United States of America, or any state, county, municipality, or political subdivision of any of the foregoing; or (**c**) any District, excluding any public utility provider unless specifically stated otherwise herein.

1.1.60 "**Ground and Surface Water Management Plan**" means the approved Ground and Surface Water Management Plan for the Wiregrass Ranch DRI, as it may be amended from time to time.

1.1.61 "**Improvements**" means, except as otherwise provided herein, all structures and/or enhancements of any kind including, but not limited to and without limitation, any: building, building addition, conduit, decorative building, disposal system, drain, driveway, exterior lighting, fence, grading, landscaping, landscape device or object, parking area, paving, pool, recreational facility, screen enclosure, sewer, shed, sign, wall, other physical improvements, and any modifications, alternations, additions, and replacements thereto, which are located on, attached, or affixed to the Committed Property or any portion thereof.

1.1.62 "**Institutional**" means uses such as, but not limited to and without limitation: community and junior colleges, churches, fire and law enforcement facilities, governmental facilities, libraries, museums, public parks, schools, and universities.

1.1.63 "**Institutional Property Unit**" means a Property Unit, held under any type of ownership, for which an Institutional purpose is the primary intended use and occupancy. An Institutional Property Unit shall include, without limitation, any interest in real property appurtenant to the ownership of the Institutional Property Unit, and all Improvements on or within the Institutional Property Unit.

1.1.64 "**Land Development Code**" or "**LDC**" means the Pasco County Land Development Code, as it may be amended from time to time.

1.1.65 "**Maintain**" and "**Maintenance**" means: keeping property and/or Improvements in a good and safe condition, repair, and appearance (except for ordinary wear and tear that does not cause an unsafe condition); promptly making all exterior and structural, foreseen and unforeseen, and ordinary and extraordinary changes, repairs and replacements of every kind and nature required to be made in order to keep and maintain such property and/or Improvements in good, safe, and sanitary condition and appearance; and keeping property and/or Improvements in compliance with Applicable Law (including, but not limited to, any applicable permits).

1.1.66 "**Master Association**" means the Wiregrass Ranch Master Association, Inc., a not-for-profit Florida corporation, its successors, or assigns.

1.1.67 "**Master Association Trees**" shall have the meaning set forth in **§5.12.1** hereof.

1.1.68 "**Master Bicycle/Pedestrian Circulation Plan**" means the Master Bicycle/Pedestrian Circulation Plan for the Wiregrass Ranch DRI approved by the County, as it may be amended from time to time.

1.1.69 "**Master Declaration**" means this "Master Declaration of Covenants, Conditions, Restrictions, and Easements for Portions of the Wiregrass Ranch located in Pasco County, Florida, and for the Wiregrass Ranch Master Association, Inc.," and all Amendments or Supplements thereto as may be executed and recorded from time to time, which shall constitute covenants running with the land, and shall be binding on the Committed Property and all Owners of all or any portion thereof.

1.1.70 "**Master Developer**" means the Person designated as the Master Developer from time to time by the Development Order, which is the Declarant as of the Effective Date.

1.1.71 "**Master Development Agreement**" means that certain Development Agreement for the Wiregrass Ranch DRI approved by the Board of County Commissioners of Pasco County, Florida on February 5, 2013 and recorded on April 16, 2013 in the County's official public records at Book 8858, Page 167, as may be subsequently amended in the future.

1.1.72 "**Master Development Plan**" means the Master Development Plan for Wiregrass Ranch attached as Map H to the Development Order, as it may be amended from time to time.

1.1.73 "**Master Parks Plan**" means the Master Parks Plan for the Wiregrass Ranch DRI approved by the County, as it may be amended from time to time.

1.1.74 "**Master Planned Unit Development**" **or** "**MPUD**" means the Wiregrass Ranch Master Planned Unit Development for the property included within the Wiregrass Ranch DRI that is zoned as a MPUD District, and that was rezoned and approved by the County's Board of County Commissioners through the adoption of the MPUD Conditions of Approval/Resolutions, as they may be amended from time to time.

1.1.75 "**Master Roadway Plan**" means the Master Roadway Plan for the Wiregrass Ranch DRI approved by the County, as it may be amended from time to time.

1.1.76 "**Median**" means a grassed, hardscaped, or landscaped island within a Street.

1.1.77 "**Member**" means a Person entitled to membership in the Master Association, as provided in §§**4.11** and **4.12** hereof.

1.1.78 "**Mixed-Use Property Unit**" means a Property Unit which is zoned, developed, and used for a combination of Residential, Commercial, and/or Institutional purposes, which Mixed-Use Property Unit is not capable of separate ownership for each area or portions within the Mixed-Use Property Unit zoned, developed, and used for Residential, Commercial, and/or Institutional purposes. An example of a Mixed-Use Property Unit is a Property Unit with a

multi-story building located thereon, wherein the ground floor is zoned, approved, developed, and used for Commercial purposes, and the upper floor(s) are zoned, approved, developed, and used for Residential purposes, and wherein such Mixed-Use Property Unit is not a Condominium or the subject of another legal structure which allows separate ownership of each floor of such building zoned, approved, developed, and used for different purposes and uses. A Property Unit which is zoned, approved, developed, and used for any one of Residential, Commercial, or Institutional purposes, shall not be deemed a Mixed-Use Property Unit unless it is zoned, approved, developed, and used as provided in this **§1.1.78**. Incidental, secondary, or ancillary use of a Property Unit for purposes other than the purposes for which it is zoned, approved, developed, and used, shall not cause such Property Unit to be Mixed-Use Property Unit. For example, use of a portion of a Residential Property Unit for home office purposes not readily discernible by other residents and ancillary to the Residential use of said Property Unit, shall not cause such Property Unit to be a Mixed-Use Property Unit under this Master Declaration.

1.1.79 "**Mortgage**" means a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to a Parcel or Property Unit.

1.1.80 "**Mortgagee**" means the holder of a mortgage, a deed of trust, a deed to secure debt, or any other form of security instrument affecting title to a Parcel or Property Unit.

(a) "**Institutional Mortgagee**" means an institutional or governmental holder of a Mortgage who makes, holds, insures or guarantees Mortgage loans in the ordinary course of business, including: the Declarant, a bank, a savings bank, a savings and loan association, an insurance company, a real estate investment trust, any other recognized lending institution, or any lender whose loans are guaranteed by the federal government such as FHA/VA or when such loans meet the criteria of FMNA, FHLMC, or other similar programs.

1.1.81 "**MPUD**" means the Wiregrass Ranch DRI Master Planned Unit Development.

1.1.82 "**MPUD Conditions of Approval/Resolutions**" means the Wiregrass Ranch DRI Master Planned Unit Development Conditions of Approval for Rezone Petition No. RZ6976 (Board of County Commissioners of Pasco County, Florida, Resolution No. 04-42RZ on April 27, 2004, Resolution No. 10-30RZ on May 11, 2010, Resolution No. 11-33 RZ on July 12, 2011, and Resolution 14-08RZ on February 25, 2014), as previously amended and as may be subsequently amended in the future, which rezoned the Total Property and all other property included in the Wiregrass Ranch DRI to the MPUD Master Planned Unit Development District under the LDC.

1.1.83 "**MPUD Master Plan**" means the plan for the Wiregrass Ranch DRI approved by the County pursuant to the MPUD Conditions of Approval/Resolutions, as it may be amended from time to time.

1.1.84 "**Neighborhood**" means one (1) or more areas in which one (1) or more Parcels and/or Property Units are treated as a neighborhood for purposes hereof, as more specifically described in §**4.2** hereof. A Neighborhood may include different uses and housing types, and may include Parcels which do not border on each other. If the Master Association provides benefits or services to less than all Parcels and Property Units within a particular Neighborhood, then the Master Association may levy a Neighborhood Assessment against just those Parcels and/or Property Units for such benefits and services.

1.1.85 "**Neighborhood Common Area**" means all real and personal property, including, but not limited to and without limitation, easements and Improvements thereon, if any, which the applicable Sub-Association(s) – or the Master Association when the Neighborhood is not governed by a Sub-Association - owns, leases, otherwise holds possessory or use rights in, or has the obligation to Maintain or assumes other responsibilities therefor, for the common use, benefit, and enjoyment of all Owners within a particular Neighborhood exclusively. The term Neighborhood Common Area expressly also includes Condominium Common Area(s). Neighborhood Common Areas governed by the Master Association shall not: (**a**) be deemed Common Areas for the purpose of providing any usage rights to any Member(s) of the Master Association beyond the Owners within that Neighborhood, and/or (**b**) be part of the Common Expenses.

1.1.86 "**Neighborhood Declaration**" means any and all covenants, conditions, restrictions, easements, reservations, and other provisions imposed by an instrument recorded in the County's official public records, applicable to a specific Sub-Master Association or Sub-Association governing a Neighborhood, which shall constitute covenants running with the land. The term Neighborhood Declaration expressly also includes a Declaration of Condominium.

1.1.87 "**Neighborhood Expenses**" means the actual and estimated expenses incurred or anticipated to be incurred by the applicable Sub-Association(s) – or the Master Association when the Neighborhood is not governed by a Sub-Association - for the benefit of Owners within a particular Neighborhood or Neighborhoods, including any reasonable reserve for capital repairs and replacements, and administrative charges applicable to such Neighborhood or Neighborhoods.

1.1.88 "**Neighborhood Voting Representative**" means the representative of a Neighborhood responsible for casting all votes attributable to the Parcels and Property Units in such Neighborhood on matters requiring a vote of the Master Association's membership (except as otherwise specifically provided in the Master Declaration and Bylaws). The term Neighborhood Voting Representative also includes an alternate Neighborhood Voting Representative acting upon authorization in the absence of the Neighborhood Voting Representative. Neighborhood Voting Representatives are more particularly described in §**4.14** hereof

1.1.89 "**Notice of Non-Compliance**" shall have the meaning set forth in §§**6.8.2** and **6.8.5** hereof.

1.1.90 "**Open Spaces**" shall have the meaning set forth in §**5.5.4** hereof.

1.1.91 "**Other Land Owners**" means those Persons set forth in **Exhibit "A"** attached hereto, whom are the record title owners of the initial Committed property as of the

Effective Date, and some of whom own various portions of the Total Property and/or other real property which may subsequently be subjected to this Master Declaration from time to time.

1.1.92 "**Owner**" means a record owner of fee simple title to any Parcel or Property Unit, or portion thereof, located within the Committed Property, but excluding those having an interest in a Parcel or Property Unit, or portion thereof, merely as security for the performance of an obligation.

1.1.93 "**Parcel**" means each separately described, contiguous portion of the Committed Property which is capable of separate lawful conveyance, including, but not limited to and without limitation: a platted or unplatted lot, a tract, or any other subdivision of real property, all of which are encumbered by this Master Declaration. Parcels may be undeveloped, or may be developed and contain Property Units consistent with the DRI Entitlements assigned to that Parcel.

1.1.94 "**Parcel Developer**" means: the person submitting an application for development approval for a Parcel(s) subject to the Development Order and/or MPUD Conditions of Approval/Resolutions, a person developing land that is subject to the Development Order and/or MPUD Conditions of Approval/Resolutions, or a person undertaking other activities that may be regulated by the Development Order and/or MPUD Conditions of Approval/Resolutions, as the context may indicate or require.

1.1.95 "**Park**" shall have the meaning set forth in **§5.5.6** hereof.

1.1.96 "**Permittee**" means any agent, contractor, employee, family member, guest, invitee, lessee, licensee, occupant, and/or other person who visits, uses, or otherwise conducts any activities on an Owner's Parcel(s) and/or Property Unit(s).

1.1.97 "**Person**" means: an association, business trust, corporation, estate, governmental agency, individual, joint venture, limited liability company, partnership (general, limited, limited liability, limited liability limited), sole proprietorship, trust, two (2) or more persons having a joint or common interest, or any other legal entity.

1.1.98 "**Property Unit**" means each separately described, developed unit in the Committed Property which is capable of independent ownership and conveyance including, but not limited to and without limitation: all Commercial Property Units, Condominium Property Units, Institutional Property Units, Residential Property Units, Mixed-Use Property Units, and all Improvements located thereon. Common Areas, Neighborhood Common Areas, or property dedicated to the public or owned by any District, shall not be deemed a Property Unit. By way of illustration and not as a limitation: each unit comprising a condominium, duplex, townhome, or triplex which is capable of independent ownership shall each be considered a separate Property Unit. Subject to **§5.17.11** hereof, a Property Unit may be further divided into additional Property Units.

1.1.99 "**Public Improvements**" shall have the meaning set forth in **§5.5.7** hereof.

1.1.100 "**Recreation Areas**" shall have the meaning set forth in **§5.5.2** hereof.

1.1.101 "**Recreational Facilities**" shall have the meaning set forth in **§5.5.3** hereof.

1.1.102 "**Residential**" means customary residential use and occupancy for purposes of a residence or dwelling.

1.1.103 "**Residential Property Unit**" means a Property Unit which is capable of independent ownership and conveyance, and which is intended for development, use, and occupancy for Residential purposes. Without limiting the generality of the foregoing and by way of example only, Residential Property Units shall, unless otherwise specified, include Residential Condominium Property Units, single-family detached units, single-family attached units, duplex units, townhome/row-house units, and/or triplex units, so long as such units are capable of independent ownership and conveyance. Residential Property Unit also includes a Residential Rental Property, except to the extent otherwise provided herein. A Residential Property Unit shall include, without limitation, any interest in real property appurtenant to the ownership of the Residential Property Unit and all Improvements on or within the Residential Property Unit. Property Units in a model center, which are used on an interim basis for sales purposes, and will be occupied or sold in the future for Residential use, shall be deemed Residential Property Units for purposes of this Master Declaration.

1.1.104 "**Residential Rental Property**" means a Residential Property Unit, or a portion thereof, owned by an Owner and approved, developed, and used for occupancy as a multi-family rental apartment project. The term shall refer to the land, if any, which is part of the Residential Rental Property, whether improved or unimproved, as well as any Improvements thereon. Only property and Improvements approved for and developed as a multi-family rental apartment project shall be Residential Rental Property. Residential Rental Property shall be assigned the number of Property Units for Assessment liability to the Master Association and the voting rights for the Owner as a Member of the Master Association reflected in the Assignment of Wiregrass DRI Entitlements at the time such Residential Rental Property is conveyed by Declarant or an Affiliate and is submitted to the terms of this Master Declaration, pursuant to **Articles II** and **III** hereof. However, in the event a Property Unit which is a Residential Rental Property is converted by the Owner thereof to the Condominium form of ownership, the Residential Rental Property shall, upon filing of a Declaration of Condominium, cease to be a Residential Rental Property, and each residential dwelling unit in the Condominium which is capable of independent ownership and conveyance shall become a Residential Property Unit. The Owners of such Property Units shall become Class "A" Members with the rights and obligations of Class "A" Members. Such a conversion shall require the prior written consent of the Declarant during the Declarant's Control Period, or by the Board if occurring subsequent to the Declarant's Control Period.

1.1.105 "**Service Area**" means two (2) or more Parcels and/or Property Units, or any combination thereof, to which an Exclusive Common Area is assigned (as described in **§5.7** hereof), or which receives benefits or services from the Master Association that are not provided to all Parcels and/or Property Units, as determined by the Master Association in its sole and absolute discretion. A Parcel or Property Unit may be part of more than one (1) Service Area, and Service Areas may overlap.

1.1.106 "**Service Area Expenses**" means the actual or estimated expenses incurred, or anticipated to be incurred, by the Master Association in the delivery of benefits or

services to the Owners and/or occupants of Parcels and/or Property Units within a particular Service Area.

1.1.107 "**Smart Irrigation System**" shall have the meaning set forth in **§15.1** hereof.

1.1.108 "**Street**" means any private street open to the public or publicly dedicated street or roadway (inclusive of any bridges and alleys) located within, and/or which provides access to, Wiregrass Ranch.

1.1.109 "**Streetscape**" means the entire area within the limits of the right-of-way of a Street, excluding that portion which is paved or otherwise improved and intended for motorized vehicular traffic (e.g. a bridge), which may include, but is not limited to and without limitation: berms, bikeways, conduits, culverts, ditches, landscaping and related irrigation, landscape lighting, light fixtures, sidewalks, signage, street furniture, swales, trails, and walls.

1.1.110 "**Sub-Association**" means any: condominium association, cooperative association, homeowners' association, property owners' association, or other such similar entity organized under Florida law, and its successors and assigns, for any particular Neighborhood or Neighborhoods. The creation of the Sub-Association(s) and the relationship of the Sub-Association(s) to the Master Association are more particularly described in **Article IV** hereof.

1.1.111 "**Sub-Association Board**" means the Board of Directors for a Sub-Association.

1.1.112 "**Sub-Master Association**" means any primary Sub-Association governing a Neighborhood, where the Neighborhood consists of two (2) or more Sub-Associations that are subordinate to the Master Association. When a Sub-Master Association exists within a Neighborhood, the Sub-Master Association (and not its subordinate Sub-Associations) shall have all of the duties and obligations of transacting with the Master Association on behalf of the Neighborhood.

1.1.113 "**Submittals**" includes any: drawings, engineering studies, material samples, pictures, plans, plats, product data, shop drawings, specifications, traffic studies and analysis, and any other documents or information required by the Design Review Manual and/or reasonably required by the Design Review Board (or the Declarant if the Declarant has not delegated such right in writing to the Design Review Board).

1.1.114 "**Supplement**" means any document and the exhibits thereto which when recorded in the County's official public records, amends, supplements, adds to, or modifies any terms or provisions of this Master Declaration and/or adds real property to, or withdraws real property from, the terms and provisions of this Master Declaration.

1.1.115 "**Surface Water Management System**" means the master surface water management system serving the Total Property, consisting of the waters of all lakes, ponds, swales, culverts, inlets, and outfalls used in connection with the retention, drainage, and control of surface waters within the Total Property, together with all inlets, ditches, swales, culverts, water

control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas, and other drainage control devices and apparatus used in connection therewith and all easements therefor as may exist by virtue of this Master Declaration or other recorded instrument or plat. The Surface Water Management System 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.*

1.1.116 "**SWFWMD**" means the Southwest Florida Water Management District.

1.1.117 "**Total Property**" means the entire real property described in **Exhibit "B"** attached hereto, portions of which are or may be submitted to and subjected to this Master Declaration, from time to time.

1.1.118 "**Use Restrictions, Rules, and Regulations**" means the "Use Restrictions, Rules, and Regulations for Wiregrass Ranch," as they may be amended from time to time, as more particularly described in §**4.8** hereof. A copy of the initial Use Restrictions, Rules, and Regulations is attached hereto as **Exhibit "F."**

1.1.119 "**Voting Group**" means one (1) or more Neighborhood Voting Representative(s) grouped together, or a group of Members from portions of the Committed Property (which may include from different Neighborhoods), who vote on a common slate for electing members of the Board or on other voting matters put to a vote of the Members, as more particularly described in §**4.15** hereof.

1.1.120 "**Wildlife Crossings**" means those Wildlife Crossings generally depicted on Exhibits G and L of the Development Order and/or on the MPUD Master Plan as "Wildlife Crossings" or "Approved Wildlife Crossings," and/or on the Wiregrass Master Roadway Plan as "Small Mammal Crossings."

1.1.121 "**Wiregrass Ranch**" means the entire master-planned community which the Declarant intends to develop, to consist of the Total Property and other properties located in the Wiregrass Ranch DRI, as it may be amended from time to time.

1.1.122 "**Wiregrass Ranch DRI**" means the Wiregrass Ranch Development Regional Impact No. 260 located in and approved by the County.

1.1.123 "**Wiregrass Ranch MPUD**" means the Wiregrass Ranch MPUD established and approved pursuant to the Development Order and the MPUD Conditions of Approval/Resolutions.

1.1.124 "**Wiregrass Ranch Standard**" means the standard of aesthetics, conduct, design, Maintenance, management, operation, use, or other activity generally prevailing throughout Wiregrass Ranch as established by the Declarant, the Board, and/or the Design Review Board. Such standard is expected to evolve over time as development progresses, and may be more

specifically determined by the Declarant, the Board, and/or the Design Review Board, if any, and established pursuant to **Article VI** hereof.

1.1.125 "**Work**" shall have the meaning set forth in **§6.5** hereof.

ARTICLE II
ASSIGNMENT OF DRI LAND USE AND DEVELOPMENT ENTITLEMENTS BY MASTER DEVELOPER TO DEVELOPMENT PARCELS

2.1 Assignment of DRI Land Use and Development Entitlements by Master Developer. The DRI Land Use and Development Entitlements approved and authorized in the Development Order, as it may be amended from time to time, are not assigned by the Development Order to any specific Parcels or portions thereof within the Wiregrass Ranch DRI, but instead are assigned to all of the real property included within the Wiregrass Ranch DRI. The Master Developer of the DRI shall, therefore, control the allocation, exchange, advancement, and assignment of the phased DRI Land Use and Development Entitlements to and use by specific Parcels or portions thereof within the DRI by a written "Assignment of Wiregrass DRI Entitlements" executed by an authorized officer of the Master Developer and recorded in the County's official public records. Subject to any applicable Builder Agreement, the applicable Assignment of DRI Land Use and Development Entitlements, and Applicable Law, a Builder may subdivide within the specified Parcel (or specified portion(s) of a Parcel) its assigned DRI Entitlements allocated to that specific Parcel (or specific portion(s) of a Parcel thereof). Upon the submittal to Government Authorities of any preliminary plan/preliminary site plan for a Development Parcel or a portion(s) thereof that utilizes or proposes to utilize any DRI Land Use and Development Entitlements within the DRI, the preliminary plan/preliminary site plan applicant shall include with each application and set submittal, an executed Assignment of Wiregrass DRI Entitlements that: (**a**) specifically identifies the type and number of the DRI Land Use and Development Entitlements allocated, assigned, advanced or exchanged to the specific Development Parcel(s) or portion(s) thereof that is the subject of the permit application; (**b**) specifically states the approved phase of the DRI for which the DRI Land Use and Development Entitlements are allocated, assigned, advanced or exchanged; (**c**) is dated and executed by the Master Developer, witnessed by two witnesses and notarized; (**d**) includes an accurate metes and bounds legal description of the specific Development Parcel(s) or portion(s) thereof, to which the DRI Land Use and Development Entitlements have been allocated, assigned, advanced or exchanged; and (**e**) is recorded in the County's official public records.

2.2 Reassignments of DRI Land Use and Development Entitlements by Master Developer. The allocation, assignment, advancement, exchange, or use of the DRI Land Use and Development Entitlements shall be controlled by the Master Developer and shall be subject to the Assignment of Wiregrass DRI Entitlements requirements set forth in **§2.1** hereof. For clarification, any and all reassignments, transfers, exchanges, or conveyances of the DRI Land Use and Development Entitlements from a particular Parcel previously described in a previously recorded Assignment of Wiregrass DRI Entitlements to a lesser included Parcel or a different Parcel shall be treated as a new assignment thereof and shall be subject to the Assignment of Wiregrass DRI Entitlements requirements set forth in **§2.1** hereof, and shall require the preliminary plans/preliminary site plan applicant to provide to the County a new and original "Assignment of Wiregrass DRI Entitlements" executed by an authorized officer of the Master Developer and recorded in the County's official public records, which includes items (**a**) through (**e**) in **§2.1** hereof, along with the following additional item: (**f**), is dated and executed by the authorized owner and

assignor of such DRI Land Use and Development Entitlements, witnessed by two witnesses and notarized.

2.3 Controlling Provision Concerning DRI Entitlements. No allocation, assignment, reassignment, advancement, exchange, or use of DRI Land Use and Development Entitlements shall be valid, effective, binding, or authorized unless given or approved by the Master Developer as required in this **Article II**. All such assignments are subject to compliance and consistency with the Comprehensive Plan, the Development Order, and the MPUD Conditions of Approval/Resolutions, as previously amended and as may be subsequently amended.

2.4 Consistency with Governmental Land Use Regulations. All development(s) within the Committed Property shall be consistent with the Comprehensive Plan, including, but not limited to and without limitation, the "Wiregrass Ranch Guiding Principles" and the "Wiregrass Ranch Development Standards" set forth in Subarea Policy FLU 7.1.8, as it and they may be amended from time to time, unless they are otherwise approved, modified, waived, or delayed by the County with the written consent of the Master Developer, as provided therein.

2.5 Limit on Development of Parcels. The development density and/or intensity of a Development Parcel or portion thereof shall never exceed the DRI Entitlements expressly and specifically assigned to the Parcel or portion thereof by the Master Developer in a recorded Assignment of Wiregrass DRI Entitlements or an amendment thereto.

2.6 Exculpatory Provision. Nothing contained or implied herein, or in an Assignment of Wiregrass DRI Entitlements, guarantees that the maximum amount of DRI Land Use and Development Entitlements set forth in such Assignment may be accommodated or constructed on the Parcel or portion(s) thereof to which they are assigned due to the physical constraints of the Parcel itself or numerous other governmental, zoning, and other regulatory constraints, limitations, or restrictions, and the Declarant expressly and specifically, disclaims and denies any such express or implied guaranty. Each Parcel Developer, Builder, and Owner irrevocably and unconditionally accepts such disclaimer and denial, and irrevocably and unconditionally releases the Declarant and its Affiliates from any and all claims, actions, and liabilities in connection therewith.

2.7 Reverter. If an Owner of a Parcel and/or Property Unit shall completely develop such property so that the number and type of Property Units contained therein is less than the number and type of Property Units allocated and assigned by the Declarant's Assignment of Wiregrass DRI Entitlements to that particular original Parcel and/or Property Unit, the excess DRI Entitlements not used by the Owner shall inure to the benefit of Declarant's and/or its Affiliates' remaining property in the Wiregrass Ranch DRI/MPUD. Additionally, in the event that an Owner of a Parcel or Property Unit shall not have used all of the DRI Entitlements assigned by the Declarant to such Parcel or Property Unit in an Assignment of Wiregrass DRI Entitlements within ten (10) years from the date of such assignment, then all such unused DRI Entitlements shall automatically revert to the Declarant and may then be reassigned by the Declarant to other Parcels and/or Property Units. This **§2.7** shall not apply to the extent the language herein is inconsistent with any provision of a Builder Agreement.

ARTICLE III
PROPERTY SUBJECT TO DECLARATION

3.1 Committed Property. All of the Committed Property is and shall be subject to the encumbrance, operation, and effect of this Master Declaration and any Amendment(s) or Supplement(s). The Committed Property shall be transferred, demised, sold, conveyed, and occupied subject to the terms of this Master Declaration.

3.2 Subsequent Additions to the Property. At any time during Declarant's Control Period, the Declarant (in its sole and absolute discretion) shall have the right (but not the obligation) to submit or cause to be submitted the Additional Property or any portion thereof to the encumbrance, operation, and effect of this Master Declaration. Each such submission of Additional Property or a portion thereof to this Master Declaration shall be made by an Amendment or Supplement describing the portion of the Additional Property being subjected to the terms of this Master Declaration, and need only be executed by the Declarant and the owner(s) of such portion of the Additional Property (if not the Declarant), and shall not require the execution or consent of the Master Association, any Sub-Association, any other Owner, any Neighborhood Voting Representative, any Mortgage or lien holder, or any other Person whatsoever. The Amendment or Supplement shall describe the Additional Property or portion thereof which is being subjected to this Master Declaration, and shall contain such other terms and provisions as the Declarant may determine (in its sole and absolute discretion). Such Amendment or Supplement shall be recorded in the County's official public records. Upon submission of all or any portion of the Additional Property to this Master Declaration by the Declarant, such Additional Property or portion thereof shall be subject to the encumbrance, operation, and effect of this Master Declaration and any other terms and provisions in any applicable Amendment(s) or Supplement(s). Such Additional Property or portion thereof submitted by the Declarant to this Master Declaration shall be considered to be Committed Property subject to all provisions of this Master Declaration (except to the extent otherwise provided in the Amendment or Supplement), from and after the recordation of the Amendment or Supplement submitting the Additional Property or portion thereof to the terms of this Master Declaration.

3.3 Other Additions to the Property. At any time during Declarant's Control Period, the Declarant (in its sole and absolute discretion) shall have the right (but not the obligation) to submit or to cause to be submitted other real property not now included within the Additional Property to the encumbrance, operation, and effect of this Master Declaration. Each submission of such other real property to this Master Declaration shall be made by an Amendment or Supplement describing such real property being subjected to the terms of this Master Declaration, and need only be executed by the Declarant and the owner of such real property (if not the Declarant), and shall not require the execution or consent of the Master Association, any Sub-Association, any other Owners, any Neighborhood Voting Representative, any Mortgage or lien holders, or any other Person whatsoever. The Amendment or Supplement shall describe the other real property which is being subjected to this Master Declaration, and shall contain such other terms and provisions as the Declarant may determine (in its sole and absolute discretion). Such Amendment or Supplement shall be recorded in the County's official public records. Upon submission of such real property to this Master Declaration by the Declarant pursuant to an Amendment or Supplement, such other real property described therein shall be subject to the encumbrance, operation, and the effect of this Master Declaration and any other terms and provisions within any applicable Amendment(s) or Supplement(s). Such other real property submitted by the Declarant to this Master Declaration shall

be considered to be Committed Property subject to all provisions of this Master Declaration (except to the extent otherwise provided in the Amendment or Supplement), from and after the recordation of the Amendment or Supplement submitting the other real property to the terms of this Master Declaration.

3.4 Additions by the Master Association. The Master Association may submit other real property to the provisions of this Master Declaration by recording an Amendment or Supplement describing the additional property to be submitted to this Master Declaration. Additions by the Master Association shall require the affirmative vote or written consent of Neighborhood Voting Representatives representing more than seventy-five percent (75%) of the Class "A" votes of the Master Association represented at a duly called meeting for such purpose, at which a quorum is present, and the consent of the owner(s) of such other real property being submitted. In addition, so long as Declarant's Control Period has not expired, the Declarant's written consent shall be required (in the Declarant's sole and absolute discretion). The Amendment or Supplement shall be signed by the President and Secretary of the Master Association, by the owner(s) of the other real property being submitted to the terms of this Master Declaration, and by the Declarant (if occurring during the Declarant's Control Period).

3.5 Effect of Recording an Amendment or Supplement. An Amendment or Supplement shall be effective upon its recording in the County's official public records, unless otherwise specified therein.

3.6 Withdrawal of Property by Declarant. Until the expiration of the Declarant's Control Period, Declarant reserves the right to file an Amendment or Supplement which withdraws any portion of real property from the Committed Property, and thereby from the coverage, terms, provisions, conditions, restrictions, limitations, and effects of this Master Declaration. Such Amendment or Supplement shall not require the consent of any Person whatsoever other than the written consent of the Owner(s) of the property to be withdrawn (if not the Declarant). Withdrawals shall be accomplished by filing an Amendment or Supplement describing the real property to be withdrawn, and shall become effective upon its recording in the County's official public records.

3.7 Declarant's Plans. The Declarant's plans for the development of the Wiregrass Ranch are dynamic in nature and in accordance with Applicable Law may be modified and amended from time to time during the course of development and sale of the Committed Property. The Declarant shall neither be bound to (or prohibited from) developing the Committed Property, any Additional Property, or any other real property, nor bound to (or prohibited from) developing in any particular manner the Committed Property, any Additional Property, or any other real property.

3.8 Interpretation. Nothing contained in this Master Declaration, or in any Amendment(s) or Supplement(s), shall be interpreted to: (**a**) require the Declarant or any other Person to submit any portion of the Additional Property or other real property to the encumbrance, operation, and effect of this Master Declaration, or (**b**) prevent any portion of the Additional Property or other real property not submitted to the encumbrance, operation, and effect of this Master Declaration from being submitted to another, independent declaration or scheme of development, even though such portion of the Additional Property or other real property may be owned by the Declarant and/or an Affiliate. Further, nothing contained in this Master Declaration shall be deemed to encumber or otherwise affect the Additional Property or any portion thereof, or any other real property not a part of the Committed Property, in any manner whatsoever, unless and

until such time as an Amendment or Supplement, in accordance with the provisions of §§**3.2, 3.3,** or **3.4** hereof, shall submit or cause to be submitted the Additional Property or a portion thereof, or any other real property not a part of the Committed Property, to the encumbrance, operation, and effect of this Master Declaration.

ARTICLE IV
ASSOCIATION NETWORK

4.1 **Creation of the Master Association**. The Declarant has formed the Master Association for the purpose, among other things, of exercising the powers and responsibilities provided herein, including, but not limited to and without limitation, the rights and responsibilities to: (**a**) administer, lease, license, manage, operate, own, Maintain, repair, and replace portions of the Committed Property (including, but not limited to and without limitation, the Common Areas), to the extent they are not otherwise administered, leased, licensed, managed, operated, owned, Maintained, repaired, and/or replaced by the District, the Declarant, Government Authorities, or other third-parties, and (**b**) administer and enforce this Master Declaration in accordance with the rights of the Master Association provided herein, or which may be assigned to it from time to time by the Declarant, or as may otherwise be provided by Applicable Law. The Master Association shall also have such other powers and duties as are prescribed by the Governing Documents, and shall perform its obligations in accordance with the Governing Documents and Applicable Law. Each Owner shall have only those rights as may be provided in the Governing Documents.

4.2 **Creation of a Neighborhood**. Every Property Unit shall be located within a Neighborhood. Parcels not containing any Property Units which are wholly enveloped by a Neighborhood shall be a member of the enveloping Neighborhood. Parcels which do not otherwise border on a Neighborhood may voluntarily join the Neighborhood with the Neighborhood's consent. A Parcel and/or Property Unit may only be a member of one (1) Neighborhood at any given time. Any Neighborhood containing one (1) or more Residential Property Units and/or one (1) or more Mixed-Use Property Units with a residential use shall be governed by a Sub-Association or Sub-Associations. A Neighborhood consisting solely of Commercial Property Units, Institutional Property Units, and/or Mixed-Use Property Units with no residential uses, is subject to the following: (**a**) if such Neighborhood qualifies as a "Common Plan of Development, Nonresidential Neighborhood" under §700.2(C)(1) of the LDC, then it shall be governed by a Sub-Association or Sub-Associations; and (**b**) if such Neighborhood qualifies as a "Stand Alone, Nonresidential Subdivision" under §700.2(C)(2) of the LDC, then it may, but is not required to, be governed by a Sub-Association or Sub-Associations. When a Sub-Association is required for a Neighborhood pursuant to this **§4.2**, the Builder of the Neighborhood shall create the Sub-Association(s) governing the Neighborhood, and shall record in the County's official public records any and all Governing Documents for the Sub-Association(s) prior to closing the sale of any Parcel and/or Property Unit in the Neighborhood to an Owner other than a Builder. Subject to the terms hereof, the Parcels and/or Property Units within a particular Neighborhood may be subject to covenants, restrictions, reservations, and easements in addition to those contained in this Master Declaration. This Master Declaration or any Amendment(s) or Supplement(s), may assign a Parcel and/or Property Unit to a specific Neighborhood which may then exist or be newly created, and until the expiration of the Declarant's Control Period, the Declarant may unilaterally (without the consent or approval of any Person whatsoever) by Amendment or Supplement create Neighborhoods or re-designate Neighborhood boundaries, or add or subtract additional Parcel(s) and/or Property Unit(s) to or from a Neighborhood; provided, however, any such changes: affecting a Development Parcel

owned by a Builder shall require the consent of such Builder, and/or affecting a Neighborhood governed by Sub-Association(s) shall require the consent of the applicable Sub-Association(s). Neighborhood's which are not governed by a Sub-Association shall be governed directly by the Master Association.

4.3 **Governing Documents for a Neighborhood**. When applicable, Sub-Association(s) shall be organized with respect to specified Parcels and/or Property Units comprising a Neighborhood. All Governing Documents for each such Neighborhood are subject to the approval of the Declarant during the Declarant's Control Period (and the Board after the Declarant's Control Period) (in their sole and absolute discretion), which approval must be received in writing prior to recording the Governing Documents in the County's official public records. Unless a Neighborhood's Governing Documents are approved by the Declarant (or the Board, as applicable) prior to recording, they shall be considered null and void and shall not be enforceable. The approval by the Declarant (or Board, as applicable) shall be evidenced by the signature of an officer of the Declarant (or Board, as applicable) on each Governing Document so approved. The Declarant (or Board, as applicable) may charge a reasonable fee to review such Governing Documents. The Declarant's (or the Board's, as applicable) approval of proposed Neighborhood Governing Documents shall be deemed granted if the Declarant (or the Board, as applicable) fails to complete its review and respond within thirty (30) calendar days of the complete proposed Governing Documents being submitted by the Builder; each subsequent submittal of revised proposed Governing Documents shall reset the thirty (30) day response deadline. Notwithstanding the right of the Declarant (or Board, as applicable) to approve all Neighborhood Governing Documents, the Declarant (or Board, as applicable) shall not have any liability, obligation, or responsibility whatsoever with respect to such Governing Documents or the terms and provisions thereof. The foregoing approval rights of the Declarant (or Board, as applicable) shall also apply to any amendment of, or supplement to, any Neighborhood Governing Documents (excluding any routine amendments or supplements required by Applicable Law, e.g.: Condominium annexation/phase amendments). This **§4.3** shall not apply to the extent the language herein is inconsistent with any provision of a Builder Agreement.

4.4 **Rights and Duties of Sub-Associations**. Each Sub-Association shall: (**a**)(**i**) abide by the Master Association's Governing Documents; (**ii**) enforce its Neighborhood Declaration or other deed and use restrictions for property located within the Neighborhood or subject to its control or jurisdiction; (**iii**) Maintain its Neighborhood Common Areas and other real property under its control or jurisdiction in good condition and repair; (**iv**) administer the Sub-Association's affairs in accordance with the terms of the applicable Governing Documents and Applicable Law; and (**v**) perform such other duties as are prescribed by its Governing Documents or which may be assigned to, and accepted by, it from time to time by the Master Association or the Declarant. When a Sub-Master Association exists within a Neighborhood, the Sub-Master Association (and not its subordinate Sub-Associations) shall have all of the duties and obligations of transacting with the Master Association on behalf of the Neighborhood. By way of illustrations and not as a limitations: (**b**)(**i**) only the Sub-Master Association will have a Neighborhood Voting Representative (each subordinate Sub-Association does not have its own Neighborhood Voting Representative); and (**ii**) the Sub-Master Association shall be responsible for collecting its Neighborhood's share of Assessments and remitting the funds to the Master Association.

4.5 **Power of the Master Association over Sub-Associations**. The Master Association shall have the absolute power to veto any action taken or contemplated to be taken by a Sub-

Association, and shall have the absolute power to require specific action to be taken by any Sub-Association, to the extent such actions in any way pertain to (**a**)(**i**) services provided through the Master Association, or (**ii**) any aspect of the Sub-Association's Neighborhood which may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundaries, such as, by way of illustration and not as a limitation, enforcing the Wiregrass Ranch Standard in such areas. For any proposed action within the scope of this power, the Master Association shall receive the same notification of each meeting of the members of a Sub-Association or board or committee thereof, required to be given for same by the Governing Documents of such Sub-Association, and a representatives of the Master Association shall have the unrestricted right (but not the obligation) to attend any such meeting. If proper notice is not given to the Master Association, any action taken at such meeting shall be considered null and void and of no force and effect.

By way of illustration and not as a limitation, for any matters within the scope of (a)(i) or (a)(ii) of this **§4.5** the Master Association may: (**b**)(**i**) veto any decision or action of a Sub-Association; (**ii**) require specific action to be taken by any Sub-Association in connection with its obligations and responsibilities; (**iii**) require specific Maintenance, repair, replacement, removal, or aesthetic changes to be performed to the property governed by a Sub-Association; or (**iv**) require that a proposed budget of a Sub-Association include certain items and that expenditures be made therefor.

In the event that a Sub-Association should fail or refuse to properly exercise its responsibility with respect to any matter within the scope of (a)(i) or (a)(ii) of this **§4.5** (as determined by the Master Association, in its sole and absolute discretion), the Master Association shall have, and may exercise, the Sub-Association's right of approval, disapproval, or enforcement as to the matter. If the Sub-Association fails to comply with any requirements set forth by the Master Association, the Master Association shall have the right to take action on behalf of the Sub-Association and shall levy a Specific Assessment in an amount adequate to recover the Master Association's costs and expenses (including, but not limited to and without limitation, any administrative, legal, and accounting costs and expenses) associated with such action. The Specific Assessment shall be levied against all Parcels and Property Units subject to the jurisdiction of the Sub-Association, unless the Neighborhood's Governing Documents provide a different manner of allocating such Specific Assessment had the Sub-Association acted accordingly. Such Specific Assessment shall be allocated against the Sub-Association's Parcels and/or Property Units in the manner provided for Assessments by the Neighborhood's Governing Documents, and in the event no such provision exists then as provided in **Exhibit "G"** attached hereto. Prior to the Master Association taking any action on a Sub-Association's behalf, the Master Association shall provide the Sub-Association notice of not less than (15) Business Days (calculated from the date of mailing) to perform the required action; after which period the Master Association shall be entitled to act if the Sub-Association failed to satisfactorily perform or at minimum commence performance within such fifteen (15) day period and diligently proceed to a complete, satisfactory cure as soon as reasonably possible.

4.6 Master Association's Power and Authority. The Master Association shall have the power and authority to enter into contracts, franchises, leases, licenses, and/or service agreements on a non-exclusive basis to provide necessary outside services to Owners, and shall have the power to accept and assume such contracts, franchises, leases, licenses, and/or service agreements as the Declarant may enter into and subsequently assign to the Master Association. By way of illustration

and not as a limitation, the Master Association may enter into contracts for: cable television; garbage and waste collection; internet; multi-channel video, security and/or security monitoring; voice communications systems and services; and reclaimed water, irrigation water, landscape Maintenance, and other Common Area services. The Master Association shall provide for payment of the cost and expense of such services by Assessments pursuant to **Article VIII** hereof, or provide for direct billing to each Owner or applicable Sub-Association. Except for reclaimed water, irrigation water, and/or any and all services to the Common Areas, the applicability of any contracts, franchises, leases, licenses, and/or service agreements to a Neighborhood governed by a Sub-Association(s) shall be subject to the Sub-Association(s)' prior written consent. Notwithstanding the foregoing, any irrigation services provided to the Common Areas shall be subject to **Article XV** hereof.

4.7 **Articles of Incorporation and Bylaws**. The Articles and Bylaws are subject to amendment in accordance with their respective provisions, and it is not necessary to amend this Master Declaration in order to amend the Articles or Bylaws; however, the amended Articles and/or Bylaws shall be recorded in the County's official public records as a Supplement to this Master Declaration. Neither the Articles nor the Bylaws may for any reason be amended or otherwise changed or interpreted so as to be contradictory or inconsistent with this Master Declaration. In the event of any inconsistency, the provisions of this Master Declaration shall prevail.

4.8 **Use Restrictions, Rules, and Regulations**. The Master Association shall have the power and authority to promulgate and enforce such Use Restrictions, Rules, and Regulations consistent with this Master Declaration as it may deem to be in the best interest of the Owners from time to time. A copy of the initial Use Restrictions, Rules, and Regulations are attached to this Master Declaration as **Exhibit "F."** A copy of all Use Restrictions, Rules, and Regulations established hereunder, any amendments thereto, and any policies established pursuant thereto, shall be made available, upon request, to Owners by the Master Association upon payment by the requesting party of such fee to the Master Association as it may promulgate to cover the cost and administrative expense to supply same. Failure of an Owner to obtain a copy of the Use Restrictions, Rules, and Regulations, and/or any policies established pursuant thereto, shall not excuse such Owner from the requirement to abide by the Use Restrictions, Rules, and Regulations. Such Use Restrictions, Rules, and Regulations, and all covenants, conditions, restrictions, easements, reservations, and other provisions contained in this Master Declaration and any Neighborhood Declaration(s), including, but not limited to and without limitation, all architectural and use restrictions contained herein, may be enforced by legal or equitable action by the Master Association against all Owners and any occupants or lessees of a violating Parcel and/or Property Unit. Any lease of any Parcel and/or Property Unit shall provide or be deemed to provide that the lessee and all occupants of the leased Property Unit shall be bound by the terms and provisions of this Master Declaration and the other applicable Governing Documents. Sanctions for violations of the Use Restrictions, Rules, and Regulations may include, but are not limited to and without limitation: reasonable monetary fines, suspension of any applicable right to vote, and/or suspension of the right to use the Common Area by an Owner and/or its Permittees to the extent allowed by Applicable Law. Prior to any decision to impose a monetary fine, suspend any applicable voting rights, or suspend the right to use the Common Area, in accordance with Applicable Law the Board shall send the Owner(s) (at the address of such Owner(s) on file with the Master Association) notice of the Board's meeting at which such decision is contemplated to be made, and provide such Owner(s) the opportunity to be heard pursuant to the provisions of the Governing Documents. In addition, the Master Association may (if authorized by contract or other agreement with the applicable Government Authorities) enforce the Applicable Law pertaining to the Committed

Property. The Use Restrictions, Rules, and Regulations are subject to amendment in accordance its provisions, and it is not necessary to amend this Master Declaration in order to amend the Use Restrictions, Rules, and Regulations; however, the amended Use Restrictions, Rules, and Regulations shall be recorded in the County's official public records as a Supplement to this Master Declaration.

4.9 Wiregrass Ranch Standard. The Master Association shall uphold and enforce the Wiregrass Ranch Standard for the Committed Property: (**a**) with regard to any Parcel not contained within a Neighborhood, and within any Neighborhood not governed by a Sub-Association; and (**b**) with regard to any aspect of a Sub-Association's Neighborhood which may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundaries.

4.10 Acts of the Master Association. Unless the approval or action of a certain specific percentage of the Members, Neighborhood Voting Representatives, and/or the Board is required in this Master Declaration or the Governing Documents or by Applicable Law, or where exempted by Applicable Law from disclosure, all actions, approvals, duties, and powers required or permitted to be given or taken by the Master Association shall be given or taken by: (**a**) a majority of the members of the Board (which participation may include in person, by telephonic or other communication equipment or devices), (**b**) at a duly called meeting of the Board at which a quorum is present, and (**c**) without the requirement for approval by the Members or any other Person whatsoever, except for the Declarant during the Declarant's Control Period or as otherwise specifically provided in the Governing Documents. All of the duties and powers of the Master Association existing under Chapters 617 & 720, *Fla. Stat.*, this Master Declaration, and the Governing Documents shall be exercised exclusively by the Board. The Board may so approve and act through the proper officers of the Master Association without a specific resolution, or may delegate the authority to manage the affairs of the Master Association to one (1) or more managers or management companies, upon terms as they deem appropriate. When an action or approval of the Master Association is permitted to be given or taken, such action or approval may be conditioned in any manner the Master Association deems appropriate, or the Master Association may refuse to take or give such action or approval, without the necessity of establishing the reasonableness of such conditions or refusal, except as specifically provided to the contrary in this Master Declaration or an Amendment or Supplement.

4.11 Membership in the Master Association. Every Owner (including, but not limited to, the Declarant with respect to the Parcels or Property Units it owns, if any), and the Declarant during the Declarant's Control Period (independent of ownership), shall be Members of the Master Association. There shall be only one (1) Member per Parcel or Property Unit. A Parcel which contains a Property Unit shall have only one (1) Member; the Owner does not receive separate memberships for the Parcel and Property Unit. If a Parcel or Property Unit is subdivided or otherwise divided into additional Parcels or Property Units in accordance with the terms of this Master Declaration, then each resulting Parcel or Property Unit shall have one (1) Member. If a Parcel or Property Unit is owned by more than one (1) Person, all co-Owners shall share the privilege of such membership as a single Member, subject to reasonable Board regulation and the restrictions on voting set forth in this Master Declaration, the Articles, and the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's lawful spouse. The membership rights of an Owner which is not a

natural person may be exercised by any director, officer, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Master Association's Secretary. All voting rights of a Member shall be exercised by that Member's Neighborhood Voting Representative (except as otherwise expressly provided in the Master Association's Governing Documents).

4.12 **Voting**. The Master Association shall initially have two classes of membership: Class "A" Members, and the Class "B" Member.

4.12.1 **Class "A" Members**. Class "A" Members shall be all Owners (including, but not limited to and without limitation, the Declarant with respect to the Parcels or Property Units it owns). Each Class "A" Member shall have the number of votes as provided in the Assessment and Voting Formula provided in **Exhibit "G"** attached hereto, as it may be amended from time to time. No votes shall be exercised on account of any Parcel and/or Property Unit which does not hold any DRI Entitlements, or which is otherwise totally exempt from Assessments under §**8.12** hereof.

4.12.2 **Class "B" Member**. The sole Class "B" Member shall be the Declarant. The rights of the Class "B" Member under this Master Declaration, the Articles, and the Bylaws are specified elsewhere in this Master Declaration, the Articles, and the Bylaws. The Class "B" Member may assign and transfer its Class "B" membership status; the transfer of the Class "B" membership shall only operate to transfer the rights designated to the Class "B" Member, and shall not be deemed to include an assignment and transfer of any of Declarant's other rights absent an express statement to the contrary. The Class "B" membership shall terminate upon the expiration or earlier termination of the Declarant's Control Period, or when in its discretion the Class "B" Member earlier so determines and declares such termination in an instrument recorded in the County's official public records. The Declarant may be both a Class "A" Member and the Class "B" Member at the same time. Upon termination of the Class "B" membership, the Declarant remains a Class "A" Member with respect to the Parcels and/or Property Units it owns (if any) and shall be entitled to Class "A" votes for all Parcels and/or Property Units which it owns (if any).

4.13 **Current Lists of Owners**. On a calendar quarterly basis, or as otherwise requested by the Master Association, each Sub-Association shall provide the Master Association with the names, mailing addresses, and corresponding Parcel(s) and/or Property Unit(s) of all Owners who are subject to the jurisdiction of that Sub-Association. To the extent a Neighborhood is not governed by a Sub-Association under **§4.2(b)** hereof, each Owner within such Neighborhood shall directly provide to the Master Association the Owner's names, mailing addresses, and corresponding Parcel(s) and/or Property Unit(s). Failure of a Sub-Association, or Owner in a Neighborhood not governed by a Sub-Association, to notify the Master Association of the foregoing required information shall result in a Specific Assessment levied by the Master Association against all Members of the violating Neighborhood, for the costs and expenses incurred by the Master Association as a result of such failure.

4.14 **Neighborhood Voting Representatives**. Due to the number of Property Units which may be developed in the Committed Property, a representative form of voting shall be employed in order to facilitate: the conduct of Master Association business; communication among the Declarant, the Board, and Owners; and the smooth administration of the Committed Property over all Neighborhoods. Each Neighborhood shall select one (1) Neighborhood Voting

Representative who shall be responsible for casting all votes attributable to Parcels and/or Property Units owned by the Class "A" Members in the Neighborhood on all Master Association matters requiring a membership vote (except as otherwise specified in the Master Association's Governing Documents). In addition, each Neighborhood shall select one (1) alternate Neighborhood Voting Representative to act in the absence of a Neighborhood Voting Representative. No Owner of an Institutional Property Unit shall be deemed eligible to vote on the basis of such ownership, and shall not become a Neighborhood Voting Representative unless such Owner agrees to pay Assessments to the Master Association and to comply with all terms and provisions of this Master Declaration as to which an Institutional Property Unit may otherwise be exempt. Unless otherwise required by the Neighborhood's Governing Documents, for any given vote: (**a**) a Neighborhood Voting Representative's vote must account (e.g. for, against, and/or abstain) for one-hundred percent (100%) of the votes s/he represents, and (**b**) a Neighborhood Voting Representatives may cast the Neighborhood's votes as s/he deems appropriate in her/his discretion, which may include splitting the votes in any proportions for the various choices. Neighborhood Voting Representatives are subordinate to the Board; their responsibility and authority does not extend to policymaking, supervising, or otherwise being involved in governing the Master Association beyond voting on matters put to a vote of the Members. Each Neighborhood shall provide the Master Association with a current list of the names, mailing addresses, telephone numbers, and email addresses of the Neighborhood Voting Representative and the alternate Neighborhood Voting Representative, and shall timely notify the Master Association of any change in such information.

4.14.1 Default Selection of Neighborhood Voting Representatives in Neighborhoods Governed by Sub-Associations. If a Neighborhood is governed by a Sub-Association(s), by default the president of the primary Sub-Association governing that Neighborhood shall be the Neighborhood Voting Representative and the vice president shall be the alternate Neighborhood Voting Representative. The Neighborhood's Governing Documents may deviate from this default selection method by either: affirmatively adopting the standard election and/or removal procedures provided in §§**4.14.2** and **4.14.3** hereof, or provide for another method of selection and/or removal.

4.14.2 Election of Neighborhood Voting Representatives. The first election of a Neighborhood Voting Representative and alternate Neighborhood Voting Representative from a Neighborhood not governed by a Sub-Association shall occur within one (1) year after the first conveyance of a Parcel and/or Property Unit in the Neighborhood to an Owner other than a Builder. Thereafter, the Master Association Board shall call for an election of a Neighborhood Voting Representative and alternate Neighborhood Voting Representative every two (2) years. Votes may be cast as determined by the Master Association Board, which may include but are not limited to: written ballot, electronic voting (email or voting portal, using such voter identification procedures as the applicable board may determine in its sole discretion to best ensure the integrity of ballots), fax, or at a meeting of the Owners within the Neighborhood. However, upon written petition signed by Members holding at least ten percent (10%) of the Class "A" votes within any Neighborhood, the election for the Neighborhood Voting Representative for such Neighborhood shall be held at a special meeting of the Master Association Board. The current Neighborhood Voting Representative and/or alternative Neighborhood Voting Representative do not cast votes on behalf of other Owners in the election of their successors. The participation (e.g. in person, by proxy, by written ballot, by electronic voting, etc…) of Members representing at least ten percent (10%) of the total Class "A" votes in the Neighborhood shall constitute a quorum for any Neighborhood election of a Neighborhood Voting Representative and alternative

Neighborhood Voting Representative. In the event of the failure to obtain a quorum, the Master Association Board may appoint a Neighborhood Voting Representative and/or alternate Neighborhood Voting Representative to represent the Neighborhood until a successor can be elected at a Neighborhood election which achieves quorum. Candidates for election as a Neighborhood Voting Representative may be nominated by the Master Association Board, a nominating committee appointed by the Board, or by the Neighborhood's Owners in the manner provided by the Board. For any election of a Neighborhood Voting Representative, an Owner of a Parcel and/or Property Unit in a Neighborhood shall have the number of votes or portion thereof provided in **Exhibit "G"** to this Master Declaration. The candidate who receives the greatest number of votes shall be elected as the Neighborhood Voting Representative and the candidate receiving the next greatest number of votes shall be elected as the alternate Neighborhood Voting Representative.

4.14.3 **Removal of Elected Neighborhood Voting Representatives**. Any Neighborhood Voting Representative or alternative Neighborhood Voting Representative elected pursuant to **§4.14.2** hereof, may be removed at any time, with or without cause, upon the vote or verified written petition of the Members holding at least a majority of the votes in the Neighborhood which is represented by the to-be-removed representative.

4.14.4 **Term**. Neighborhood Voting Representatives and alternate Neighborhood Voting Representatives elected pursuant to **§4.14.2** hereof, shall serve a term of two (2) years, and shall serve until their successors can be elected or are selected, as applicable. A Neighborhood Voting Representative and/or alternate Neighborhood Voting Representative elected pursuant to **§4.14.2** hereof, may serve no more than two (2) consecutive terms, inclusive of partial and/or alternate terms.

4.14.5 **Controlling Provision Concerning Voting**. Notwithstanding anything contained or implied to the contrary in this Master Declaration, unless and until a Neighborhood elects or selects its initial Neighborhood Voting Representative: (**a**)(**i**) all voting by Members of such Neighborhood on matters involving or concerning the Master Association shall be conducted directly by the Members themselves, rather than by a Neighborhood Voting Representative, and (**ii**) all references in this Master Declaration concerning: approval of, consent of, decisions of, disapproval of, meetings of, notices to, vote(s) of, and/or a quorum of the Neighborhood Voting Representatives, and all similar references, shall instead be construed as referring to the Members of such Neighborhoods themselves. Likewise, for any Parcels not contained within a Neighborhood, (**b**)(**i**) all voting by the Owners of such Parcels on matters involving or concerning the Master Association shall be conducted directly by the Members themselves, and (**ii**) all references in this Master Declaration concerning: approval of, consent of, decisions of, disapproval of, meetings of, notices to, vote(s) of, and/or a quorum of the Neighborhood Voting Representatives, and all similar references, shall instead be construed as referring to the Members owning such Parcels.

4.14.6 **Vacancy**. If a vacancy occurs for a Neighborhood Voting Representative, then the alternative Neighborhood Voting Representative shall become the Neighborhood Voting Representative for the remainder of the term, and a new alternate may be appointed by the Sub-Association Board (or the Master Association Board where a Neighborhood is not governed by a Sub-Association under **§4.2(b)** hereof) to represent the Neighborhood until a successor alternate can be elected or are selected, as applicable. If a vacancy occurs at the same time

for both the Neighborhood Voting Representative and the alternate, or a vacancy occurs only for the alternate, then the Sub-Association Board (or the Master Association Board where a Neighborhood is not governed by a Sub-Association under **§4.2(b)** hereof) may by appointment fill those vacancies until the successor(s) can be elected or are selected, as applicable. An election or selection for a successor to a vacancy-appointment shall occur within a reasonable time, and no vacancy-appointment shall serve for the remainder of the elected term unless such elected term expires no later than four (4) months from the vacancy.

4.15 **Voting Groups**. Prior to the expiration of the Declarant's Control Period, the Declarant may combine portions of the Committed Property (including different Neighborhoods) into designated Voting Groups to promote voting representation in the Master Association for groups with dissimilar interests and to avoid and prevent particular Neighborhoods (or other groups) from dominating the Master Association due to the number of votes held by such groups. A Parcel, Property Unit, and/or Neighborhood may be assigned to multiple Voting Groups regarding different issues, so long as the assignments do not result in any Parcel's and/or Property Unit's votes being cast more than once on any given vote. Each Voting Group shall vote on a separate slate: (**a**) for electing Board members to represent that Voting Group, and/or (**b**) on other matters put to a vote of the Neighborhood Voting Representatives and/or Members, if necessary to effectuate the purpose of this **§4.15**. The Declarant shall establish Voting Groups, if any, to effectuate the purpose of this **§4.15**, by recording an Amendment or Supplement identifying the Voting Groups by legal description or other means by which the property within the areas subject to the respective Voting Groups can clearly be determined. The Declarant may amend such designations at any time, and from time to time, during the Declarant's Control Period in the same manner. After expiration of the Declarant's Control Period, the Board with the approval of Neighborhood Voting Representatives together representing a majority of the Class "A" votes in the Master Association, may create additional, or modify, or delete existing Voting Groups to effectuate the purpose of this **§4.15**, by recording an Amendment or Supplement. Other than the manner authorized in this **§4.15** to establish Voting Groups, no further consent or approval of any Person whatsoever shall be required to create, modify, or delete Voting Groups. Until such time as Voting Groups are established, all Members shall constitute a single Voting Group. After an initial Amendment or Supplement designating a Voting Group is recorded, any and all Members which are not assigned to a specific Voting Group shall constitute a single Voting Group.

4.15.1 **Challenge of Voting Groups**. So long as any Voting Group bears a rational relationship towards effectuating the purpose of **§4.15** hereof, the Voting Group shall not be subject to challenge and/or overturning. Any Member may challenge the propriety of one (1) or more designated Voting Groups, by providing the Declarant (during the Declarant's Control Period) and the Board (after the Declarant's Control Period expires) with a written, specific objection within sixty (60) days of the document which established the Voting Group(s) being recorded in the County's official public records. Any such objection must articulate with specificity the basis for the objection. Failure to timely and fully notice an objection pursuant to this **§4.15.1** shall render the Voting Group(s) final and not subject to further challenge in any proceeding and/or forum. Notwithstanding the foregoing, if at any time exceptional circumstances arise subsequent to the designation of a Voting Group, which change in circumstances renders the Voting Group no longer effectuating the purpose of **§4.15** hereof, then any Member may provide the Declarant or the Board (as applicable) with a written, specific request to modify or delete the Voting Group. Any such request must articulate with specificity the basis for the request, including the purported exceptional change in circumstances justifying the request. The Declarant's or the Board's (as applicable)

decision on such requests to modify or delete Voting Groups shall be subject to the same sixty (60) day limitation (calculated from the date of posting) on challenges, and the same standard of review (i.e. a rational relationship towards effectuating the purpose of §**4.15**); duplicative requests (by a Member and/or different Members) for the same modification or deletion premised on the same change in circumstances shall not operate to extend and/or restart the sixty (60) day period for challenges. The Declarant's or the Board's (as applicable) written decision on requests to modify or delete Voting Groups shall be posted in a conspicuous, prominent place within the Committed Property which the Board designates for the posting of notices related to the Master Association.

4.16 **Board of Directors**. The Master Association shall be governed by the Board consisting of not less than three (3) members, but not more than nine (9) members, and which shall always be an odd number. The number of Board seats shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) members of the Board. Board members shall be appointed, elected, or removed as follows:

4.16.1 **Appointed by the Declarant**. During the Declarant's Control Period, the Declarant shall initially have the right to appoint all Board members (in Declarant's sole and absolute discretion) and such Board members shall serve at the pleasure of the Declarant. During the Declarant's Control period, but after fifty percent (50%) of the total number of DRI Entitlements which may be developed on the Committed Property are owned by Class "A" Members other than the Declarant and Builders, the Class "A" Members shall be entitled to elect one (1) Board member pursuant to the procedures provided in the Bylaws. The total number of DRI Entitlements which may be developed on the Committed Property shall be consistent with the total DRI Entitlements provided in the Assessment and Voting Formula (as it may be amended in the future). After the Declarant's Control Period ends, so long as Declarant and/or its Affiliates holds for sale in the ordinary course of business at least five percent (5%) of the total DRI Entitlements which may be developed in the Committed Property - from any phases of development - Declarant shall have the right (in its sole and absolute discretion) to appoint the maximum number of director seat(s) that constitute a minority of the Board (i.e. half of the total Board seats then in existence, less one seat). Any directors appointed by the Declarant may, but need not, be Owners.

4.16.2 **Election of the Board**. Elections for Board members pursuant to the procedures provided in the Bylaws shall only occur for seats which the Class "A" Members are entitled to elect. Any seats which are subject to appointment by the Declarant shall remain subject to the Declarant's appointment unless and until the Declarant voluntarily releases (in Declarant's sole and absolute discretion) such seats to election by the Class "A" Members.

4.16.3 **Removal from the Board**. Removals and vacancy appointments of Board members pursuant to the procedures provided in the Bylaws shall only for occur for seats which the Class "A" Members are entitled to elect. Any seats which are subject to appointment by the Declarant shall remain subject to the Declarant's removal and vacancy appointment unless and until the Declarant voluntarily releases (in Declarant's sole and absolute discretion) such seats to election by the Class "A" Members.

ARTICLE V
USE RESTRICTIONS AND MAINTENANCE RESPONSIBILITIES

5.1 Governmental, Educational, and Religious Interests. So long as the Declarant or any Affiliate owns any portion of the Committed Property, the Declarant may designate sites within the Committed Property for Institutional uses, including, but not limited to and without limitation: educational activities or interests, fire, government, houses of worship, parks, law enforcement, recreational facilities, religious activities and interests, schools or education facilities, utility facilities, and/or other public facilities. The sites may, but are not required to, include Common Areas owned by the Master Association, and in such case the Master Association shall dedicate and convey such sites as directed by the Declarant. No approval of the Members or any other Person whatsoever shall be required, except for the Owner of the designated site(s) (if not the Declarant).

5.2 Assumption of Obligations Under Development Order and MPUD Conditions of Approval/Resolutions. The Declarant shall have the right to assign to the Master Association any of its continuing obligations or responsibilities under the Development Order and the MPUD Conditions of Approval/Resolutions, and the Master Association shall accept, assume, and fulfill such obligations and responsibilities. The Master Association shall indemnify, defend, and hold harmless the Declarant from and against any liability which may result therefrom; including, but not limited to and without limitation, any damages awarded against, and any costs, damages, and fees (including, but not limited to and without limitation, Attorneys' Fees and Costs) incurred by, the Declarant in defending itself against such liabilities and/or enforcing its rights of indemnification, defense, and being held harmless provided in this **§5.2**. The assignment and required, automatic assumption of Declarant's obligations and responsibilities contemplated in this **§5.2** pertain to those which are continuing and/or ongoing in nature, and does not include the Declarant's obligations and responsibilities related to the initial construction and development of the Committed Property.

5.3 Use of Committed Property. The use of the Committed Property by the Owners shall comply with the Master Association's Governing Documents, Applicable Law, and any and all permits, licenses, or other documents that may be applicable to the Committed Property from time to time, including, but not limited to and without limitation: the Comprehensive Plan, the LDC, the Development Order, and the MPUD Conditions of Approval/Resolutions.

5.3.1 Builders and Parcel Developers. Builders and/or Parcel Developers (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) may carry on, construct on, maintain on, and use on, their respective Development Parcels (or portions thereof), such facilities and activities as may be convenient, incidental, and/or reasonably required for the construction, development, marketing, rental, and/or sale of Parcel's and/or Property Units with such Development Parcels. The facilities and activities provided in this **§5.3.1** include, but are not limited to and without limitation: construction field offices; customer service/warranty offices, brokers' offices, business offices; exterior lighting features or displays; flags (whether hung from flag poles or attached to a structure); holding or sponsoring events; model units; parties; promotional social functions; sales offices; signs; sponsored special events for charitable, marketing, philanthropic, or political purposes; and such other events as may be deemed appropriate and consented to prior by the Declarant (which consent shall not be unreasonably withheld). To the extent any such facilities and/or activities may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the Development Parcel's exterior

boundaries, such facilities and/or activities shall be subject to the Declarant's prior written consent (which consent shall not be unreasonably withheld).

5.4 Prohibited Requests. No Owner – other than a Builder as authorized and/or contemplated by a Builder Agreement - shall submit a request for: rezoning; a special exception; a variance; or an amendment, variance, or modification to the Development Order, the MPUD Conditions of Approval/Resolutions, or other land use approvals or permits. A Builder shall provide the Declarant (during the Declarant's Control Period) or the Board (after the Declarant's Control Period expires) written notice of no less than fifteen (15) Business Days (calculated from the date of mailing) prior to submitting any of the foregoing requests to Government Authorities.

5.5 Common Areas. The Common Areas shall be deemed to include those areas: (**a**) which are designated as such on any recorded subdivision plat of the Committed Property, or any portion thereof; (**b**) which are otherwise conveyed, dedicated, leased, or licensed for the common use and enjoyment of all Owners, or which the Master Association otherwise possesses; (**c**) of the Committed Property for which the Master Association or the Owners have use rights, whether by agreement or otherwise; (**d**) which the Declarant may designate as such, from time to time (provided, however, if any such areas are within a Neighborhood governed by a Sub-Association(s) such designation shall be subject to the consent of the applicable Sub-Association(s)); and/or (**e**) the Maintenance of which (or other responsibility for which) resides in the Master Association as provided in this Master Declaration, is transferred to the Master Association by the Declarant, and/or is otherwise assumed by the Master Association. Common Area shall also include any and all Improvements located on the real property classified as Common Area. Common Areas shall not include Neighborhood Common Areas as set forth in **§5.6** hereof; Neighborhood Common Areas shall be for the exclusive use of the Owners of Parcels and/or Property Units within a respective Exclusive Common Area and/or Neighborhood. By way of illustration and not as to a limitation, the Common Area may include:

5.5.1 Streets and Streetscape. Except as otherwise assumed by the County, the District, or other Government Authorities (or utility providers) or as otherwise set forth herein, the Master Association shall be responsible for the Maintenance, repair, and replacement of any Streets owned by the Master Association and the Streetscape lying within the Medians of any Streets owned by the Master Association. The Master Association shall have the right (but not the obligation, in its sole and absolute discretion) to Maintain, operate, repair, and/or replace (or supplement the costs thereof) all Streets and Streetscape - within the Medians, or abutting the Streets, and of the decorative elements of any bridge in a Street - at a higher level than that of the County, the District, or other Government Authorities (or utility providers), or as otherwise required in this Master Declaration. The Declarant and/or the Master Association may enter into a Maintenance agreement with the County, the District, or other Government Authorities (or utility providers) for the purpose of said Maintenance, operation, repair, and replacement and/or supplemented Maintenance, operation, repair and replacement. If the Declarant initially enters into such an agreement, that agreement may be assigned, in whole or in part, to the Master Association and the Master Association shall be responsible to perform the obligations under the agreement so assigned. To the extent the Master Association has the right or obligation to Maintain, operate, repair, or replace such areas, they shall be considered part of the Common Area even though not owned by the Master Association.

To the extent applicable and except as otherwise assumed by the County, the District, or other Government Authorities (or utility providers), each Owner, at such Owner's sole cost and expense (unless assumed and performed by the Master Association or a Sub-Association), shall irrigate, Maintain, mow, prune, and replace all landscaping (including, but not limited to and without limitation, all bushes, plants, sod, and trees) lying: (**a**) within the adjacent Streetscape(s) (including those of Streets owned by the District), (**b**) within the right-of-way of adjacent alleys which connect to a Street (including Streets owned by the District), and/or (**c**) between the Parcel and/or Property Unit boundary and the waters of any lake or pond which may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundary of the Neighborhood containing the Parcel or Property Unit (or where a Parcel is not contained within a Neighborhood which may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel) - in a manner consistent with the Wiregrass Ranch Standard. If such areas are adjacent to a condominium, then the applicable Sub-Association(s) shall be responsible for the above obligations. The Master Association shall be responsible for any cost for the upgraded Maintenance and operation of the street lighting for the Streets, except as otherwise assumed and performed by the County, the District, or any other Government Authorities (or utility providers). The Master Association shall not be responsible for the upgraded cost for installation of street lighting, unless the Master Association so agrees (in its sole and absolute discretion). The right of the Owners to use the Streetscape shall be in accordance with its intended use, and may include, but it not limited to and without limitation: bicycle riding, pedestrian travel (jogging, running, or walking), skating, and similar activities, within that portion of the Streetscape reasonably intended for such purposes in accordance with the Master Bicycle/Pedestrian Circulation Plan. Owners shall be expressly prohibited from unilaterally altering, changing, or modifying any Streetscape or property between the Parcel and/or Property Unit boundary and the waters of any lake or pond, without the prior written consent of the Master Association, for each instance of alteration, change, or modification. If an Owner alters, changes, or modifies any such area in violation of the restrictions set forth in this **§5.5.1**, the Owner, at such Owner's sole cost and expense, shall be obligated to promptly restore the area to its pre-existing condition using the same or substantially similar size, type, and quality of materials to the greatest extent possible.

In addition to any other enforcement rights, if an Owner or Sub-Association fails to properly perform the Maintenance responsibilities under this **§5.5.1**, the Master Association may perform such Maintenance responsibilities and assess all fees and costs incurred by the Master Association as a result thereof against the benefited Parcel(s) and/or Property Unit(s) and the Owner(s). In the event of a failure of a Sub-Association to properly perform its Maintenance responsibilities, any resultant assessment may be imposed against all Parcels and/or Property Units under the Sub-Association's jurisdiction. The Master Association shall have the right to enter any Parcel and/or Property Unit to perform such Maintenance. The Master Association shall give the Owner or the Sub-Association at least fifteen (15) Business Days written notice and opportunity to cure the problem prior to the Master Association's entry, except when entry is required due to an emergency situation.

5.5.2 **Recreation Areas**. "**Recreation Areas**," if any, include those portions of the Committed Property designated for recreational use by the Declarant during the Declarant's Control Period, or by the Master Association after the expiration of the Declarant's Control Period provided that the Declarant has consented (in its sole and absolute discretion) so long as the Declarant or any Affiliate owns any portion of the Committed Property. Recreation

Areas shall be used only for recreational purposes in a manner consistent with any Improvement of such Recreation Areas, and subject to the Master Association's Use Restrictions, Rules, and Regulations. The Declarant during the Declarant's Control Period, or the Master Association after the expiration of the Declarant's Control Period provided that the Declarant has consented (in its sole and absolute discretion) so long as the Declarant or any Affiliate owns any portion of the Committed Property, shall determine the manner of making Improvements in Recreation Areas and the use thereof, and may charge a user fee for use of all or a portion of such recreation areas.

5.5.3 **Recreational Facilities**. A portion of the lands in the Committed Property may (but shall not be obligated to) be utilized for "**Recreational Facilities**." Recreational Facilities, if any, shall be operated and Maintained by the Master Association as a Common Expense. However, the Master Association shall have the right to enter into use agreements, or similar types of agreements, with Persons who are not Owners in order to provide such Persons the right to use all or any portion of the Recreational Facilities for a specified fee. The Declarant shall also have the right to enter into such agreements and assign them to the Master Association during the Declarant's Control Period. Portions of the Recreational Facilities may (but are not required to) be open to use by the general public, and as a result there may be some use of those Recreational Facilities or portions thereof by Persons who do not pay a fee to the Master Association for such use. THE PRESENT OR FUTURE USE OF ANY PORTION OF THE COMMITTED PROPERTY FOR RECREATIONAL FACILITIES MAY BE DISCONTINUED OR SUSPENDED AT ANY TIME BY ITS OWNER, AND AT SUCH TIME SUCH RECREATIONAL FACILITIES MAY BE USED FOR SUCH OTHER PURPOSES AS THE OWNER THEREOF MAY DECIDE, SUBJECT TO THE CONSENT AND APPROVAL OF THE DECLARANT (IN ITS SOLE AND ABSOLUTE DISCRETION) DURING THE DECLARANT'S CONTROL PERIOD AND AFTER THE DECLARANT'S CONTROL PERIOD SO LONG AS THE DECLARANT OR ANY AFFILIATE OWNS ANY PORTION OF THE COMMITTED PROPERTY, AND SUBJECT TO THE TERMS, PROVISIONS, AND LIMITATIONS OF THE DEVELOPMENT ORDER, AND THE MPUD CONDITIONS OF APPROVAL/RESOLUTIONS.

5.5.4 **Open Spaces**. "**Open Spaces**" mean those portions of the Committed Property designated as Open Spaces by the Declarant during the Declarant's Control Period, or by the Master Association after the Declarant's Control Period provided that the Declarant has consented (in its sole and absolute discretion) so long as the Declarant or any Affiliate owns any portion of the Committed Property. The Declarant during the Declarant's Control Period (and the Master Association thereafter), shall have the absolute right (in its sole and absolute discretion) to modify its plan for beautification of the Committed Property - including but not limited to modifying the appearance of Open Spaces - so long as such modifications (by either the Declarant and/or the Master Association) do not diminish the general quality of the beautification plan. If the Master Association modifies the appearance of Open Spaces in a manner which diminishes the general quality of the beautification plan instituted by the Declarant, the Declarant shall have the right (but not the obligation) to bring legal action to force the Master Association to correct the appearance of such Open Spaces, so long as the Declarant or any Affiliate owns any portion of the Committed Property.

5.5.5 **Surface Water Management System and the Conservation Corridor**. The Surface Water Management System and the Conservation Corridor (collectively, the "**Drainage Areas**") shall be kept and Maintained for beautification, conservation, drainage, irrigation, or mitigation purposes in a manner in accordance with the requirements, permits, and

approvals of the applicable Government Authorities. The Master Association shall be responsible for the Maintenance, operation, and repair of the Drainage Areas unless the Maintenance, operation, and repair is assumed and performed by the District, the County, other Government Authorities, Sub-Association(s), or other third-parties. Maintenance of the Drainage Areas shall mean the exercise of practices which allow the systems to provide conveyance, drainage, water storage, or other surface water management capabilities permitted by the SWFWMD or other applicable Government Authorities. Any reconstruction or repair of the Drainage Areas shall be as permitted, or if modified as approved in writing by the SWFWMD or other applicable Government Authorities. If wetland creation, Maintenance, mitigation, monitoring, or restoration is required, the Master Association shall be responsible to carry out this obligation, including complying with all of the SWFWMD or other applicable Government Authorities permitting requirements associated with wetland creation, mitigation, Maintenance, and monitoring, unless such obligation is assumed and performed by the District, the County, other Government Authorities, Sub-Association(s), or other third-parties. Except as otherwise waived by the Declarant in writing, or assumed by the County, the District, other Government Authorities, Sub-Association(s), or other third-parties, the Master Association shall also Maintain the areas immediately around the ponds which are a part of the Drainage Areas (not including those portions which may be an Owner's responsibility pursuant to **§5.5.1** hereof) and the aquatic vegetation within said ponds. Such Maintenance shall not include any structural components or systems of the Drainage Areas, unless the County, the District, other Government Authorities, Sub-Association(s), or other third-parties, do not assume the obligation or perform same. Except as otherwise waived by the Declarant in writing, or assumed by the County, the District, other Government Authorities, Sub-Association(s), or other third-parties, the Master Association shall Maintain the portion of the upland buffer areas in the Drainage Areas, if any, which are used by the Master Association and the Owners for allowed recreational purposes and as otherwise necessary to maintain the Wiregrass Ranch Standard. Notwithstanding the foregoing, if any Neighborhood governed by a Sub-Association(s) holds separate permits related to the Drainage Areas, the Sub-Association(s) shall primarily be responsible for complying with such permits and the Master Association shall only have the right to cure (at the sole cost and expense of the Owners within the Neighborhood) if the Sub-Association(s) fail to come into compliance with such permits within fifteen (15) Business Days (calculated from the date of mailing) of a notice of non-compliance, or when compliance cannot reasonably be completed within such period then if the Sub-Association(s) fail to commence compliance activities within such period and continue thereafter in an expeditious manner until completion. Neither the Declarant, the Master Association, nor any Sub-Association shall be obligated to provide supervisory personnel or lifeguards for the ponds included within the Drainage Areas, unless otherwise specifically agreed to in writing by the Declarant, Master Association, or Sub-Association, respectively.

The Drainage Areas and their location may not be modified or relocated without the appropriate permits modification and the prior written consent of the Declarant (so long as the Declarant or any of its Affiliates owns any portion of the Total Property); provided, however, a Parcel Developer or Sub-Association holding separate permits may modify portions of the Drainage Areas within its Development Parcel and/or Neighborhood, as applicable, consistent with such permits without requiring Declarant's consent. Each Parcel Developer shall provide for, and ensure and protect, that portion of the Drainage Areas and related Wildlife Crossings located within its Development Parcel, and for the ongoing Maintenance, management, protection, and repair thereof, in accordance with the requirements of Applicable Law (including, but not limited to all permits and approvals), the Development Order, and the MPUD Conditions of Approval/Resolutions.

In the event of a dissolution or termination of the Master Association: (**a**) the Master Association's control or right of access to, and Maintenance of, the Drainage Areas shall be conveyed or dedicated to an appropriate Governmental Authority or public utility and, if not accepted, shall be conveyed to a not-for-profit corporation similar to the Master Association (any successor entity must comply with Rule 62-330.310, *F.A.C.*, the Environmental Resource Permit Applicant's Handbook Volume I, Section 12.3, and be approved by SWFWMD prior to the Master Association's termination, dissolution, or liquidation); and (**b**) all Owners shall be jointly and severally responsible for operation and Maintenance of the Drainage Areas in accordance with SWFWMD regulations and permits, unless and until a successor organization assumes responsibility for such operation and Maintenance.

5.5.6 **Parks**. "**Parks**" mean those portions of the Committed Property designated as such by: the Declarant during the Declarant's Control Period, regarding property owned by Declarant or any Affiliate; the Master Association after the Declarant's Control Period, regarding any property owned by the Master Association or other property with the consent of the Owner(s) thereof, and subject to the Declarant's consent (in its sole and absolute discretion) so long as the Declarant or any Affiliate owns any portion of the Committed Property; the Master Parks Plan; plat; or otherwise, which such portions of the Committed Property and all Improvements located thereon may or may not be dedicated to or owned by the County, the District, or the Master Association. The Parks shall be Maintained and repaired by the Master Association, except as otherwise waived or released by the Declarant, or assumed and performed by the County, the District, other Government Authorities, Sub-Association(s), or other third-parties. Parks located within Neighborhoods shall be deemed Neighborhood Common Area, unless designated otherwise by: the Declarant or the Master Association (when the Neighborhood is not governed by a Sub-Association pursuant to **§4.2(b)** hereof), or the applicable Sub-Association(s). When a Park is a Neighborhood Common Area, the Park shall by default be Maintained by the applicable Sub-Association(s), if any, unless: (**a**) the Neighborhood is not governed by a Sub-Association pursuant to **§4.2(b)** hereof; or (**b**) the applicable Sub-Association(s) requests and the Declarant or the Master Association elects (in its sole and absolute discretion as the case may be) to have the Park Maintained by the Master Association. If either (**a**) or (**b**) in this **§5.5.6** occurs, the Master Association may issue Neighborhood Assessments to the benefited Neighborhood(s) for the costs associated with Maintaining the Park so designated as a Neighborhood Common Area. To the extent a Park is a regional or community park Maintained by the County, the District, or other Government Authorities, the Master Association shall not be obligated to Maintain and repair same; provided, however, the Master Association may elect (in its sole and absolute discretion) to supplement the cost of Maintenance and repair at a higher level than that of the County, the District, or other Government Authorities.

5.5.7 **Public Improvements**. "**Public Improvements**" are those Improvements made by the Declarant for the benefit of the County, the District, or any other Government Authorities that are not Maintained at the expense of the general public, and/or which the Master Association (in its sole and absolute discretion) elects to Maintain or elects to Maintain at a higher level than that of the County, the District, or any Government Authorities.

5.5.8 **Other Improvements**. Such other Improvements which benefit the Committed Property or any portion thereof, which the Declarant shall determine (in its sole and absolute discretion) so long as the Declarant or any Affiliate owns any portion of the Committed Property, and/or which the Master Association shall determine with the consent of the Declarant (in

its sole and absolute discretion) so long as Declarant or any Affiliate owns any portion of the Committed Property.

5.6 Neighborhood Common Area. Neighborhood Common Areas, if any, shall not be deemed to be a part of the Common Area and shall not be used by any Owners other than the Owners of Parcels and/or Property Units within such Neighborhood, except as otherwise provided by this Master Declaration. If a Neighborhood is governed by Sub-Association(s), then the applicable Sub-Association(s) shall Maintain all Neighborhood Common Areas under its jurisdiction at the Sub-Association(s)' sole cost and expense. If a Neighborhood is not governed by a Sub-Association pursuant to **§4.2(b)** hereof, the Master Association may issue Neighborhood Assessments to the benefited Neighborhood(s) for the costs associated with Maintaining its Neighborhood Common Area(s). Further, if a Neighborhood is not governed by a Sub-Association pursuant to **§4.2(b)** hereof, the provisions of the Master Association's Governing Documents pertaining to Common Areas shall pertain to the Neighborhood Common Areas to effectuate the respective duties, rights, and responsibilities between the Master Association and the Owners within the Neighborhood; notwithstanding the foregoing, such Neighborhood Common Areas shall not be deemed Common Areas for the purpose of providing any usage rights to any Member(s) of the Master Association beyond the Owners within that Neighborhood, and any expenses related to the Neighborhood Common Areas shall not be part of the Common Expenses.

5.7 Exclusive Common Area. Certain portions of the Common Area may be designated as Exclusive Common Area and reserved for the exclusive use or primary benefit of Owners and Permittees of Parcels and/or Property Units within a particular Service Area or within a particular Neighborhood or Neighborhoods, which shall be set forth in: an Amendment or Supplement, in a deed conveying such Exclusive Common Area to the Master Association, and/or on a plat reflecting such Exclusive Common Area. By way of illustration and not limitation, Exclusive Common Areas may include: alleys, cul-de-sacs, driveways, entry features, landscaped Medians, landscaping, mews, ponds, recreational facilities, and other portions of the Common Area within a particular Service Area or Neighborhood(s). All costs associated with insurance, Maintenance, repair, and replacement of Exclusive Common Areas shall be assessed as a Service Area Assessment against the Owners of the Parcels and/or Property Units in the Service Area or Neighborhood(s) to which the Exclusive Common Area is assigned. The Declarant during the Declarant's Control Period, may from time to time, grant to additional Parcels and/or Property Units the right to use certain Exclusive Common Areas, and may assign a Common Area as an Exclusive Common Area, and/or re-assign an Exclusive Common Area as a Common Area. Thereafter, a portion of the Common Area may be assigned and re-assigned as Exclusive Common Area upon approval of the Neighborhood Voting Representatives representing a majority of the votes of Members whose Parcels and/or Property Units are affected by the proposed assignment or re-assignment. The Master Association may permit Owners of other Parcels and/or Property Units to use all or a portion of the Exclusive Common Area upon payment of user fees, which fees shall be used to offset the Service Area Expenses attributed to such Exclusive Common Area.

5.8 Conveyance of Common Area Property to and from the Master Association. The Declarant may convey or cause to be conveyed to the Master Association, and the Master Association shall accept, personal property and fee title, leasehold, easements, or other property interests in any real property, improved or unimproved, which shall become part of the Common Areas; provided, however, any such conveyances during Declarant's Control Period shall be for no consideration and any conveyed property shall be free and clear of any liens, and after Declarant's

Control Period any such conveyances for consideration or of property encumbered by liens shall be subject to the Master Association's consent. Upon Declarant's written request, the Master Association shall re-convey to the Declarant (or the original owner if not the Declarant) for no consideration, any portions of the Common Areas which the Declarant (or the other original owner) originally conveyed to the Master Association, to the extent conveyed in error and/or needed by the Declarant to make minor adjustments in property lines, from time to time. The Master Association may convey portions of the Common Areas to the District, to the County, or to other Government Authorities, without prior approval of the Members; however, the Declarant's prior written consent (in Declarant's sole and absolute discretion) shall be required for any such conveyances during the Declarant's Control Period. Conveyances of Common Area to the District, the County, or to other Government Authorities shall be subject to the application and scope of this Master Declaration (except as otherwise set forth in an Amendment or Supplement). The Declarant may also convey or assign to the Master Association any Maintenance responsibilities the Declarant has undertaken involving: (**a**) portions of the Committed Property not within Common Areas, and/or (**b**) real and/or personal property not within the defined Committed Property, but which is contiguous to portions of the Committed Property. As an example, the Declarant may (but shall not be obligated to) elect in writing to Maintain the Streetscape within the Wiregrass Ranch DRI, or the upland buffer area of the Drainage Areas, even though such areas may not be included within the Committed Property, and may assign such obligations to the Master Association.

The Declarant may require the Master Association, by written notice to the Master Association, to operate and/or Maintain and repair as Common Areas (at the Master Association's sole, non-reimbursable expense), any property owned by the Declarant or an Affiliate, which the Declarant intends to convey or cause to be conveyed (or transfer or caused to be transferred any interest or use or possessory right therein) in the future to the Master Association. In that event, such property shall be deemed Common Area even though not yet owned by the Master Association (or an interest or use or possessory right therein has not yet been transferred to the Master Association). If the Declarant thereafter determines not to convey or caused to be conveyed the property (or not to transfer or caused to be transferred an interest or use or possessory right therein) to the Master Association as Common Area, the Declarant shall so notify the Master Association in writing, and thereafter such property shall no longer be deemed to be Common Area and the Master Association will no longer have any obligation or right to Maintain, operate, and/or repair such property, except as otherwise specifically agreed or provided in this Master Declaration. The Declarant shall not have the obligation to convey and/or develop or cause to be conveyed and/or developed any property (or transfer or caused to be transferred an interest or use or possessory right therein) to the Master Association as Common Area. If the Declarant desires to convey or cause to be conveyed any property (or transfer or cause the transfer of an interest or use or possessory right therein) to the Master Association, the timing and method of the conveyance (or transfer of an interest or use or possessory right therein) shall be in the sole and absolute discretion of the Declarant, but shall occur no later than the date Declarant's Control Period terminates. Once any portion of the Common Area is conveyed (or the transfer of an interest or use or possessory right therein occurs) to the Master Association or any Maintenance or repair responsibilities are assigned to the Master Association, the Master Association shall assume all obligations relating to such Common Area and/or Maintenance responsibilities, and further the Master Association shall indemnify, defend, and hold harmless the Declarant from and against any liability which may result therefrom; including, but not limited to and without limitation, any damages awarded against, and any costs, damages, and fees (including, but not limited to and without limitation, Attorneys' Fees and Costs) incurred by, the Declarant in defending itself against such liabilities and/or enforcing its

rights of indemnification, defense, and being held harmless provided in this §5.8. The assignment and required, automatic assumption of Declarant's obligations and responsibilities contemplated in this §5.8 pertain to those which are continuing and/or ongoing in nature, and does not include the Declarant's obligations and responsibilities related to the initial construction and development of the Committed Property. After Declarant's Control Period expires, the Declarant shall at its expense timely deliver to the Board the documents required by §720.307(4), *Fla. Stat.*, or other Applicable Law.

5.9 Method of Conveyance. The Declarant may transfer or cause the transfer of title (or any interest or use or possessory right therein) to any portion of the Common Areas to the Master Association by bill of sale, deed, easement, agreement, or other appropriate instrument recorded in the County's official public records. Subject to the limitations provided in §5.8 hereof, the Master Association shall be obligated to accept the transfer as delivered or caused to be delivered by the Declarant, and to Maintain the Common Area for the use and benefit of the Owners. Common Area property may be owned by the County, District, or other Government Authorities, and the Master Association may be obligated to Maintain same as provided in this Master Declaration even if not owned by the Master Association.

5.10 Use of the Common Area. Every Owner shall have the non-exclusive right to use, access, and enjoy the Common Areas subject to the following:

5.10.1 Transfer of a Common Area. Except as is provided in this Master Declaration, once title to the Common Area is transferred to the Master Association, it shall not be abandoned, alienated, hypothecated, partitioned, released, subdivided, transferred, or otherwise encumbered without first obtaining the written approval of the Declarant so long as the Declarant or any Affiliate owns any portion of the Committed Property. Subject to the Declarant's approval so long as the Declarant or any Affiliate owns any portion of the Committed Property, the Master Association may dedicate portions of the Common Area to the County, the District, or to any other Government Authorities or quasi-governmental entities (or utility providers). The Master Association, subject to the Declarant's approval Declarant so long as the Declarant or any Affiliate owns any portion of the Committed Property, may only encumber the Common Area solely to secure a loan obtained for improving the encumbered Common Area, and provided that the lien of such loan is not superior to the provisions of this Master Declaration.

5.10.2 Use by Owners. A perpetual, non-exclusive right of use of all Common Areas (excluding Exclusive Common Areas) shall be deemed to have been granted to: all Owners and their Permittees; United States mail carriers, and representatives of fire departments, law enforcement departments, EMTs, and other necessary Government Authorities (in their official capacity); and holders of bona fide security interests and Mortgages on any portion of the Committed Property (for the purpose of reasonable inspections of such encumbered property). The foregoing perpetual, non-exclusive rights of use by all Owners and their Permittees shall be subject to:

(a) The terms of the Master Association's Governing Documents, and any other applicable covenants, restrictions, and easements, including, but not limited to and without limitation, any declaration of easements and/or covenants to share costs, and/or similar instruments relating to such Common Area which grant non-Owners rights to use and enjoy portions of the Common Area

upon payment of fees or a portion of the costs relating to such Common Area;

(b) Any restrictions or limitations contained in any deed conveying such Common Area to the Master Association, and any matters to which the Common Area is subject at the time of conveyance to the Master Association;

(c) The right of the Board to adopt Use Restrictions, Rules, and Regulations regulating the use and enjoyment of the Common Area, including, but not limited to and without limitation: limiting, prohibiting, or restricting use of any Common Area by Owners and/or their Permittees, or limiting the number of and time of use by Permittees who may use the Common Area;

(d) The right of the Board to permit use of any Recreation Areas and/or Recreational Facilities situated on the Common Area by persons other than Owners and their Permittees, upon payment of user fees established by the Board or such other use restrictions as the Board shall determine;

(e) The right of the Master Association to dedicate or transfer all or any part of the Common Area pursuant to the provisions of its Governing Documents, to an Owner of a Parcel and/or Property Unit for the purpose of making minor adjustments to the boundary lines of such Parcel and/or Property Unit, subject to the terms of the Master Association's Governing Documents;

(f) The terms and provisions of the Development Order, the MPUD Conditions of Approval/Resolutions, and all permits and approvals of the applicable Government Authorities, including but not limited to and without limitation, the County and the District, and the rights of any of the foregoing therein;

(g) The right of the Board, to the extent permitted by Applicable Law, to suspend the right of an Owner and/or its Permittees to use Common Areas and any Recreation Areas and/or Recreational Facilities within the Common Areas (**i**) for any period during which any Assessment, fine, or other monetary charge against such Owner's Parcel and/or Property Unit or against such Owner and/or its Permittees remains delinquent, and (**ii**) for a period not to exceed thirty (30) days for a single violation, or for a longer period in the case of any continuing violation of the Governing Documents after notice and a hearing;

(h) The right of the Board to levy a fine against an Owner and/or its Permittees as a result of a violation by such Person of the terms of the Governing Documents pertaining to such Common Areas, which fine may be levied per violation, and for each day of a continuing violation, as further provided in **§5.18** hereof;

(i) The right of the Board to impose membership requirements and charge membership, admission, or other fees for the use of any Recreation Area and/or Recreational Facilities Maintained, operated, and/or owned by the Master Association; and

(j) The right of the Board to hypothecate, mortgage, or otherwise pledge the Common Area as security for money borrowed or debts incurred by the Master Association, subject to the terms and provisions of the Master Association's Governing Documents.

Any Owner may extend its right of use and enjoyment to its Permittees, subject to any and all restrictions and limitations and reasonable regulations as provided for the Master Association's Governing Documents. An Owner who leases all of his or her Parcel and/or Property Unit shall be deemed to have assigned all such rights to the tenant of such Parcel and/or Property Unit for the term of such lease.

5.10.3 Use of Surface Water Management System and Conservation Corridor. Subject to Applicable Law and any Builder Agreements (as either expressly provided therein or reasonably contemplated thereby) - and unless and until the Declarant has conveyed or assigned or caused to be conveyed or assigned such rights to the Master Association, the County, the District, and/or any other Government Authorities, Sub-Association(s), or other third-parties - the Declarant shall retain all rights, title, and interest to the Surface Water Management System and Conservation Corridor (including, but not limited to and without limitation, all water in any ponds and water courses within the Committed Property), and shall further have the sole right to control the water level and Maintenance of all drainage control devices, ponds, slopes and banks, water courses, and all other areas and apparatus comprising the Surface Water Management System and Conservation Corridor. Subject to Applicable Law, Builder Agreements (as either expressly provided therein or reasonably contemplated thereby), and any agreements imposed by or made with the County, the District, or any other Government Authorities, the Declarant (and any assigns of the Declarant) shall have the right to use the water and control the level thereof in all ponds and water courses in the Surface Water Management System and Conservation Corridor, for any purpose as determined by the Declarant or such other Persons as the Declarant may designate. Notwithstanding the foregoing, any use of the Surface Water Management System for irrigation water purposes shall be subject to **Article XV** hereof.

5.10.4 Prohibited Uses. No Person (other than employees or agents of the Declarant) shall, without the written approval of the Declarant (in its sole and absolute discretion), do any of the following on any part of the Common Area:

(a) operate motor vehicles for any purpose, other than as a means of transportation over Board authorized areas;

(b) use watercraft of any nature, or fish, or swim, on or in any portion of the Drainage Areas, other than in areas specifically designated for those purposes by the Declarant (and only in accordance with the approvals, permits, and any agreements of or with the County, the District, and any applicable Government Authorities, including but not limited to and without limitation, the SWFWMD);

(c) permit the walking or running of animals except when on a leash, and as to horses except when in an enclosure or area (such as a fenced pasture or area designated as an arena) or when being ridden or led in designated areas;

(d) light any fires except in designated locations within Board designated picnic areas;

(e) fell or damage any trees, or destroy or damage any landscaping;

(f) interfere with any access, drainage, or utility easements;

(g) build any structures or facilities;

(h) discharge any liquid or material, other than natural drainage in accordance with applicable permits, into the Surface Management Water System or the Conservation Corridor;

(i) alter or obstruct any drainage swales, ponds, water courses, the Surface Water Management System, or the Conservation Corridor (with the exception of a Builder's right to develop a Neighborhood in accordance with its permits); or

(j) interfere with any water control structures or apparatus, the Surface Water Management System, or the Conservation Corridor (with the exception of a Builder's right to develop a Neighborhood in accordance with its permits).

Further, no Person shall violate any Use Restrictions, Rules, and Regulations that may be established by the Master Association governing the use of the Common Area. The foregoing rights accruing to the Declarant in this **§5.10.4** may be exercised by the Declarant so long as the Declarant or any Affiliate owns any portion of the Committed Property. Thereafter such rights may be exercised by the Master Association, unless sooner assigned by the Declarant to the Master Association.

5.11 Maintenance of the Common Areas.

5.11.1 The Master Association shall be responsible for the Maintenance and repair of the Common Areas, and such other areas as may be provided in the Master Association's Governing Documents, in compliance with the Wiregrass Ranch Standard and the Master Association's Governing Documents, to the extent such Maintenance and repair responsibility has not been assumed and performed by the District, the County, other Government Authorities, Sub-Association(s), or other third-parties. There are hereby reserved to the Master Association perpetual, non-exclusive easements over the Committed Property as reasonably necessary to enable the Master Association to fulfill its rights and responsibilities under this Master Declaration. Notwithstanding the foregoing, for any Maintenance within a Neighborhood governed by Sub-Association(s) which Maintenance has been assumed by the Sub-Associations(s), the Master Association shall only have the right to cure (at the sole cost and expense of the Owners within the Neighborhood) if the Sub-Association(s) fail to perform the required Maintenance within fifteen (15) Business Days (calculated from the date of mailing) of a notice of defective Maintenance, or when the Maintenance cannot

reasonably be completed within such period then if the Sub-Association(s) fail to commence Maintenance within such period and continue thereafter in an expeditious manner until completion.

5.11.2 The Master Association may Maintain other property which it does not own, including, but not limited to and without limitation, publicly owned property, property owned by the County, the District, or other Government Authorities, and other property dedicated to public use, if the Board determines that such Maintenance is necessary or desirable to maintain the Wiregrass Ranch Standard.

5.11.3 Subject to Applicable Law and any Builder Agreements, the Master Association may enter into contracts with third-party service providers (including, but not limited to and without limitation, Affiliates) for utilities and/or services to some or all of the Committed Property including, but not limited to and without limitation: cable television; electricity; fiber optic systems; internet, monitoring, and/or voice communications systems; multi-channel video; security services; telephone; irrigation water; reclaimed water; and/or any other systems for sending and receiving data and or other electronic or digital signals. Any such contracts entered into directly with an Affiliate shall be for an amount comparable to the local market rates for materially similar services at the time of contracting (provided that such local comparable rates are readily available). Except for reclaimed water and irrigation water services for any and all portions of the Committed Property, and/or any and all other services to the Common Areas, the applicability of any contracts, franchises, leases, licenses, and/or service agreements to a Neighborhood governed by a Sub-Association(s) shall be subject to the Sub-Association(s)' prior written consent. Notwithstanding the foregoing, any irrigation services provided within the Committed Property shall be subject to **Article XV** hereof.

5.11.4 The Master Association may subsequently assign or relinquish a portion of its obligation for Maintenance, repair, and replacement of the Common Area or other property: (**a**) to the extent assumed by the District, the County, other Government Authorities, Sub-Association(s), or other third-parties (e.g. another not-for-profit corporation established for such purposes), or (**b**) if waived by the Declarant in writing, so long as the Declarant or any Affiliate owns any portion of the Committed Property.

5.12 Maintenance by Owners. The responsibility of each Owner to keep his/her Parcel(s) or Property Unit(s) in compliance with the Wiregrass Ranch Standard, and the standards promulgated by the Design Review Board and the Master Association's Governing Documents shall include, but is not limited to and without limitation, the following:

5.12.1 To Maintain, protect, repair and replace, at the Owner's sole cost and expense, all portions of the Owner's Parcel and/or Property Unit (together with all Improvements, equipment, facilities, and landscaping thereon, as well as any Streetscape abutting thereto in accordance with **§5.5.1** hereof), except any portions to be Maintained, protected, repaired, and/or replaced by the Master Association or any Sub-Association. Such Maintenance, protection, repair, and replacement shall be done without disturbing the rights of other Owners within the Committed Property.

Without limiting the generality of the foregoing, it is expressly acknowledged, understood, and agreed to by each Owner by virtue of acceptance of title to any Parcel and/or Property Unit, that either the Declarant or the Master Association, or both, have installed at their

expense certain trees lying within those certain Parcels and/or Property Units abutting Streets (collectively the "**Master Association Trees**"), which shall be and remain the sole property of the Master Association for the benefit of all Owners. Each Owner of a Parcel and/or Property Unit containing any Master Association Trees shall be responsible, at such Owner's sole cost and expense, to Maintain, protect, repair, and replace the Master Association Trees. However, at any time the Master Association shall have the right (but not the obligation) to conduct such Maintenance, protection, repair, and/or replacement of the Master Association Trees upon written notice to such applicable Owners, whereupon the Master Association shall have the right to treat all expenses incurred thereby as a Common Expense. Each Owner of a Parcel and/or Property Unit containing any Master Association Trees shall be expressly prohibited from altering, removing, or using such trees without the Master Association's express written permission in each instance, except an Owner of a Parcel and/or Property Unit may replace a dead or dying tree upon written notice to the Master Association.

5.12.2 Not to materially modify or change the appearance or design of any portion of the exterior of any structure or site features located on a Parcel or Property Unit which may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundary of the Neighborhood containing the Parcel or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), without the prior written approval of the Design Review Board (and the Declarant, if so required under **Article VI** hereof) and additionally as may be required by any applicable Neighborhood Sub-Association(s) governing the property.

5.12.3 To report promptly to the Master Association, or any applicable Sub-Association(s), any defect or need for Maintenance, protection, repair, or replacements for which the Master Association or any Sub-Association(s) is responsible.

The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property – hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) and the Master Association (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), perpetual, non-exclusive easements over the Committed Property for purposes of exercising the Master Association's rights in this **§5.12**, and for purposes of inspecting and enforcing the obligations of the Owners as set forth in this **§5.12**. Notwithstanding the foregoing, for any Maintenance within a Neighborhood governed by Sub-Association(s), the Master Association shall only have the right to cure (at the sole cost and expense of the applicable Owners within the Neighborhood) if the Sub-Association(s) fails to perform or caused to be performed the required Maintenance within fifteen (15) Business Days (calculated from the date of mailing) of a notice of defective Maintenance, or when the Maintenance cannot reasonably be completed within such period then if the Sub-Association(s) fail to commence or caused to be commenced Maintenance within such period and continue thereafter in an expeditious manner until completion.

5.13 **Declarant's Reserved Rights**. In the event the Master Association fails to properly perform its Maintenance or other responsibilities, the Declarant (so long as the Declarant or any

Affiliate owns any portion of the Committed Property) may (but shall not be obligated to), at the Declarant's sole option, give the Master Association notice and an opportunity to cure such failure. The notice shall give no less than fifteen (15) Business Days (calculated from the date of mailing) for the Master Association to cure the failure. If the Master Association does not complete the cure within the stated period – which shall not be less than fifteen (15) Business Days - or when compliance cannot reasonably be completed within such period then if the Master Association fails to commence compliance activities within such period and continue thereafter in an expeditious manner until completion, the Declarant may cause such Maintenance to be performed and shall be entitled to reimbursement from the Master Association for all reasonable costs and expenses incurred by the Declarant in furtherance thereof.

5.14 **Residential Property Units**. Except as specifically allowed by the Development Order, the MPUD Conditions of Approval/Resolutions, and approved by the Declarant in writing (so long as the Declarant or any Affiliate owns any property in the Wiregrass Ranch DRI) and thereafter by the Master Association, a Residential Property Unit shall be for Residential use only and not for any Commercial, Institutional, or Mixed-Use uses - except only by the Builder thereof during the development, construction, marketing, or sale of the Residential Property Unit (which development, construction, marketing, and sales thereof shall not require further consent). The conduct of business or business activities in a Residential Property Unit by an Owner shall not be deemed to violate this **§5.14** if the conduct of business or business activities:

(a) is not apparent or detectable by sight, sound, or smell from outside the Residential Property Unit;

(b) is not a primary use of the Residential Property Unit;

(c) does not involve regular visitation of the Residential Property Unit by clients, customers, suppliers, or other business invitees, or door-to-door solicitation within Wiregrass Ranch or involve regular deliveries of parcels or other materials to the Residential Property Unit;

(d) is consistent with the Residential character of the Residential portions of Wiregrass Ranch and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within Wiregrass Ranch, as determined by the Board (in the Board's sole discretion);

(e) is pursuant to a valid occupational license; and

(f) does not violate the Comprehensive Plan, the Land Development Code, the Development Order, or the MPUD Conditions of Approval/Resolutions.

As used in this **§5.14**, the term "**business**" shall have its ordinary, generally accepted meaning and shall include, but it not limited to and without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves providing goods or services to Persons other than the family of the producer and for which the producer receives a fee, payment, compensation, or other form of consideration, regardless of whether: such activity is engaged in full or part time, such activity is intended to or does generate a profit, or an occupational or other license is required. The restrictions in this **§5.14** do not apply to the Declarant's activities, the activities of a Builder

pertaining to a Neighborhood, or to the activities of other Persons Declarant approves with respect to its development, construction, marketing, and sale of property in Wiregrass Ranch. The operation of the facilities and activities as provided in §**5.3.1** hereof from a Residential Property Unit shall not be considered Commercial or Business activity. Additionally, this §**5.14** shall not apply to any Master Association activity related to its obligations under its Governing Documents or Applicable Law. Leasing a Residential Property Unit is not a "business" within the meaning of this §**5.14**.

5.15 **Commercial or Institutional Property Units**. Commercial Property Units and Institutional Property Units are those portions of the Property upon which Improvements may be constructed and used for other than Residential purposes. No portion of any Commercial Property Units or Institutional Property Units may be used for Residential purposes, except as: (**a**) part of an approved Mixed-Use Property Unit containing a combination of Commercial and/or Institutional, and Residential uses); or (**b**) allowed by the Development Order, and the MPUD Conditions of Approval/Resolutions, and approved by the Declarant in writing (so long as the Declarant or any Affiliate own any property in the Wiregrass Ranch DRI), and thereafter by the Master Association.

5.16 **Use of Property by the Declarant**. Except as may be otherwise limited in this Master Declaration, the Declarant and its Affiliates, and their successors, nominees, and assigns shall have the right to make such uses of all Common Areas and the portions of the Committed and/or Improvements thereon owned by Declarant (together with such easements as may be required to exercise the rights contained in this §**5.16**), as the Declarant shall determine from time to time in its sole and absolute discretion. Notwithstanding anything to the contrary contained in this Master Declaration, and in recognition of the fact that the Declarant will have a continuing and substantial interest in the development and administration of the Total Property, the Declarant hereby reserves for itself and its successors, nominees and assigns, and the Master Association recognizes, agrees to and acknowledges that the Declarant and its successors, nominees and assigns shall have the right to use all Common Areas, and/or all other portions of the Committed Property and/or Improvements thereon owned by Declarant, (together with such easements as may be required to exercise the rights contained in this §**5.16**) in conjunction with and as part of its program of sale, leasing, constructing, and developing of and within the Wiregrass Ranch DRI. All or portions of the Declarant's rights herein may be assigned, from time to time, to one (1) or more registered real estate brokers. Subject to a listing or sales agreement, such rights shall include, but not limited to and without limitation, the right to: employ sales personnel, enter and transact business, maintain models and sales offices, place signs, and show for purposes of sale or lease Parcels and/or Property Units and other portions of the Committed Property. The Declarant shall also have the right to store construction materials and/or "fill dirt," and to assemble construction materials and/or "fill dirt" on any portion of the Common Areas, and/or on Committed Property owned by Declarant or an Affiliate. All such rights of the Declarant may be exercised without any cost to the Declarant or an Affiliate.

5.17 **Additional Provisions for the Preservation of the Values and Amenities of Wiregrass Ranch**. In order to preserve the values and amenities of Wiregrass Ranch, the following provisions shall be applicable to the Committed Property:

5.17.1 **Mining or Drilling**. There shall be no mining, quarrying, or drilling for minerals, oil, gas, or otherwise within any portion of the Committed Property. Excepted from the restrictions in this §**5.17.1** shall be activities of the Declarant, its Affiliates, the County, the District, or Government Authorities, or any assignee of the foregoing, in mining or excavation

operations solely for the purposes of (a) obtaining "fill dirt" for placement on other portions of the Committed Property, or (b) the removal and sale of excess "fill dirt" in: (i) dredging the water areas; (ii) creating land areas from water areas; (iii) creating, excavating, or Maintaining the Surface Water Management System, the Conservation Corridor, or other facilities or easements; (iv) the installation of wells or pumps, swimming pools, spas, storage tanks, or underground utilities in compliance with Applicable Law; or (v) for sprinkler systems for any or all portions of the Committed Property. Any proceeds resulting from the sale of "fill dirt" shall belong to the Declarant (so long as Declarant or any Affiliate owns any property within the Wiregrass Ranch DRI), unless otherwise agreed to by the Declarant in writing. Additionally, the restrictions in this **§5.17.1** shall not apply to Builders' normal drilling and excavating activities during development pursuant to a Builder Agreement and in accordance with Applicable Law.

5.17.2 **Casualty Destruction of Improvements**. In the event an Improvement upon any Parcel and/or Property Unit which may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundary of the Neighborhood containing the Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel) is damaged or destroyed by casualty, hazard or other cause, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Improvement and diligently continue such rebuilding or repairing activities to completion or, upon a determination by the Owner that the Improvement will not be repaired or replaced promptly, shall clear the damaged Improvement and grass over and landscape such Parcel and/or Property Unit in a good, clean, and sightly manner consistent with the Wiregrass Ranch Standard. A destroyed Improvement subject to this **§5.17.2** shall only be replaced with an Improvement of an identical size, type, and elevation as that destroyed unless the prior written consent of the Declarant is obtained (or the Design Review Board if Declarant has otherwise delegated such approval or if Declarant's Control Period has terminated). If an Improvement subject to this **§5.17.2** which is part of a Neighborhood Common Area is damaged or destroyed, the Sub-Association(s) administering same (or the Master Association where a Neighborhood is not governed by a Sub-Association under **§4.2(b)** hereof) shall have the obligation to repair or replace such Improvement in the manner set forth herein. If an Improvement which is part of the Common Area is damaged or destroyed, the Master Association shall have the obligation to repair or replace such Improvement in the manner set forth herein, unless such obligation is otherwise specifically assumed and performed by the County, the District, other Government Authorities, Sub-Association(s), or other third-parties.

5.17.3 **Common Area**. Nothing shall be stored, constructed within, or removed from the Common Area - other than by the Declarant (so long as the Declarant or any Affiliate owns any portion of the Committed Property) - unless the Declarant otherwise approves in writing in its sole discretion (so long as the Declarant or any Affiliate owns any portion of the Committed Property), and thereafter only with the prior written approval of the Master Association.

5.17.4 **Insurance Rates**. Nothing shall be done or kept on the Common Area - other than by the Declarant (so long as the Declarant or any Affiliate owns any portion of the Committed Property) - which shall increase the insurance rates of the Master Association without the prior written consent of the Board, or of any Sub-Association without the prior written consent of its board.

5.17.5 Drainage Areas.

(a) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise, or otherwise interfere with the flow and the volume of water in any portion of the Declarant and/or Master Association controlled or owned stormwater Drainage Areas without the prior written consent of the Declarant (so long as the Declarant or any Affiliate owns any portion of the Total Property) and the owners of the impacted portion of the Drainage Areas, which consent may be given or withheld in the sole and absolute discretion of all of the foregoing. After the Declarant or any Affiliate no longer owns any portion of the Total Property, the consent of the Master Association and the owners of the impacted portion of the Drainage Areas (in their sole and absolute discretion) shall be required. Such consent shall be in addition to the obligation of an Owner to obtain all required permits and approvals from the applicable Government Authorities. The restrictions in this **§5.17.5(a)** shall not apply to Builders' activities during development pursuant to a Builder Agreement and in accordance with Applicable Law.

(b) An Owner shall in no way deny or prevent ingress and egress by the Declarant, the Master Association, applicable Sub-Association(s), the County, the District, any owner of the Drainage Areas, or any applicable Government Authorities, to the Drainage Areas under their respective control or ownership, for construction, landscape, Maintenance, modeling, monitoring, operation, repair, replacement, and/or use purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Declarant, the Master Association, applicable Sub-Association(s), the County, the District, and any appropriate Government Authorities that may reasonably require such ingress and egress, and their agents, contractors, employees, and assigns.

(c) No Parcel or Property Unit shall be increased in size by filling in any Drainage Areas on it or on the area which it abuts, in any manner which materially and adversely affects the Declarant and/or Master Association controlled or owned stormwater Drainage Areas. No Owner shall fill, dike, rip-rap, block, divert, or change the established Drainage Areas that have been or may be created, whether by easement or otherwise, in any manner which materially and adversely affects the Declarant and/or Master Association controlled or owned stormwater Drainage Areas, without the prior written consent of: the Declarant (so long as the Declarant or any Affiliate owns any portion of the Total Property) – and thereafter the Master Association - the County, the District, any Owner of the Drainage Areas, and any applicable Government Authorities. The restrictions in this **§5.17.5(c)** shall not apply to Builders' activities during development pursuant to a Builder Agreement and in accordance with Applicable Law.

(d) Any fence, paving, planting, wall, other Improvement, or refuse which is placed by an Owner nearby or within any Declarant and/or Master

Association controlled or owned Drainage Areas or any drainage easement related thereto (including, but not limited to and without limitation, easements for access, construction, egress, ingress, landscape, Maintenance, operation, repair, replacement, and/or use) or which otherwise affects such Drainage Areas, shall be removed if required by: the Declarant (so long as the Declarant or any Affiliate owns any portion of the Total Property) - and thereafter the Master Association - the County, the District, or any Government Authorities, the cost of which shall be paid for by such Owner as a Specific Assessment as provided in **Article VIII**.

5.17.6 **Maintenance of the Property**. In order to maintain the Wiregrass Ranch Standard, no weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any portion of the Committed Property which is exterior to a Neighborhood or which is interior but may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundary (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), and no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. All Improvements upon any portion of the Committed Property which is exterior to a Neighborhood or which is interior but may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundary (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), shall be Maintained in their original condition (ordinary wear and tear excepted) as approved by the Design Review Board (or as otherwise vested pursuant **§13.18** hereof and/or approved by the Declarant in a written waiver). All landscaping, lawns, and sprinkler systems upon any portion of the Committed Property which is exterior to a Neighborhood or which is interior but may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundary (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), shall be kept in a good, clean, neat and attractive condition and repair. The foregoing shall not pertain to portions of the Committed Property owned by the Declarant or an Affiliate, and shall not supersede other provisions in this Master Declaration pertaining to the Declarant or the Declarant's rights.

5.17.7 **Underground Utility Lines**. All electric, telephone, gas, and other utility lines shall be installed underground.

5.17.8 **Lighting**. All exterior lighting of a Neighborhood's exterior perimeter and any Parcel and/or Property Unit which may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundary (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), shall be accomplished in accordance with a lighting plan approved in writing by the Design Review Board.

5.17.9 **Compliance with Governing Documents**. All Owners and their Permittees, shall abide by and be bound by the Master Association's Governing Documents and those of any applicable Sub-Association(s). The conduct of the foregoing Persons shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such Person's presence within Wiregrass Ranch. Such Owner shall be liable to the Master Association and/or applicable Sub-Association(s) for the cost of any Maintenance, repair, or replacement of any real or personal property, resulting due to the conduct of an Owner or any of his/her Permittees (but only to the extent that such expense is not met by the proceeds of insurance carried by the Master Association, and provided such Owner shall be responsible for any deductible), which cost shall be paid for by the Owner as a Specific Assessment as provided in **Article VIII**. Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of the Master Association's Governing Documents and those of any applicable Sub-Association(s) shall not in any way act to limit or divest the right to enforcement of these provisions against the Owner or such other Person.

5.17.10 **Failure to Maintain**. If an Owner or a Sub-Association has failed to Maintain a Parcel and/or Property Unit or a portion of the Neighborhood Common Area, as may be required elsewhere within the Master Association's Governing Documents, to the satisfaction of the Declarant, the Master Association, or the Design Review Board, then the Declarant or the Master Association shall give such Owner or Sub-Association written notice of the defects (which written notice does not have to be given in the case of emergency, in which event, the Declarant or the Master Association may without any prior notice directly remedy the problem). Upon the Owner's or the Sub-Association's failure to cure the defect(s) as may be necessary within fifteen (15) Business Days (calculated from the date of mailing)(or longer if so provided in the notice) - or when compliance cannot reasonably be completed within such period, upon such Person's failure to commence compliance activities within such period and continue thereafter in an expeditious manner until completion - the Declarant or the Master Association may (but is not required to), in its sole and absolute discretion, elect to enter upon such property and to make such improvement or correction as may be necessary, the cost of which may be paid initially by the Declarant or the Master Association, as applicable. Subsequently, if the Owner or the Sub-Association fails to reimburse the Declarant or the Master Association, as the case may be, for any payment advanced plus all incurred administrative and legal costs and fees and interest on all such amounts at the highest interest rate allowed by the Applicable Law, within fifteen (15) Business Days (calculated from the date of mailing) after requested to do so by the Declarant or the Master Association, the Master Association shall levy a Specific Assessment against the Parcel and/or Property Unit or Neighborhood Common Area (and the Parcels and/or Property Units within the Neighborhood) as provided in **Article VIII** hereof. Such entry by the Declarant or the Master Association or its agents shall not be deemed a trespass. The Declarant shall have the rights provided in this **§5.17.10** so long as the Declarant or any Affiliate owns any portion of the Committed Property.

5.17.11 **Subdivision and Regulation of Land**. Except as otherwise agreed to in a Builder Agreement (as either expressly provided therein or reasonably contemplated thereby), the following restrictions apply to the subdivision and regulation of land:

(a) No Parcel and/or No Property Unit shall be divided or subdivided (or its boundary lines changed) without the express, prior written consent of the Declarant, which consent may be granted or denied in the Declarant's its sole and absolute discretion. If granted by the Declarant, such approval may be

subject to such conditions and requirements as the Declarant may deem appropriate to be consistent with the Development Order, the MPUD Conditions of Approval/Resolutions, and any other agreements which exist or may exist between the Declarant and the Owner of such Parcel and/or Property Unit, and/or Government Authorities. In accordance with the Development Agreements, the number and type of Residential Property Units, if any, the number of square feet of Commercial and/or Institutional Property Units and Improvements, if any, and the number of hotel rooms or golf course holes, if any, allocated to a Parcel and/or Property Unit is agreed to between the Declarant and the Owner of the Parcel and/or Property Unit at the time of acquisition from the Declarant or an Affiliate. Therefore, a purchase and sale agreement by which an Owner sells all or any portion of its Parcel and/or Property Unit may not increase (**i**) the maximum number of each type of or total number of Residential Property Units which may be developed on such Owner's original Property Unit, if the foregoing will have Residential Improvements constructed thereon, or (**ii**) the maximum number of square feet of Commercial or Institutional Improvements, or the maximum number of hotel rooms or golf course holes, which may be developed on such Owner's original Parcel and/or Property Unit, if the foregoing will have Commercial or Institutional Improvements constructed thereon. The number of each type of Residential Property Units, or the square footage of Commercial or Institutional Improvements, or the number of hotel rooms or golf course holes, shall not be increased by any Owner in excess of what it received from Declarant upon acquiring its Parcel and/or Property Unit, without the prior express, written approval of the Declarant in an amendment or supplement to the Assignment of Wiregrass DRI Entitlements for the Parcel and/or Property Unit recorded in the County's official public records, which approval may be granted or denied in the Declarant's sole and absolute discretion.

(b) No Parcel and/or Property Unit may be submitted to the condominium or cooperative form of ownership without the express, prior written consent of the Declarant, which consent may be granted or denied in Declarant's sole and absolute discretion. If granted by the Declarant, such approval may be subject to such conditions or requirements as the Declarant may deem appropriate to be consistent with the Development Agreements and this Master Declaration. If a Parcel and/or Property Unit, and/or the Improvements thereon, is to be submitted to the condominium or cooperative form of ownership, all Governing Documents of the condominium or cooperative association are subject to the prior written, approval of the Declarant, which approval may be granted or denied in Declarant's sole and absolute discretion. Submitting a Parcel and/or Property Unit to the condominium or cooperative form of ownership shall be construed as constituting a subdivision of a Parcel and/or Property Unit. However, notwithstanding anything in this Master Declaration to the contrary, no portion of the Committed Property may be, or may be converted to, a "fractional ownership," "fraction-sharing," "interval ownership," "time-share," or similar type of program or ownership where

the right to exclusive use of the Parcel and/or Property Unit rotates among members of the program on a fixed or floating time schedule for a period of years (or which may allocate time in days, weeks, months, or years, or by use of flexible ownership points, for such program) as those terms may be used in their broadest sense, except with the prior, written approval of the Declarant, which approval may be granted or denied in Declarant's sole and absolute discretion.

(c) No Owner shall implement or inaugurate any amendment to, modification to, or variation from, the Development Agreements or any other governmental plans, land development regulations, development orders, or development permits or approvals applicable to the Committed Property or to any portion thereof, without the prior written, approval of the Declarant, which approval may be granted or denied in Declarant's sole and absolute discretion.

(d) The provisions of this **§5.17.11** shall not apply to the Declarant. In addition, the Declarant may convert Parcel(s) and/or Property Unit(s) owned by the Declarant or the Master Association (if during Declarant's Control Period) into Common Area, and/or Common Area into Parcels and/or Property Units.

(e) The rights accruing to the Declarant in this **§5.17.11** shall exist so long as the Declarant or any Affiliate owns any property within the Wiregrass Ranch DRI.

5.18 **Imposition of Fines and Suspensions for Violations**. It is acknowledged and agreed among all Owners that a violation of any of the provisions of the Master Association's Governing Documents or those of any applicable Sub-Association(s) by an Owner and/or its Permittees, may impose irreparable harm to the other Owners and the Declarant. Subject to Applicable Law, all Owners agree that a fine not to exceed One Hundred and No/100 Dollars ($100.00) (exclusive of any chargeable Attorneys' Fees and Costs) per each instance of a non-continuing violation may be imposed by the Declarant or Master Association, or applicable Sub-Association if pertaining to a its Neighborhood Governing Documents, and an additional fine not to exceed One Hundred and No/100 Dollars ($100.00) (exclusive of any chargeable Attorneys' Fees and Costs) may be levied for each day a violation continues after notification by the applicable entity and the Owner's failure to timely cure. The fine for a continuing violation shall not exceed Ten Thousand and No/100 Dollars ($10,000.00) (exclusive of any chargeable Attorneys' Fees and Costs). All fines collected shall be used for the benefit of the Master Association, or the applicable Sub-Association if pertaining to its Neighborhood Governing Documents. Any fine levied shall be paid within (15) Business Days (calculated from the date of mailing) of notice of the fine, unless such violation is cured within fifteen (15) Business Days (calculated from the date of mailing) of such notice - or when compliance cannot reasonably be completed within such period, upon such Person's failure to commence compliance activities within such period and continue thereafter in an expeditious manner until completion. If such violation is not timely cured, or if such fine is not timely paid, the amount of such fine shall accrue interest at the highest interest rate allowed by the Applicable Law, and shall be treated as a Specific Assessment as provided in **Article VIII** hereof. Subject to Applicable Law, the Declarant or the Master Association, may also suspend, for a

reasonable period of time, the rights of an Owner and/or its Permittees to use the Common Areas and/or applicable Neighborhood Common Areas while such fine remains unpaid, and while such violation causing the fine continues. A Sub-Association may also suspend, for a reasonable period of time, the rights of an Owner and/or its Permittees to use its Neighborhood Common Areas while such fine issued by the Sub-Association remains unpaid, and while such violation causing the fine continues. Suspension of the right to use the Common Areas and/or Neighborhood Common Areas shall not impair the right of an Owner or its Permittees to have vehicular and pedestrian ingress to and egress from its Parcel and/or Property Unit, including but not limited to and without limitation, the right to park. The fines and suspensions provided by this **§5.18** shall be in addition to any costs and fees chargeable to the Owner for the Master Association or applicable Sub-Association exercising its rights to enter and cure as may be provided elsewhere in the applicable Governing Documents. The limitations on fines and suspensions within this **§5.18** shall be construed only to provide default limitations for Sub-Association(s) imposing fines or suspensions for violations of Neighborhood Governing Documents, and shall not be construed to prevent a Sub-Association from providing for additional and/or higher fines and/or more severe suspensions within its Neighborhood Governing Documents. Notwithstanding anything to the contrary in the foregoing, the fines and suspensions provided by this **§5.18** may not be imposed by the Master Association without at least (15) Business Days (calculated from the date of mailing) notice to the Person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. Further, all suspensions imposed must be approved at a properly noticed Board meeting. If the Master Association imposes a fine or suspension, it must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Permittees.

5.19 Lease of Residential Property Units.

5.19.1 **Leasing**. For purposes of this Master Declaration, "leasing" is defined as regular, exclusive occupancy of a Residential Property Unit by any Person other than the Owner, for which the Owner receives any consideration or benefit, including, but not limited to and without limitation, a fee, gratuity, or service. The Residential Property Unit if leased, may be leased only in its entirety (i.e., separate rooms within the same Residential Property Unit may not be separately leased); except, however, if a Residential Property Unit contains a separate, fully functional granny flat (e.g., a separate dwelling space above the garage), then the granny flat may be leased separately from the balance of the Residential Property Unit.

All leases shall be in writing and must require that lessees and all occupants of the leased Residential Property Unit are bound by and obligated to comply with the Master Association's Governing Documents and those of any applicable Sub-Association(s). However, the Governing Documents shall apply regardless of whether such a provision is specifically set forth in the lease. The Board may establish stricter leasing restrictions for any lease of a Residential Property Unit that is not a Residential Rental Property, subject to the following minimum restrictions: (**a**) a Residential Property Unit shall not be rented more than four (4) times in any twelve (12) month period; (**b**) of the four (4) times that an Owner may rent the Residential Property Unit in any twelve (12) month period, three (3) of such rental periods shall be for a minimum lease term of thirty (30) days, and one (1) of such rental periods shall be for a minimum of six (6) months; (**c**) no lease shall

provide for an early lease termination which would reduce a lease term to a period of less than said thirty (30) days, or six (6) months, as applicable, except in the event of a default by the tenant; and (**d**) any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations.

Within ten (10) Business Days of a lease being signed, an Owner shall notify the Board or the Master Association's managing agent of the lease and shall provide a copy of the lease, together with all backup documentation submitted by the tenant to the Owner and any additional information the Board may require to ensure compliance with the terms hereof. The Owner must give the tenant copies of all applicable Governing Documents. The Board may adopt reasonable Use, Restrictions, Rules, and Regulations regulating leasing and subleasing of Residential Property Units. A Sub-Association may adopt additional reasonable regulations which further restrict the leasing and subleasing of Residential Property Units within its Neighborhood, provided that such regulations do not conflict with the Master Association's Governing Documents. The Master Association may charge an administration fee equal to the lesser of (**a**) $200.00 per lease submitted by an Owner pursuant to the terms hereof, or (**b**) the maximum fee allowable under Chapter 720, *Fla. Stat.*, as amended from time to time.

The restrictions on leasing in this **§5.19** shall not apply to: Property Units owned by the Declarant, an Affiliate, the Master Association, and/or a Sub-Association; Commercial or Institutional Property Units; the Commercial portion of any Mixed-Use Property Unit; or Residential Rental Property.

5.19.2 Joint and Several Responsibility. Every Owner shall cause its Permittees using its Parcel and/or Property Unit to comply with all applicable Governing Documents, and shall be responsible for all violations and losses they cause to the Common Areas and/or Neighborhood Common Areas, notwithstanding the fact that such Persons also are otherwise fully liable and may be directly sanctioned for any violation.

5.20 Owners' Acknowledgment and Notice to Purchasers. All Owners are given notice that use of their Parcels and/or Property Units and use of the any Exclusive Common Area, Common Area, and/or Neighborhood Common Area is limited by the Use Restrictions, Rules, and Regulations. EACH OWNER, BY ACCEPTING A DEED ACKNOWLEDGES AND AGREES THAT THE USE, ENJOYMENT, AND MARKETABILITY OF HIS OR HER PARCEL OR PROPERTY UNIT CAN BE AFFECTED BY THE USE RESTRICTIONS, RULES, AND REGULATIONS, WHICH MAY CHANGE FROM TIME TO TIME. ALL PARCEL AND PROPERTY UNIT PURCHASERS AND OWNERS ARE ON NOTICE THAT THE MASTER ASSOCIATION MAY HAVE ADOPTED CHANGES TO THE USE RESTRICTIONS, RULES, AND REGULATIONS, AND THAT SUCH CHANGES TO THE USE RESTRICTIONS, RULES, AND REGULATIONS MAY NOT BE SET FORTH IN A RECORDED DOCUMENT OR INSTRUMENT AND THAT EACH NEIGHBORHOOD MAY BE SUBJECT TO ADDITIONAL USE RESTRICTIONS.

5.21 Protection of Owners and Others. Except as may be set forth in this Master Declaration or any Amendment(s) or Supplement(s), or in the Use Restrictions, Rules, and Regulations, the Master Association's actions with respect to Use Restrictions, Rules, and Regulations must comply with the following:

5.21.1 **Similar Treatment**. Owners whom are similarly situated in all material respects must be treated equally; however, the Master Association's Use Restrictions, Rules, and Regulations may vary by Neighborhood and/or by type of use.

5.21.2 **Displays**. Owners' rights to display religious and holiday signs, symbols, and decorations on their Parcels and/or Property Units of the kinds normally displayed in similar neighborhoods shall not be abridged, except that the applicable Sub-Association(s) may adopt time, place, and manner restrictions with respect to such displays. The Master Association's initial time, place, and manner restrictions are contained with the Use Restrictions, Rules, and Regulations attached as **Exhibit "F"** to this Master Declaration. The applicable Sub-Association(s) shall not regulate the content of political signs; however, they may regulate the time, place, manner, and size of posting such signs (including design criteria). Displays within a Neighborhood which is not governed by a Sub-Association under **§4.2(b)** hereof, or which are exterior to a Neighborhood, shall be regulated by the Master Association. Where a Neighborhood is governed by any Sub-Association(s), the applicable Sub-Association(s) and not the Master Association shall regulate displays which are interior to a Neighborhood and which cannot be openly viewed from, or which do not materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundary.

5.21.3 **Activities Within Dwelling Units**. The Master Association shall not interfere with activities carried on within a dwelling unit located on a Residential Property Unit or a Mixed-Use Property Unit with a residential use, except it may prohibit activities not normally associated with Residential property, and it may restrict or prohibit activities: (**a**) that create monetary costs for the Master Association or other Owners; (**b**) that create a risk of danger to anyone's health or safety; (**c**) that generate excessive noise, odors, light, or traffic; (**d**) that create unsightly conditions visible from outside the dwelling unit; or (**e**) that are otherwise an unreasonable source of annoyance. This **§5.21.3** shall not be construed to prevent an Owner from maintaining a home office which is otherwise in accordance with **§5.14** hereof. With the exception of any activities which are not normally associated with residential uses and/or which create monetary costs for the Master Association, the applicable Sub-Association(s) and not the Master Association shall regulate any activities in (**a**) through (**e**) of this subsection which are interior to a Neighborhood and which cannot be openly viewed from, or which do not otherwise materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundary.

5.21.4 **Allocation of Burdens and Benefits**. The Master Association shall not re-allocate financial burdens among the various Parcels and/or Property Units or change Common Area use rights to the detriment of any Owner over that Owner's prior written objection. This does not prevent the Master Association from: changing the Common Area available; adopting generally applicable Use Restrictions, Rules, and Regulations for using the Common Area; and/or denying use privileges to anyone who is late in paying Assessments, who abuses the Common Area, or who violates the Master Association's Governing Documents. This **§5.21.4** does not affect the Master Association's rights to: levy Neighborhood Assessments or other Assessments, to increase the amount of Assessments as provided in **Article VIII** hereof, or re-allocate percentages within the Assessment and Voting Formula pursuant to **§8.15** hereof.

5.21.5 **Reasonable Right to Develop**. The Master Association may not and shall not impede the Declarant's right to develop Wiregrass Ranch and/or the Wiregrass Ranch DRI/MPUD.

The limitations in §§**5.21.1** through **5.21.5** shall only limit rule making authority exercised under §§**5.21** and **5.22** and shall not apply to Amendment(s) or Supplement(s).

5.22 **Rule Making Authority**.

5.22.1 Subject to the terms of this Master Declaration and the Board's duty to exercise business judgment and reasonableness on behalf of the Master Association and the Members, the Board may change (i.e. cancel, create exceptions to, expand, limit, and/or modify) any portion of the Use Restrictions, Rules, and Regulations and/or promulgate such additional Use Restrictions, Rules, and Regulations as it shall determine. The Board shall send notice to all Owners of any proposed amendments to the Use Restrictions, Rules, and Regulations at least thirty (30) Business Days (calculated from the date of mailing) before the Board meeting to consider same. The Neighborhood Voting Representatives shall have a reasonable opportunity to be heard at such Board meeting. The proposals shall be approved unless disapproved by Neighborhood Voting Representatives representing a majority of the Master Association's Class "A" votes present at the meeting, and/or by the Declarant (in its sole and absolute discretion) so long as Declarant or any Affiliate owns any portion of the Committed Property. The Board is not obligated to call a meeting of the Neighborhood Voting Representatives to consider disapproval unless it receives a petition which meets the Bylaws' requirements for special meetings. If the Board receives such a petition before the effective date of the rule change, the change shall not become effective until after a meeting is held, and then subject to the outcome of the meeting.

5.22.2 Alternatively, the Neighborhood Voting Representatives present at a Master Association meeting duly called for such purpose and representing a majority of the Class "A" votes in the Master Association, may vote to change the Use Restrictions, Rules, and Regulations then in effect. Any such change shall require written approval of the Declarant (in its sole and absolute discretion) so long as Declarant or any Affiliate owns any portion of the Committed Property.

5.22.3 Before any change of the Use Restrictions, Rules, and Regulations become effective, the Board shall send a copy of the new or changed Use Restrictions, Rules, and Regulations to each Owner. The change does not become effective until thirty (30) Business Days (calculated from the date of mailing) following distribution to Owners. The Master Association shall provide to any requesting Member or Mortgage holder a copy of the Use Restrictions, Rules, and Regulations then in effect upon payment by the requesting party of a reasonable fee to the Master Association as it may promulgate to cover the cost and administrative expense to supply same.

5.22.4 No action taken under this §**5.22** shall have the effect of expanding, modifying, or repealing the Design Review Manual or any provision of this Master Declaration; action under this §**5.22** may only effect changes to the Use Restrictions, Rules, and Regulations.

5.23 **Traffic Regulations**. All vehicular traffic on the streets, roads, and other areas within the Committed Property shall be subject to the provisions of the laws of the State of Florida and the County concerning the operation of motor vehicles on public streets and roads. THE MASTER ASSOCIATION IS HEREBY AUTHORIZED TO PROMULGATE, ADMINISTER, AND ENFORCE REASONABLE USE RESTRICTIONS, RULES, AND REGULATIONS GOVERNING VEHICULAR (INCLUDING GOLF CARTS), BICYCLE, AND PEDESTRIAN TRAFFIC, INCLUDING REASONABLE SAFETY MEASURES AND SPEED LIMITS AND

MODIFICATIONS OF THOSE IN FORCE ON ANY STREETS AND ROADS WITHIN THE COMMITTED PROPERTY AND WHICH ARE EXTERIOR TO NEIGHBORHOODS GOVERNED BY SUB-ASSOCITION(S). THE MASTER ASSOCIATION SHALL BE ENTITLED TO ENFORCE THE SAME BY ESTABLISHING SUCH ENFORCEMENT PROCEDURES AS IT DEEMS APPROPRIATE, INCLUDING LEVYING FINES FOR THE VIOLATION THEREOF. In the event of a conflict between provisions of the laws of the State of Florida, County ordinances, and such Use Restrictions, Rules, and Regulations promulgated by the Master Association, the Master Association may enforce the strictest provisions. No motor vehicle shall be operated on any portion of the Committed Property except on its streets, roads, or other areas expressly authorized in writing by the Board (if exterior to a Neighborhood, or within a Neighborhood not governed by a Sub-Association(s) under **§4.2(b)** hereof) or the applicable Sub-Association board(s) (if interior to its governed Neighborhood). Only drivers licensed to operate motor vehicles by the State of Florida or by any other state in the United States may operate any type of motor vehicle, including, but not limited to and without limitation, golf carts, on any street, road, or other areas within the Committed Property expressly authorized by the Board (if exterior to a Neighborhood, or within a Neighborhood not governed by a Sub-Association(s) under **§4.2(b)** hereof) or the applicable Sub-Association Board(s) (if interior to its governed Neighborhood). In the event that a Golf Course is ever developed within the Committed Property, in order to operate a golf cart within the Golf Course Property, the owners, or users thereof shall have complied with any regulations and requirements for the operation thereof as may be required by the Golf Course Owner. All vehicles of any kind and nature which are operated on the streets and roads and/or other expressly authorized areas in the Committed Property shall be operated in a careful, prudent, safe, and quiet manner and with due consideration for the rights of all residents and occupants of Wiregrass Ranch.

ARTICLE VI
DESIGN REVIEW

6.1 **Intent**. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Committed Property, acknowledges that the Declarant has a substantial interest in ensuring that the Improvements and landscaping within the Committed Property enhance Wiregrass Ranch and the Wiregrass Ranch DRI/MPUD, and do not impair Declarant's ability to market, sell, or lease the Committed Property, the Total Property, and/or any other property owned by Declarant and/or its Affiliates within the Wiregrass Ranch DRI/MPUD. It is the intent of this **Article VI** that Wiregrass Ranch will be developed as a community with Improvements harmonious with surrounding structures and topography, and will have landscaping and other site Improvements consistent with the aesthetic quality of Wiregrass Ranch and the Wiregrass Ranch Standard. Furthermore, it is also the intent of this **Article VI** that all Improvements developed or constructed in the Committed Property shall be in conformance with all building, use, and other restrictions imposed by this Master Declaration and the Declarant from time to time, and that all Improvements are Maintained in a manner consistent with the aesthetic quality of the Improvements as originally approved and constructed in accordance with this **Article VI**. Lastly, it is the intent of the this **Article VI** to permit Builders discretion in the design, look, and feel of their Residential Neighborhoods, so long as all aspects of the Neighborhood which may be openly viewed from, or which may materially and adversely affect, any public Street and/or any property abutting or adjacent to the Neighborhood's exterior boundary are consistent with the Wiregrass Ranch Standard.

6.2 **Design Review by Declarant**. Declarant shall have exclusive authority to administer and enforce design controls for all Improvements in the Committed Property which: (**a**) are exterior to Neighborhoods, (**b**) which are interior to any Commercial, Institutional, and/or Mixed-Use Neighborhoods, or (**c**) which are interior to Residential Neighborhoods but may be openly viewed from, or may materially and adversely affect, any public Street and/or property abutting or adjacent to the Neighborhood's exterior boundary (and only to the extent of such open viewing and/or adverse affects), and to review and act upon all applications seeking approval of such Improvements within the Committed Property. Declarant's rights under this **Article VI** shall continue during the Declarant's Control Period, unless Declarant earlier terminates its rights in an instrument recorded in the County's official public records (at which time the Design Review Board will automatically assume jurisdiction over such approval). Declarant may designate one or more Persons to act on its behalf in reviewing applications. In reviewing and acting upon any request for approval, Declarant or its designee acts solely in Declarant's interest and owes no duty to any other Person.

During the Declarant's Control Period, Declarant may from time to time delegate or assign all or any portion of its rights under this **Article VI** to the Design Review Board. Any such delegation shall be in writing, specifying the delegated responsibilities, and shall be subject to: Declarant's right to revoke such delegation at any time and reassume its prior jurisdiction, and Declarant's right to veto any decision which it determines (in its sole and absolute discretion) to be inappropriate or inadvisable for any reason.

6.3 **Design Review Board**. Upon Declarant's delegation, or upon expiration or termination of the Declarant's Control Period, the Design Review Board shall assume jurisdiction over the approval of any Improvements to be constructed, installed, or placed on any portion of the Committed Property, or any modifications thereto or alterations or replacements thereof, to the extent such activities are subject to the design review authority expressed in **§6.2** hereof. The members of the Design Review Board shall be appointed by the Declarant so long as Declarant has any rights under this **Article VI**. During such time, Declarant shall determine the number and identity of members of the Design Review Board. Thereafter, the members of the Design Review Board shall be appointed by the Board and may be removed and replaced in the Board's discretion. Members of the Design Review Board need not be Members of the Master Association or Neighborhood Voting Representatives.

6.4 **Meetings of the Design Review Board**. The Design Review Board shall meet from time to time as necessary to perform its duties hereunder. The Design Review Board may from time to time, by resolution unanimously adopted in writing, designate one (1) or more representative(s) of the Design Review Board (who may, but need not, be of its members) to take any action or perform any duties for and on behalf of the Design Review Board. In the absence of such designation, the vote of a majority of the members of the Design Review Board shall constitute an act of the Design Review Board. So long as Declarant has any rights under this **Article VI**, the Design Review Board shall notify Declarant of any action to be taken under this **Article VI**. During such time, Declarant shall have the right (in its sole and absolute discretion) to veto any action the Design Review Board takes; provided, however, Declarant's right to veto must be exercised within fifteen (15) Business Days after it receives written notice of the Design Review Board's action. The party submitting the plans for approval shall not be notified of the Design Review Board's approval or disapproval until after Declarant's right to veto has been exercised or has expired. Unless and until such time as Declarant delegates all or a portion of its reserved rights to the Design Review

Board or the Declarant's rights under this **Article VI** terminate, the Master Association shall have no jurisdiction over the approval of any Improvements to be constructed, installed, or placed on any portion of the Committed Property, or any modifications thereto or alterations or replacements thereof, to the extent such activities are subject to the design review authority expressed in **§6.2** hereof.

6.5 Review of Proposed Development. For all portions of the Committed Property subject to the Declarant's and/or Master Association's design review authority expressed in **§6.2** hereof: neither shall any Improvements be constructed, installed, or placed upon any portion of the Committed Property; nor shall any alteration or modification thereto or alteration or modification thereof occur; nor shall any landscaping or other site Improvement (including, but not limited to and without limitation: clearing; excavation; grading; planting or removal of plants, shrubs, and trees; staking; and other site work) occur (collectively the "**Work**"); nor shall any approvals, licenses, or permits applied for - until the site plan and all plans and specifications showing the foregoing (including, but not limited to and without limitation, the proposed: color, design, kind, location, materials, nature, quality, shape, size, and type of the same) shall have been submitted to and approved in writing by the Design Review Board, or the Declarant (if during the Declarant's Control Period and the Declarant has not delegated such right in writing to the Design Review Board). Prior to making any application to the County or any other Government Authorities for approval of any development plan for any portion of the Committed Property subject to this **§6.5**, the Owner shall submit to the Design Review Board, or the Declarant (if during the Declarant's Control Period and the Declarant has not delegated such right in writing to the Design Review Board), such Submittals as may be reasonably required by the Design Review Board or the Declarant (if during the Declarant's Control Period and the Declarant has not delegated such right in writing to the Design Review Board). Each Owner agrees that no Work subject to this **§6.5**, shall be commenced on such Owner's Parcels and/or Property Unit, unless and until they have received written approval for such Work pursuant to this **Article VI** from either the Design Review Board or the Declarant (if during the Declarant's Control Period and the Declarant has not delegated such right in writing to the Design Review Board). All Submittals submitted by an Owner shall comply with:

(a) Any site development guidelines which may be promulgated by Declarant and/or the Design Review Board;

(b) All other recorded covenants, easements, and restrictions applicable to the Parcel and/or Property Unit, including, but not limited to and without limitation, all Governing Documents;

(c) All requirements of the District;

(d) All requirements of the County's applicable ordinances and resolutions, including, but not limited to and without limitation, the Development Agreements;

(e) All other Applicable Law and permits and approvals; and

(f) All requirements of the Design Review Manual.

Notwithstanding the foregoing, an Owner shall not be required to obtain pre-approval if the proposed Work consists of replacing previously approved and completed Work with the same or substantially similar color, design, kind, location, materials, nature, quality, shape, size, and type to the greatest extent possible. However, in such instances the Declarant or Design Review Board, as applicable, may still require the Owner to provide reasonable Submittals necessary to establish the like-kind nature of the replacement Work. Further, notwithstanding the foregoing, the District shall not be required to comply with the provisions of this Article VI for proposed Work if such Work consists solely of the installation, maintenance, repair, and/or replacement by the District (and its agents and designees) of facilities and/or landscaping on properties owned by the District.

6.6 Design Review Manual. The initial Design Review Manual (which may be amended from time to time in the sole and absolute discretion of the Declarant or the Design Review Board, as applicable) is attached hereto as **Exhibit "H"**, and: (**a**) sets forth acceptable design, construction, and Maintenance standards for Wiregrass Ranch and the Committed Property, and (**b**) supplements the design review procedures beyond those specified in this Master Declaration. The Design Review Manual shall be used as a guideline by an Owner in its selection of concepts, designs, materials, and other specifications for construction within the Committed Property and shall in no way preclude the Declarant's or the Design Review Board's, as applicable, right to disapprove any Submittals for any reason.

6.7 Approval of Submittals. The Declarant or the Design Review Board, as applicable, shall (in its sole and absolute discretion) approve, disapprove, or approve with conditions, any proposed Submittals which are subject to approval under this **Article VI**. The Declarant or the Design Review Board, as applicable, may: condition its approval of the Submittals as it deems appropriate, charge a fee for its review of the Submittals, and/or require submission of additional or revised Submittals or other information prior to giving its approval or disapproval. The Declarant or the Design Review Board, as applicable, may postpone review of any Submittals until it has received all required submissions and/or any fee which it may have established. Fees for review of the Submittals may include, but are not limited to, the reasonable costs incurred in having any Submittals reviewed by architects, engineers, or other professionals which the Declarant or Design Review Board, as applicable, deem necessary to employ to perform the review. Alternatively, the Board may include the compensation of such professionals in the Master Association's operating budget as a Common Expense. After receipt of all Submittals and fees, the Declarant or the Design Review Board, as applicable, shall within a reasonable time thereafter approve or disapprove any such Submittal in writing, as provided in the Design Review Manual, which time shall not exceed thirty (30) Business Days. Any amendment and/or modification of the Submittals shall reset the provided timeline. Failure of the Declarant or the Design Review Board, as applicable, to respond within the provided timeline shall result in the Submittals being deemed approved. Approval by the Declarant or the Design Review Board, as applicable, of any Submittals or any other matter requiring the approval, consent, or other action of the Declarant or the Design Review Board, as applicable, shall not be deemed to constitute a waiver of any right to withhold approval as to any similar proposal which may subsequently be submitted for approval or consent. Unless otherwise provided in the Design Review Manual or as part of approving the Submittals or as otherwise provided in a Builder Agreement, construction in accordance with the approved plans shall commence within six (6) months of final approval by the Declarant or the Design Review Board, as applicable, and continue thereafter in an expeditious manner until completion. As used in this **§6.7**, construction is deemed to have commenced when the footers have been fully dug. If construction does not commence within such six-month period - or as otherwise provided in the Design Review

Manual or stated in the approval of the Submittals or provided in a Builder Agreement - such approval shall be deemed withdrawn and the Owner must reapply for approval before commencing any activities. Once commenced, all Work must be diligently pursued and completed within one (1) year, except as otherwise (**a**) agreed to in a Builder Agreement, (**b**) specified in the notice of approval or the Design Review Manual, and/or (**c**) granted by the Declarant or the Design Review Board, as applicable (in its sole and absolute discretion), allowing an extension to an Owner or Builder. If approved Work is not completed within the required time, it shall be considered non-conforming and shall be subject to enforcement action by the Master Association, the Declarant, the applicable Sub-Association(s), or any aggrieved Owner. The Declarant or the Design Review Board, as applicable, may (in its sole and absolute discretion), exempt certain activities from the application and approval requirements of this **Article VI**, provided such activities are undertaken in strict compliance with the requirements of such exemption. For example, by way of illustration and not as a limitation: Owners or Builders may submit and receive pre-approval of landscaping or other plans for general application within a Neighborhood that is subject to the design review authority expressed in **§6.2** hereof. If so approved by the Declarant or Design Review Board, as applicable, such pre-approved plans shall not require re-submission prior to use on a particular Parcel and/or Property Unit within that Neighborhood.

6.8 Inspection of Property. The Declarant or the Design Review Board, as applicable, shall have the right to enter upon and inspect any portion of the Committed Property that is subject to the design review authority expressed in **§6.2** hereof, at any time prior to, during, and after the construction or alteration of any Work to assure compliance with this **Article VI**.

6.8.1 Non-Compliance. If during any inspection, whether interim, final, or thereafter, the Declarant or the Design Review Board, as applicable, finds that the Work is or was not performed, or is not being or was not constructed in substantial compliance with the approved Submittals, or if during subsequent inspections the Declarant or the Design Review Board, as applicable, notes that previously inspected Work is not being Maintained in compliance with this **Article VI** or with the Wiregrass Ranch Standard, then the Declarant or the Design Review Board, as applicable, shall notify the Owner and the Board in writing of such non-compliance. The notice shall specify the particulars of non-compliance, and shall demand that the Owner immediately bring such Work into compliance.

6.8.2 Master Association Action. If correction of the non-compliance is not commenced within fifteen (15) Business Days (calculated from the date of mailing) of the notice, or if such correction once commenced is not expeditiously continued thereafter until completion, the Master Association shall be entitled to record in the County's official public records a "**Notice of Non-compliance**" setting forth that the Owner has not completed the Work substantially in accordance with approved Submittals and that the Declarant or the Master Association, as applicable, shall be entitled to seek legal action to force the Owner, or any grantee of the Owner, to complete the Work substantially in accordance with the Submittals. The Notice of Non-Compliance shall contain the legal description of the Parcel and/or Property Unit. Once recorded, the Notice of Non-Compliance shall constitute constructive notice to all potential purchasers from the Owner that the Declarant or the Master Association, as applicable, has the right to force completion of the Work against the Owner, or any grantee of the Owner.

Should the construction of the Work not be completed in a timely manner as determined by the Declarant or the Design Review Board, as applicable, or should the correction of

the non-compliance not be commenced within fifteen (15) Business Days (calculated from the date of mailing) after the initial notice, and continued thereafter in an expeditious manner until completion, or should the construction of the Work not be completed substantially in accordance with the Submittals approved by the Declarant or the Design Review Board, as applicable, then the Master Association shall also have the rights to enter upon the Parcel and/or Property Unit and: (**a**) make such corrections or modifications as are necessary to cause the Work to be completed substantially in accordance with the approved Submittals, (**b**) make such corrections or modifications as are necessary to correct any condition of the Work on the Parcel and/or Property Unit which is detracting from the value or aesthetics of the Committed Property, Wiregrass Ranch, and/or adjacent Parcels and/or Property Units, or (**c**) if under the circumstances it is more practical to remove incomplete Work, remove any such incomplete Work on the Parcel or Property Unit. All costs and fees (including, but not limited to and without limitation, Attorneys' Fees and Costs) incurred due to any such actions under (**a**) through (**c**) in this **§6.8.2** shall remain the obligation of the Owner. If such costs and fees are not promptly reimbursed to the Declarant or the Master Association, as applicable, the Master Association shall levy a Specific Assessment against the Parcel and/or Property Unit as provided in **Article VIII** hereof for such costs and fees, together with interest at the maximum rate allowed by law. If a Sub-Association causes the construction of non-compliant Work, or otherwise owns non-compliant Work, the aforementioned Specific Assessment shall be levied against all Owners under the jurisdiction of that Sub-Association. In addition, the Master Association may levy such fines as it may deem appropriate (in its sole and absolute discretion), subject to Applicable Law and the limitations set forth in **§5.18** hereof, for violating the provisions of this **Article VI** - per day for each day a violation continues after the fifteen (15) Business Days notification and correction period. In addition, in the event a violation of this **Article VI** occurs by an Owner or Builder, after the applicable notice and cure periods neither the Owner nor the Builder causing such continuing violation to occur shall be entitled to make Submittals to the Declarant or the Master Association, as applicable, for approvals required under this **Article VI** pertaining to the Work in violation, or for any new or existing Work not in violation, until all continuing violations of said Owner or Builder have been cured.

6.8.3 **Non-waiver**. If for any reason the Declarant or the Design Review Board, as applicable, fails to notify an Owner of any non-compliance, such failure of notice of non-compliance shall not relieve the Owner from the requirement to comply with this Master Declaration and/or future notices of non-compliance pertaining to that specific non-compliance. Additionally, if for any reason the Declarant or the Design Review Board, as applicable, fails to identify and/or address any non-compliance, such failure shall not be deemed a waiver of any rights for the Declarant or the Master Association, as applicable, to address that specific non-compliance (or a similar non-compliance on a different Parcel and/or Property Unit) in the future.

6.8.4 **Certificate of Approval**. Upon completion of Work subject to design review pursuant to **§6.2** hereof, or upon correction of deficiencies cited by the Declarant or the Design Review Board, as applicable, the Owner shall notify the Declarant or the Design Review Board, as applicable, in writing that the Work is completed and provide an opportunity to inspect the Work. If the Declarant or the Design Review Board, as applicable, desires inspection it shall, within fifteen (15) Business Days of receiving such notice, make an inspection to verify correction or completion of the construction of the Work in accordance with the approved Submittals. The Declarant's or the Design Review Board's, as applicable, failure to timely inspect shall result in the Work being deemed approved. If the Declarant or the Design Review Board, as applicable, determines that the Work has been constructed in accordance with the approved Submittals, or

upon a default approval based upon failure to inspect, at the Owner's request the Master Association shall issue to the Owner a "**Certificate of Approval,**" in recordable form and executed by an officer of the Master Association with the Master Association's corporate seal affixed.

Until such time as a Certificate of Approval is issued, the current Owner and all future Owners of the Parcel and/or Property Unit shall be obligated to complete the Work in accordance with the approved Submittals. The issuance and/or recording of a Certificate of Approval shall be conclusive evidence that the Work has been completed in accordance with the approved Submittals, but shall not excuse the Owner from the requirement that future alterations or changes to the Work be submitted to and approved by the Declarant or the Design Review Board, as applicable. An Owner is only obligated to record a Certificate of Approval if it approves correction of deficiencies which were the subject of a prior recorded Notice of Non-Compliance.

6.8.5 **Alteration of Existing Work and Improvements**. Any Owner who makes exterior additions to, or changes or alterations to, any original Work, or constructs any new Work on the Parcel and/or Property Unit after the initial construction and approval as described in **§6.8.4** hereof, must complete all such subsequent Work (the "**Alterations**") in a timely manner and substantially in accordance with all Submittals approved by the Declarant or the Design Review Board, as applicable. The Owner shall notify the Declarant or the Design Review Board, as applicable, in writing when the Alterations have been completed and the Declarant or the Design Review Board, as applicable, if it so desires shall within fifteen (15) Business Days after receiving such notice cause an inspection to be made to verify the completion the Alterations in accordance with the approved Submittals. The Declarant's or the Design Review Board's, as applicable, failure to timely inspect shall result in the Alterations being deemed approved.

Should the Declarant or the Design Review Board, as applicable, timely determine that the Alterations have not been completed substantially in accordance with the approved Submittals, the Declarant or the Design Review Board, as applicable, shall notify the Owner in writing citing the deficiencies and the Owner shall, within fifteen (15) Business Days (calculated from the date of mailing) commence correction of the deficiencies, and continue in an expeditious manner until all deficiencies have been corrected. The Master Association shall be entitled to record in the County's official public records a "**Notice of Non-Compliance**" setting forth that the Owner has not completed the Alterations substantially in accordance with approved Submittals and that the Declarant or the Master Association, as applicable, has the right to seek legal action to force the Owner, or any grantee of the Owner, to complete the Alterations substantially in accordance with the Submittals. The Notice of Non-Compliance shall contain the legal description of the Parcel and/or Property Unit. Once recorded, the Notice of Non-Compliance shall constitute constructive notice to all potential purchasers from the Owner that the Declarant or the Master Association, as applicable, has the right to force completion of the Alterations against the Owner, or any grantee of the Owner. The Master Association has all rights and remedies available to it for taking action against non-compliant Alterations as it does under **§6.8.2** hereof against non-compliant original Work.

Once the Declarant or the Design Review Board, as applicable, determines that the Alterations have been completed substantially in accordance with the approved Submittals, or upon a default approval based upon failure to inspect, at the Owner's request the Master Association shall issue to the Owner a Certificate of Approval in recordable form and executed by an officer of the Master Association with the Master Association's corporate seal affixed. An Owner is only obligated

to record a Certificate of Approval if it approves correction of deficiencies which were the subject of a prior recorded Notice of Non-Compliance. The issuance and/or recording of the Certificate of Approval shall be conclusive evidence that the Alterations as approved by the Declarant or the Design Review Board, as applicable, have been completed, but shall not excuse the Owner from the requirement that future changes, modifications or alterations be submitted to and approved by, the Declarant or the Design Review Board, as applicable.

6.8.6 Subsequent Certificate of Approval Not Necessary Unless Notice of Non-Compliance Recorded. Notwithstanding anything in this **§6.8** to the contrary, it will not be necessary for an Owner to record a Certificate of Approval for original Work, or obtain and record a Certificate of Approval for any Alterations, unless a prior Notice of Non-Compliance is recorded in the County's official public records in accordance with **§6.8.5** hereof. As such, subsequent purchasers must confirm a Certificate of Approval was recorded only if a prior Notice of Non-Compliance was recorded.

6.9 Non-Liability for Actions. Neither the Design Review Board, the Declarant, nor the Master Association (nor any of their employees, directors, members, officers, and/or duly authorized representatives) shall be liable to any Person for any loss, damage, injury, or inconvenience arising out of or in any way related to the performance or non-performance of the Declarant's or the Design Review Board's, as applicable, duties. Neither the Declarant, the Design Review Board, nor the Master Association (nor any of their employees, directors, members, officers, and/or duly authorized representatives) shall have any responsibility for the adequacy of the approved Submittals, or be subject to any liability to the Owner of any Parcel or Property Unit or to any third-parties, in the event such approved Submittals or the design represented thereby is deficient or defective in any manner, including but not limited to and without limitation: any defect in the construction, design, soundness, or structural integrity of any building, structure, or other aspect of the Work constructed, erected, installed, or placed pursuant to or in accordance with the approved Submittals; or any violation of the Applicable Law. Submittals to the Declarant or the Design Review Board, as applicable, are reviewed and approved on the basis of aesthetic considerations only, and shall not be reviewed or approved for their compliance with any Applicable Law,.including, but not limited to and without limitation: any applicable building or zoning codes, laws, ordinances, rules, or regulations. An Owner, or any third-party, shall not be entitled to and shall not bring any proceeding of any nature (legal or otherwise) against the Declarant, the Design Review Board, the Master Association (or any of their employees, directors, members, officers, and/or duly authorized representatives), for the purpose of recovering any damages, or seeking any other relief, in connection with the approval and/or disapproval of Submittals.

6.10 Expenses. The Owner of a Parcel and/or Property Unit shall be solely responsible for all costs, expenses, fees, and charges associated or incurred in connection with planning and construction of any Work to any Parcel and/or Property Unit, whether foreseen or unforeseen, and neither the Declarant, the Design Review Board, nor the Master Association (or any of their employees, directors, members, officers, and/or duly authorized representatives) shall have any responsibility or liability therefor.

6.11 Variance. The Declarant or the Design Review Board, as applicable (in its sole and absolute discretion) may authorize variances from compliance with any of the provisions of this **Article VI** and/or the Design Review Manual, when circumstances such as aesthetic, environmental, hardship, natural obstructions, or topography considerations justify a variance; however, under no

circumstances shall the Declarant or the Design Review Board, as applicable, be obligated to grant variances. Variances may only be granted, when unique circumstances dictate, and no variance shall (**a**) be effective unless in writing, (**b**) be contrary to express provision(s) of this Master Declaration, (**c**) be contrary to Applicable Law, or (**d**) estop the Declarant or the Design Review Board, as appropriate, from denying a variance in other similar and/or dissimilar circumstances. If a variance is granted, no violation of this **Article VI** shall be deemed to have occurred with respect to the matter for which the variance was granted. However, the granting of a variance shall neither operate to waive any of the terms and provisions of this **Article VI** for any purpose except as to the particular Parcel and/or Property Unit and particular provisions covered by the variance, nor shall it affect in any way the Owner's obligation to comply with all Applicable Law affecting the use of the Parcel and/or Property Unit (e.g., zoning ordinances or set-back requirements). For purposes of this **§6.11**, the inability to obtain: approval of any Government Authorities, the issuance of any permit, or any financing, shall not be considered a hardship warranting a variance.

6.12 Inconvenience to Owners. Each Owner acknowledges that until construction of Work is completed on each Parcel and/or Property Unit, and thereafter during periods of Alterations to a Parcel and/or Property Unit, construction activity will take place within the Committed Property. The Declarant and each applicable Owner covenants and agrees to: use reasonable efforts to limit the inconvenience to the other Owners resulting from construction activity, and to refrain from interfering with construction activity.

6.13 Declarant's Exemption. The Declarant shall be exempt from the provisions of this **Article VI**. The Declarant shall not be obligated to obtain Design Review Board approval for any Work - original or Alterations - or for any other matter which may require Design Review Board or any other approval under this **Article VI**, which the Declarant may elect to undertake at any time on the Committed Property.

6.14 Enforcement. Declarant and/or the Master Association, acting separately or jointly, may preclude any agent, employee, contractor, sub-contractor, or other Permittee of an Owner, who fails to comply with the terms and provisions of this **Article VI**, from continuing or performing any further activities in the Committed Property, or from, seeking or obtaining any approvals for any subsequent Submittals. In addition to the foregoing, after written notice and the expiration of fifteen (15) Business Days (calculated from the date of mailing) without commencement of compliance activities, or if such compliance activities once commenced are not expeditiously continued thereafter until completion, the Declarant and/or the Master Association shall have the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of this **Article VI**, and/or the decisions of the reviewing entities under this **Article VI**. The Declarant shall have the right (but not the obligation) to demand that the Master Association enforce the provisions of this **Article VI**. In the event that the Master Association fails to take enforcement action within thirty (30) Business Days (calculated from the date of mailing) after a written demand from Declarant identifying the violator and specifying the nature of the violation, then the Master Association shall reimburse the Declarant for all costs and fees reasonably incurred by the Declarant in taking enforcement action with respect to such violation if the Declarant is the prevailing party (regardless of whether such costs and fees are recoverable from the underlying violator). Any Person responsible for non-compliance with this **Article VI** which results in any enforcement action authorized in this **Article VI** by the Declarant and/or the Master Association, as applicable, shall also be liable for any and all of the Declarant's and/or the Master Association's, as applicable, fees and costs (including, but not limited to and without limitation, Attorneys' Fees and Costs) incurred

in pursuing such action. The enforcement remedies in this §**6.14** are in addition to, and in no way shall be construed to limit, any other remedies available to the Declarant and/or the Master Association provided elsewhere in this Master Declaration or under the Applicable Law.

ARTICLE VII
EASEMENTS

7.1 **Easements for Access and Maintenance**. The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) and the Master Association (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), a perpetual, non-exclusive easement for access, egress, and ingress across, over, upon, and under all of the Committed Property to the extent necessary in the exercise of reasonable care for the purpose of: (**a**) inspecting proposed and/or ongoing Work or Improvements; (**b**) undertaking or fulfilling any rights or obligations provided in the Master Association's Governing Documents, or under any applicable permits or approvals; (**c**) in the case of the Declarant, performing any obligations it may have under the Development Agreements, any permits, or any other agreements with Government Authorities; (**d**) in the case of the Declarant, undertaking any development activities related to the Total Property (Committed Property and/or Additional Property), and/or the Wiregrass Ranch DRI/MPUD; and/or (**e**) administering, constructing, installing, Maintaining, repairing, and replacing any Common Areas, Drainage Areas, lakes, pathways, ponds, signage, Streets, Streetscape, street lights, walkways, wetlands, and other similar Improvements. This easement shall not entitle the holders to construct or install any of the foregoing systems or facilities, over, under or, through any existing or planned building, structure, or other Improvements on a Parcel or Property Unit, and any damage to any building, structure, or other Improvements on a Parcel or Property Unit resulting from the exercise or use of this easement shall promptly be repaired by, and at the expense of, the Person exercising or using the easement. The exercise or use of this easement shall not unreasonably interfere with the use of any Parcel or Property Unit. Notwithstanding the foregoing in this §**7.1**, nothing contained herein shall be interpreted to impose any obligation upon the Declarant and/or the Master Association to construct, install, Maintain, repair, or replace any Work or Improvements which an Owner, Sub-Association, or other Person is otherwise required to construct, install, Maintain, repair, and/or replace.

7.2 **Easement for Traffic Signs**. The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) and the Master Association (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) and of the County, a perpetual, non-exclusive easement across, over, upon, and under that portion of each Parcel or Property Unit lying within the building setback for purposes of access, construction, egress, ingress, installation, Maintenance, repair, and replacement of directional and traffic signs, as may be: (**a**) required by the County, or (**b**) desired by the Declarant and/or Master Association and approved by the County, and in such circumstances (**i**) if the Street is private then such use by the Declarant and/or Master

Association shall be subject to the consent of the applicable Sub-Association(s) and (**ii**) if the Street is public then such use by the Declarant and/or Master Association for non-required directional and/or non-required traffic signs located solely within the interior of a Neighborhood that is governed by Sub-Association(s), shall be subject to the consent of such use by the applicable Sub-Association(s).

7.3 Easement for Maintenance, Emergency, and Enforcement.

7.3.1 The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) and the Master Association (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), a perpetual, non-exclusive easement to enter upon any Parcel and/or Property Unit to: (**a**) perform its Maintenance responsibilities under the Master Association's Governing Documents; (**b**) inspect for the purpose of ensuring compliance with the Master Association's Governing Documents, or any licenses, permits, or other instruments that may be applicable to the Committed Property, Parcel, or Property Unit from time to time, and/or (**c**) enforce any rights under the Master Association's Governing Documents - provided, however they shall have no obligation to undertake any of the foregoing actions. The rights granted herein may be exercised by any agent, director, employee, manager, or officer of the foregoing, and are extended to all ambulance personnel, law enforcement officers, firefighters, and similar emergency personnel in the performance of their duties. This right of entry shall include the right to enter upon any Parcel and/or Property Unit to cure any condition which may increase the possibility of a fire or other hazard, in the event an Owner fails or refuses to cure the condition within a reasonable time after requested by the Declarant and/or the Master Association, but shall not authorize entry into any portion of a Parcel and/or Property Unit not generally open to the public except in an emergency situation to avoid an imminent threat of personal injury or property damage. Neither the Declarant, nor the Master Association (nor their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) shall have any liability for any damage, or other liability, resulting from the exercise of their rights under this **§7.3** unless such damage, or other liability, directly (not vicariously) arises from such Person's gross negligence, or bad faith or malicious purpose or conduct in a manner exhibiting wanton and willful disregard of human rights, safety, or property.

7.3.2 Except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner or occupant.

7.3.3 Subject to any notice and cure periods required elsewhere in this Master Declaration, the Declarant's and/or Master Association's easement granted in this **§7.3** specifically includes, but it not limited to and without limitation, the right to enter a Parcel and/or Property Unit to abate a violation of the Master Association's Governing Documents, and/or to remove any condition, structure, or other Improvement which violates the Master Association's Governing Documents. Any costs and fees (including, but not limited to and without limitation, Attorneys' Fees and Costs) incurred by the Declarant and/or the Master Association in the use of the easement granted in this **§7.3** shall be assessed against the Owner of such Parcel and/or Property Unit as a Specific Assessment.

7.4 **Easements for Lake and Pond Maintenance and Flood Water**.

7.4.1 Subject to any Builder Agreements, the Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) and the Master Association (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), the County, any Government Authorities, and/or the District, a perpetual, non-exclusive right and easement, but not the obligation, to enter upon the Drainage Areas, lakes, ponds, streams, and wetlands located within the Committed Property to (**a**) construct, inspect, install, keep, Maintain, repair, and/or replace pumps in order to provide water for the irrigation of any of the Common Area; (**b**) construct, inspect, install, keep, Maintain, repair, and/or replace any bulkhead, dam, wall, or other structure that retains water; (**c**) remove trash and other debris therefrom and fulfill their respective Maintenance responsibilities, if any, as provided in this Master Declaration; (**d**) construct, inspect, install, keep, Maintain, repair, and/or replace the Drainage Area and all appurtenant Improvements and facilities (including, but not limited to and without limitation, aquatic plant and similar environmental Maintenance); and/or (**e**) otherwise fulfill any modeling, monitoring, reporting, or permit obligations related thereto. The Declarant and the Master Association (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) and the County, any Government Authorities, and the District, shall have a perpetual, non-exclusive easement for access, egress, and ingress over and across any of the Committed Property abutting or containing any portion of any of the Drainage Areas, lakes, ponds, streams, and wetlands to the extent reasonably necessary to exercise their rights under this §**7.4**. However, to the extent such areas are located solely within the interior of a Neighborhood that is governed by Sub-Association(s), the Declarant's and/or Master Association's use of the easements created in this §**7.4.1** is limited to: uses necessary to Maintain the Surface Water Management System pursuant to §**5.5.5** hereof, preventing the Neighborhood from materially and adversely affecting any public Street and/or any property exterior to the Neighborhood, or otherwise shall be subject to consent of such use by the applicable Sub-Association(s).

7.4.2 The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) and the Master Association (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), the County, any Government Authorities, and/or the District, a perpetual, non-exclusive right and easement of access and encroachment over the Committed Property adjacent to or within fifty feet (50') of the Drainage Areas, lake beds, ponds, streams, and wetlands (exclusive of any non-landscaping related Improvements thereon) in order to: (**a**) temporarily flood and back-water upon and maintain water over such portions of the Committed Property; (**b**) clean, deepen, drain, dredge, dye, fertilize, fill, or otherwise alter in any manner, and generally Maintain the Drainage Areas, lake beds, ponds, streams, and wetlands within the Committed Property or the property owned by the County, any Government Authorities, or the District; (**c**) Maintain and landscape the slopes and banks pertaining to such Drainage Areas, lake beds, ponds, streams, and wetlands; and/or (**d**) enter upon and across such portions of the

Committed Property to the extent reasonably necessary for the purpose of exercising its rights under this §7.4, all in accordance with Applicable Law and subject to any Builder Agreements. However, to the extent such areas are located solely within the interior of a Neighborhood that is governed by Sub-Association(s), the Declarant's and/or Master Association's use of the easements created in this §7.4.2 is limited to: uses necessary to Maintain the Surface Water Management System pursuant to §5.5.5 hereof, preventing the Neighborhood from materially and adversely affecting any public Street and/or any property exterior to the Neighborhood, or otherwise shall be subject to consent of such use by the applicable Sub-Association(s). Except in the case of an emergency, all Persons entitled to exercise or use these easements created in this §7.4.2 shall provide prior written notice no less than ten (10) Business Days (calculated from the date of mailing) before exercising or using such easements. All Persons entitled to exercise or use these easements shall use reasonable care in, and shall promptly repair any damage resulting from, the exercise or use of such easements. Nothing herein shall be construed to make Declarant, the Master Association, the County, any Government Authority, the District, or any other Person liable for damage resulting from flooding due to heavy rainfall (e.g. hurricanes, tropical depressions, tropical storms, thunderstorms) or other natural occurrences, regardless of whether such occurrences were known or foreseeable.

7.5 Easements for Stormwater Drainage, Retention, and Surface Water Management System.

7.5.1 Subject to Applicable Law (including but not limited to all SWFWMD permits) and any Builder Agreements, the Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby subjects each portion of the Committed Property to a perpetual, non-exclusive easement appurtenant to and for the benefit of all portions of the Total Property for the purpose of stormwater drainage and runoff in accordance with the Surface Water Management System, as amended from time to time, established by the Declarant for the Total Property to implement the Surface Water Management System, which easement shall include, but is not limited to and without limitation: (**a**) the right to tie into the existing stormwater drainage facilities; (**b**) the right to divert stormwater runoff from each Parcel and Property Unit into such stormwater drainage facilities at such points and in such manner as approved by Declarant, the County, the District, and by any Government Authorities; (**c**) for the flow of stormwater runoff over the Committed Property to such points and from such points through the stormwater drainage facilities into ponds, wetlands, other retention or detention facilities, and/or the Drainage Areas within the Total Property; and (**d**) the right to enter each Parcel and Property Unit (exclusive of any non-landscaping related Improvements thereon) to perform such grading as may be necessary to comply with, effectuate, or implement the intended Surface Water Management System. Except in the case of an emergency, all Persons entitled to exercise or use these easements created in this §7.5.1 shall provide prior written notice no less than ten (10) Business Days (calculated from the date of mailing) prior to entering another Owner's land to exercise or use such easements. All Persons entitled enter another Owner's land to exercise or use these easements shall use reasonable care in, and shall promptly repair any damage resulting from, the exercise or use of such easements. The foregoing easements shall be subject to any and all restrictions regarding rate, quality, and quantity of discharge which the Declarant may hereafter impose (subject to Applicable Law (including but not limited to all SWFWMD permits) and any Builder Agreements), or which may be imposed on the Committed Property by the any Government

Authorities, or which a Person holding a specific water permit(s) may impose with respect to the property subject to the Person's permit(s). The Declarant may convey or caused to be conveyed, all or any portion of the Surface Water Management System owned by the Declarant and/or any Affiliate or the Conservation Corridor to the Master Association, the County, the District, any Government Authorities, and/or Declarant's Affiliates as it may elect (in its sole and absolute discretion). The Master Association (if the Master Association hereafter owns any portion thereof) shall convey all or any portion of the Surface Water Management System or the Conservation Corridor which it owns to the County, the District, or any Government Authorities, if such entities or the Declarant so require. Subject to Applicable Law (including but not limited to all SWFWMD permits) and any Builder Agreements, the Declarant, and any assigns, shall have the right to use the water, and control the level thereof, in all ponds and water courses in the Surface Water Management System for any purpose as determined by the Declarant, or such other Persons as the Declarant may designate. Notwithstanding the foregoing, any use of the Surface Water Management System for irrigation water purposes shall be subject to **Article XV** hereof.

7.5.2 Notwithstanding anything to the contrary contained in this Master Declaration, any proposed amendment to the Master Association's Governing Documents that would affect the Surface Water Management System (including, but not limited to and without limitation, any environmental conservation areas and the water management portions of the Common Areas) must be approved by the Declarant, and if required by the Surface Water Management permits for the Wiregrass Ranch DRI/MPUD, must be submitted by the Declarant, the Master Association, or the District to the SWFWMD for a determination of whether the amendment necessitates a modification of the Surface Water Management Permit for the Wiregrass Ranch DRI/MPUD. No Person shall alter the natural drainage on any Parcel or Property Unit to increase materially the drainage of stormwater onto adjacent portions of the Wiregrass Ranch DRI/MPUD without the consent of the Owners of the affected property, the County, the District, the applicable Government Authorities, the Master Association, and the Declarant (so long as the Declarant or any Affiliate or Other Land Owner owns any portion of the Total Property).

7.5.3 Subject to Applicable Law (including by not limited to all SWFWMD permits) and any Builder Agreements, the Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) and the Master Association (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), the County, any Government Authorities, and/or any District, a perpetual, non-exclusive easement for the use of the Drainage Areas established throughout the Committed Property, and an easement for access, egress, and ingress to enter any portion of the Committed Property in order to construct, Maintain, and/or repair any Drainage Area and facilities thereon and appurtenances thereto. No Improvement or other material shall be placed or permitted to remain in the Drainage Areas which may damage or interfere with, or which may obstruct or retard the flow of water through the Drainage Areas, without the consent of the Owners of any affected property, the County, the District, the applicable Government Authorities, the Master Association, and the Declarant (so long as the Declarant or any Affiliate or Other Land Owner owns any portion of the Total Property). However, to the extent such areas are located solely within the interior of a Neighborhood that is governed by Sub-Association(s), the Declarant's and/or Master Association's access, egress, and ingress easements

(excluding the usage easements) created in this §**7.5.3** is limited to: uses necessary to Maintain the Surface Water Management System pursuant to §**5.5.5** hereof, preventing the Neighborhood from materially and adversely affecting any public Street and/or any property exterior to the Neighborhood, or otherwise shall be subject to consent of such use by the applicable Sub-Association(s).

7.6 **Utility and Governmental Services Easements**.

7.6.1 **Utilities and Infrastructure Easements**. Subject to §**7.9** hereof, the Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), a perpetual, non-exclusive easement across, over, through, under, and upon the Committed Property for access, egress, and ingress for the inspection, installation, Maintenance, service, repair, and/or replacement of utilities (including, but not limited to and without limitation, access to read utility meters) and infrastructure to serve Wiregrass Ranch and the Wiregrass Ranch DRI/MPUD, including, but not limited to and without limitation: cable television, Communication Services, drainage, electric transmission, garbage, gas, internet, multi-channel video, power, street lights, telephone, security, sewer, water, and other utilities and similar systems, and governmental services (including, but not limited to and without limitation, fire protection, law enforcement, pathways, postal service, signage, street lights, trails, and walkways). However, to the extent such areas are located solely within the interior of a Neighborhood that is governed by Sub-Association(s), the Declarant's use of the easements created in this §**7.6.1** is limited to: uses necessary to Maintain any utilities within the right-of-way of public Streets or other existing utilities subject to this easement over which the applicable Sub-Association(s), or any utility provider, and/or Governmental Authorities have not assumed responsibility, uses necessary to Maintain the Surface Water Management System pursuant to §**5.5.5** hereof, preventing the Neighborhood from materially and adversely affecting any public Street and/or any property exterior to the Neighborhood, or otherwise shall be subject to consent of such use by the applicable Sub-Association(s).

7.6.2 **Specific Easements**. Subject to §**7.9** hereof, the Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), a perpetual, non-exclusive right and power to grant and record such specific easements in, under, and/or through the (**a**) public Streets and (**b**) any non-exclusive utility easements dedicated by any Person to the public or to any specific utility provider throughout the Committed Property - as the Declarant deems necessary (in its sole and absolute discretion) to develop any portion of the Total Property. The Declarant may grant or convey these easements to third-parties without the consent of any Owner, any Sub-Association(s), or the Master Association. Any Owner(s) of property subject to the Declarant's grant of easements pursuant to this §**7.6.2** shall be obligated to assist the Declarant in perfecting such conveyances.

7.7 Easements for the District. Subject to §**7.9** hereof, the Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property – hereby grants in favor of the District (and its agents and designees) a perpetual, non-exclusive easement to the extent necessary for access, egress, and ingress to, and installation, Maintenance, repair, and replacement of, properties and facilities owned by the District.

7.8 Communication Services Utility Easements. Subject to §**7.9** hereof, the Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), perpetual, non-exclusive easements in, under, and/or through the: (**a**) the public and private Streets, and any corresponding rights-of-way, and (**b**) any non-exclusive utility easements dedicated to the public or to any specific utility provider throughout the Committed Property - for the purpose of installing, operating, Maintaining, repairing, and replacing Communication Services. The Declarant may grant or convey these easements to third-parties without the consent of any Owner, any Sub-Association(s), or the Master Association. Any Owner(s) of property subject to the Declarant's grant of easements pursuant to this §**7.8** shall be obligated to assist the Declarant in perfecting such conveyances.

7.9 Minimal Interference. All activities associated with the exercise of the easements described in §§**7.6, 7.7** and **7.8** shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. The exercise of these easements shall neither extend to permit entry into any enclosed building or structure on the Committed Property, nor shall it unreasonably interfere with the use of any Common Area, Parcel, or Property Unit. Upon completion of the activities, the Person exercising the easement shall promptly restore the property - to the extent reasonably possible and at the Person's expense - to the condition existing prior to the activities; and to the extent repairs are not reasonably possible, shall reimburse the Owners of any affected property for the decrease in value of the property due to any resulting impairment.

7.10 Easements to Serve Additional Property. The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), a perpetual, non-exclusive easement over the Committed Property (excluding all portions of Residential Neighborhoods other than public Streets) for the purpose of access, development, enjoyment, and use of any other properties that may be adjacent to the Committed Property from time to time, whether or not such properties are made part of the Committed Property and subjected to this Master Declaration. Declarant further agrees that if the easement is exercised for permanent access to such properties, and such properties or any portion thereof are not made subject to this Master Declaration, Declarant, its successors, or assigns

shall enter into a reasonable agreement with the Master Association to share the cost of Maintenance of any Street and related infrastructure serving such properties.

7.11 Easement for Encroachments. The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby subjects each portion of the Committed Property to perpetual, non-exclusive easements of and for encroachments resulting from the unintentional placement, settling, or shifting of the Improvements constructed, reconstructed, or altered on a Parcel, Property Unit, or the Common Area, and for Maintenance and use of such encroachments, which easements shall be among each Parcel and/or Property Unit and any adjacent Common Area, and among adjacent Parcels and/or Property Units. An allowed encroachment is an Improvement that is constructed pursuant to Applicable Law (including, but not limited to any applicable permits) and which extends unintentionally from one Person's property onto another's property a distance of not more than three (3) feet as measured from any point on the common boundary, along a line perpendicular to such boundary. However, in no event shall an easement for an encroachment exist under this **§7.11** if such encroachment is created with the Person claiming the benefit of any such easement possessing actual or constructive knowledge of the fact of encroachment at the time of its creation.

7.12 Rights to Effluent, Groundwater, Stormwater Runoff, Surface Water, and Water Reclamation. The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), all rights to effluent, groundwater, stormwater runoff, surface water, and reclaimed water located or produced within the Committed Property, and each Owner agrees, by acceptance of a deed to a Parcel or Property Unit, that the Declarant retains such rights. Such rights shall include the reservation of a perpetual, exclusive easement over the Committed Property for access, installation, and Maintenance of facilities and equipment to capture and transport such effluent, groundwater, stormwater runoff, surface water, and reclaimed water. In the event Declarant declines (in its sole and absolute discretion) to either temporarily or permanently accept all or any reclaimed water and/or effluent, then the Master Association and Owners shall be obligated to use the reclaimed water and/or effluent, and shall do so in accordance with any requirements of the County or other applicable Government Authorities or utility providers. Notwithstanding the foregoing, the Declarant's rights to stormwater runoff and surface water shall be subject to Applicable Law (including but not limited to all SWFWMD permits) and any Builder Agreements, and to the extent such water is located solely within the interior of a Neighborhood that is governed by Sub-Association(s), the Declarant's rights to effluent, stormwater runoff, and surface water is limited to: uses necessary to Maintain the Surface Water Management System pursuant to **§5.5.5** hereof, uses necessary to Maintain the Smart Irrigation System, preventing the Neighborhood from materially and adversely affecting any public Street and/or any property exterior to the Neighborhood, or otherwise shall be subject to consent of such use by the applicable Sub-Association(s). The Declarant may (but shall not be obligated to) convey or assign, or cause to be conveyed or assigned, any right(s) created by this **§7.12** to: the Master Association, the County, the District, and/or any

other Government Authorities, Sub-Association(s), Affiliate(s), or other third-parties. This §**7.12** shall not be amended without the Declarant's and the District(s)' (which operate the Smart Irrigation System) consent, and the rights created in this §**7.12** shall survive any termination of this Master Declaration.

7.13 **Easement For Use of Private Streets**. The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) and to: (**a**) the County, the District, all Government Authorities (excluding any utility provider unless otherwise set forth in a separate instrument expressly granting such rights); (**b**) firefighting, law enforcement, paramedic, rescue, and other emergency equipment, personnel, and vehicles; (**c**) school buses; (**d**) U.S. Postal Service delivery personnel and vehicles; (**e**) commercial courier or delivery services; (**f**) special process servers licensed in the County; and (**g**) personnel and their equipment and vehicles providing garbage and/or refuse collection services to the Committed Property, a perpetual, non-exclusive easement solely for access, egress, and ingress over, upon, and through any private Streets within the Committed Property, provided such easement shall only authorize such Persons in (a)-(g) to enter the private Streets within the Committed Property while acting in their official capacity.

7.14 **Easement Related to Public Right-Of-Ways**.

7.14.1 The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), a perpetual, non-exclusive easement on, over, and under any portion of the Committed Property which may be subsequently dedicated or otherwise conveyed to any Government Authorities for public right-of-way, for the purpose of: (**a**) construction, installation, Maintenance, repair, and replacement of underground stormwater drainage facilities and pipes and above ground inlet structures to carry stormwater; (**b**) construction, installation, Maintenance, operation, repair, and replacement of conduits, equipment, lines, pipes, and related facilities necessary or desirable to transport and/or deliver utilities and/or service to any portion of Wiregrass Ranch, the Wiregrass Ranch DRI/MPUD, or such other real property contiguous to the boundary of the Wiregrass Ranch DRI/MPUD in which Declarant or any Affiliate may have an interest, or any other property now or hereafter owned by the Declarant; and (**c**) the right (but not the obligation) to install, Maintain, repair and replace landscaping and landscaping devices in un-paved areas. For purposes of this §**7.14**, "utilities" shall be deemed to include, but not limited to and without limitation, conduits, lines, and/or pipes conveying: cable, chilled water, electric, gas, internet and other data, irrigation water, potable and/or reclaimed water, sewer, telephone, and/or television and other telecommunication services.

7.14.2 Upon the issuance of a certificate of completion or its equivalent by the appropriate Government Authorities for any publicly dedicated right-of-way in Wiregrass Ranch,

the Declarant (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) for the purpose of installing any utilities shall automatically be deemed to have been granted a right-of-way utilization permit or its equivalent by the appropriate Government Authorities, which will permit such persons and entities to continue to use, Maintain, relocate, repair, and replace utilities lying within such publicly dedicated right-of-way.

7.15 **Easement for Special Events**. The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), a perpetual, non-exclusive easement over the Common Areas for the purpose of conducting: artistic, cultural, educational, entertainment, and musical activities or events; biking, running, or other sporting events; parades; and other activities or events of general community interest, at such locations and times as the Declarant deems appropriate (in its sole and absolute discretion). Each Owner, by accepting a deed or other instrument conveying any interest in a Parcel and/or Property Unit, acknowledges and agrees that the exercise of this easement may result in a temporary increase in crowd gathering, light, noise, odors, traffic, and other related inconveniences, and each Owner agrees on behalf of itself and the occupants of its Parcel and/or Property Unit to take no action - legal or otherwise - which would interfere with the exercise of such easement or otherwise claim trespass and/or nuisance damages related to such uses. Neither the Master Association nor any Sub-Association(s) shall take any action – legal or otherwise - which would interfere with or otherwise attempt to restrict the exercise of this easement.

7.16 **Assignments**. The granting of easements pertaining to any portion of the Committed Property which are reserved or otherwise created by, or granted to, the Declarant in this Master Declaration or elsewhere, may be assigned by the Declarant, in whole or in part, to: the Master Association, the County, any Government Authorities, any utility providers, the District, or any other designee of the Declarant holding and/or exercising the Declarant's and/or Master Association's rights, by an instrument recorded in the County's official public records.

ARTICLE VIII
ASSESSMENTS

8.1 **Responsibility and Commencement**. The Master Association is entitled to levy Assessments against each Parcel and/or Property Unit in the manner described in this Master Declaration. Parcels which do not hold assigned DRI Entitlements do not possess Assessment Units, and as such are not subject to Assessments (and are not entitled to vote). A Parcel's and/or Property Unit's share of any Assessment shall be calculated pursuant to the Assessment and Voting Formula as set forth in **Exhibit "G"** attached hereto, as it may be amended from time to time. In Neighborhood's which are governed by Sub-Association(s), unless the Master Association requires that Master Association Assessments be remitted directly to it by the Owners, Master Association Assessments attributable to Parcels and/or Property Units in the Neighborhood shall be collected in advance by the applicable Sub-Association(s) and remitted directly to the Master Association even though such Assessments are the responsibility of the Owners of those Parcels and/or Property Units. Each Owner, by accepting a deed for any portion of the Committed Property, is deemed to

agree and covenant to pay the Assessments levied by the Master Association. Except as expressly provided in this Master Declaration or an Amendment or Supplement, each Owner shall be responsible for payments of Assessments against the Owner's Parcel(s) and/or Property Unit(s), commencing on the date the Owner acquires the property, unless the Declarant during the Declarant's Control Period shall provide otherwise with respect to such Parcel(s) and/or Property Unit(s) in the applicable Assignment of Wiregrass Ranch DRI Entitlements, or in some other instrument executed by Declarant and recorded in the County's official public records. Additionally, the Master Association may from time to time establish administrative, late, and interest charges, subject to the limitations of Applicable Law, to be levied against a Parcel and/or Property Unit for which the Master Association does not receive a timely Assessment payment.

8.2 **Determination of Base Assessments for Common Expenses**. At least sixty (60) Business Days before the beginning of each fiscal year, the Board shall prepare a budget for such fiscal year which shall estimate all of the Common Expenses to be incurred by the Master Association during the fiscal year. The budget shall reflect the sources and estimated amounts of funds to cover such Common Expenses, including: any prior years' surplus, any non-assessment income (unless designated for other uses by this Master Declaration or by agreement), and anticipated Assessment income. In determining the budget for any fiscal year, the Board may take into account Common Areas, Parcels and/or Property Units, and proposed Improvements, that may be created during the fiscal year by adding property to the Committed Property in accordance with **Article III** hereof. Similarly, in determining the Base Assessment the Board may also take into account any Assessment income expected to be generated from property reasonably anticipated to become subject to Base Assessments during such fiscal year. The Board shall then establish the Base Assessment and levy such Base Assessment against all Parcels and/or Property Units subject to Base Assessments, in the manner provided in the Bylaws and the Voting and Assessment Formula. The Master Association shall then promptly (no later than forty-five (45) Business Days prior to the beginning of the fiscal year for which the budget is to be effective) notify all Owners in writing of the amount, frequency, and due date(s) of the Base Assessment for each Parcel and/or Property Unit, which notification shall also include a copy of the budget for such fiscal year. From time to time during the fiscal year, the Board may revise the budget for that fiscal year. Pursuant to a revised budget, the Board may, upon written notice to the Owners, change the amount, frequency, and/or due date(s) of the Base Assessment for each Parcel and/or Property Unit. During Declarant's Control Period, Base Assessments shall not be subject to Member approval. After Declarant's Control Period, Base Assessments shall be effective unless disapproved at a special meeting called pursuant to the Bylaws.

8.3 **Payment of Base Assessments for Common Expenses**. Each Owner shall be required to and shall pay to the Master Association, an amount equal to the Base Assessment for Common Expenses, or installment thereof, for each Parcel and/or Property Unit within the Committed Property then owned by such Owner, on or before the due date for each Base Assessment for Common Expenses, or installment thereof. By default, the Base Assessment for Common Expenses shall be paid in full or in equal, quarterly installment payments during the fiscal year. The Master Association may modify the periodic installment schedule, from time to time, by notifying the Owners in writing of a change in the amount and/or frequency of the periodic installments. No less than thirty (45) Business Days prior to the due date of the Base Assessment for Common Expenses, or first installment thereof, the Master Association shall notify the Owners (and any applicable Sub-Association(s)) of such Base Assessment for Common Expenses and the remaining installment due dates for the fiscal year. The Owners, either directly or through their Sub-

Association(s), as applicable, shall then timely remit the full or installment payments to the Master Association. Each Sub-Association shall include in its budget each year an amount sufficient to pay all Base Assessments for Common Expenses levied by the Master Association against each Parcel and/or Property Unit subject to that Sub-Association's jurisdiction, unless the Master Association requires that such Base Assessments be remitted directly to it as provided in §**8.1** hereof.

8.3.1 **Declarant Subsidy**. Declarant may (but shall not be obligated to) reduce the Base Assessment to the Owners for any fiscal year by payment of a subsidy (in addition to any amounts paid by Declarant under §**8.4** hereof) which may be either an advance against future Assessments due from Declarant, a contribution, or a loan (in Declarant's sole and absolute discretion) as further described in §**8.4** hereof. Any such subsidy shall be disclosed as a line-item in the budget. However, Declarant may make such election at any time prior to the end of the fiscal year to which the subsidy will apply, and any subsidy not included in the original budget for the fiscal year shall be added to the budget by an amendment during the applicable fiscal year in accordance with §**8.2** hereof. The payment of a subsidy in any year shall under no circumstances obligate the Declarant to continue paying a subsidy in future years, unless otherwise provided in a written agreement between the Master Association and the Declarant.

8.3.2 **Failure to Approve Budget**. If the Board fails for any reason to determine the budget for any fiscal year, then the budget most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust the Base Assessment from time to time during the fiscal year.

8.4 **Base Assessments During Declarant's Control Period**. Notwithstanding anything contained in this **Article VIII** to the contrary, during the Declarant's Control Period the Declarant may satisfy its obligation to pay Base Assessments on Parcels or Property Units it owns either by paying Base Assessments in the same manner as any other Owner or by obligating itself to fund the Budget Deficit. The "**Budget Deficit**" is the amount by which the operating expenses actually incurred by the Master Association exceed the amount of the Base Assessments received from the other Owners together with the receivables and other income of the Master Association during the fiscal year. Declarant may make such election at any time prior to the end of the applicable fiscal year. The Master Association is specifically authorized, through its Board, to enter into subsidy contracts with Declarant or other entities; the Declarant shall not be obligated to enter into any such subsidy contracts.

8.5 **Budgeting and Allocating Service Area Expenses**. The Board is hereby authorized to levy Service Area Assessments against all Parcels and/or Property Units in a Service Area to fund Service Area Expenses benefiting such Service Area: (**a**) to the extent authorized by the Master Association's Governing Documents; (**b**) if so directed by (**i**) the Declarant, or (**ii**) a petition signed by a majority of the Owners within the Service Area; or (**c**) upon the written request of the Neighborhood Voting Representative(s) representing such Parcels and/or Property Units in the Service Area. At least sixty (60) Business Days before the beginning of each fiscal year, the Board shall prepare a budget covering the estimated Service Area Expenses for each Service Area on whose behalf Service Area Expenses are expected to be incurred during the upcoming fiscal year, which may include, but is not limited to, an administrative charge in such amount as the Board deems appropriate and a capital contribution to establish and maintain a reserve fund in accordance with a budget separately prepared as provided for in §**8.7** hereof. The Service Area Assessments are

for additional services, or a higher level of services, than those otherwise provided by the Master Association to all Parcels and/or Property Units.

8.5.1 The Board shall cause a copy of the budget and notice of the amount of the Service Area Assessment to be levied on each Parcel and/or Property Unit in the Service Area for the following year to be delivered to each Owner in the Service Area at least forty-five (45) Business Days prior to the beginning of the fiscal year for which it is to be effective. If the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined the budget in effect for the immediately preceding year shall continue for the current year. The Master Association shall include any Special Area Assessments in its annual billing of Owners and shall be responsible for collecting these Assessments. The Board may revise the budget for any Service Area and the amount of any Service Area Assessment from time to time during the applicable fiscal year. Pursuant to a revised budget, the Board may, upon written notice to the Owners in the Service Area, change the amount, frequency and/or due dates of the Service Area Assessment for each Parcel and/or Property Unit in the Service Area. At the Master Association's election, the Master Association may notify any applicable Sub-Association(s) having jurisdiction over all or a portion of a Service Area, of the amount of the Service Area Assessment and the Parcels and/or Property Units assessed under its jurisdiction, and such Sub-Association(s) shall have the obligation to timely collect and remit same to the Master Association in the same manner as provided for Base Assessments in **§8.10** hereof.

8.5.2 A Parcel's and/or Property Unit's share of any Service Area Assessment shall be calculated as set forth in: **Exhibit "G"** attached hereto, as it may be amended from time to time; an applicable Amendment or Supplement; or a Neighborhood Declaration or amendment or supplement thereto.

8.6 **Special Assessments**. In addition to any other authorized Assessments, the Board may levy Special Assessments from time to time to exercise its responsibilities as provided in this Master Declaration; provided, however, prior to the expiration of the Declarant's Control Period or the earlier termination thereof by Declarant, the Board may only levy a Special Assessment if the Members other than the Declarant approve the Special Assessment, by a majority vote at a duly called special meeting of the Members at which a quorum is present. The presence, in person or by proxy, of Members representing thirty percent (30%) or greater of the total Class "A" votes shall constitute a quorum for purposes of any Special Assessment. A Special Assessment may be levied: (**a**) in the event that a Budget Deficit occurs for the fiscal year; (**b**) in the event that the Master Association reserves are insufficient to cover necessary expenditures for capital improvements or replacement; (**c**) to retire indebtedness incurred to improve the Common Area; or (**d**) for any other purposes determined by a majority of the Board and a majority of the votes of the Neighborhood Voting Representatives present at a duly called meeting of the Master Association at which a quorum is present. When the Master Association levies a Special Assessment, Owners of Parcels and/or Property Units not governed by any Sub-Association(s) shall remit payment directly to the Master Association, and otherwise each Sub-Association shall have the obligation to timely collect payment from Owners under its jurisdiction and remit same to the Master Association in the same manner as provided for Base Assessments in **§8.10** hereof. A Special Assessment may also be levied against all Parcels and /or Property Units in a Service Area, if such Special Assessment is for Service Area Expenses. A Parcel's and/or Property Unit's share of any Special Assessment shall be calculated in the same manner as the Base Assessment, except that a Special Assessment levied for a Service Area Expense shall be calculated in the same manner as the Service Area Assessment. The

Bylaws may further restrict the levying of Special Assessments, in any manner which does not conflict with this §8.6.

8.7 **Budgeting for Reserves**. The Board shall annually prepare reserve budgets for both Common Area (including any other area for which the Master Association has or assumes Maintenance or other responsibility) and Service Area purposes, which take into account: the number and nature of replaceable assets Maintained as a Common Expense or Service Area Expense, respectively; the expected useful life of each asset; and the expected repair or replacement cost of each asset. The Board shall set the required capital contributions for reserves in an amount sufficient to meet the projected needs of the Master Association as shown on the budgets, with respect both to amount and timing by annual Base Assessments or Service Area Assessments, as appropriate, over the budget period. So long as the Board exercises reasonable business judgment in determining the amount of the reserve funds, the amount shall be considered adequate. The Board may enter into agreements with the Declarant, on negotiated terms acceptable to Declarant, under which Declarant may obligate itself to provide reserve funds as needed on a "cash basis" in lieu of the Master Association funding reserve funds on an accrual basis; the Declarant shall not be obligated to enter into any such agreements.

8.8 **Specific Assessments**. The Board shall have the power to levy Specific Assessments against a particular Parcel and/or Property Unit constituting less than all Parcels and/or Property Units within the Committed Property, as follows:

8.8.1 To cover the costs, including but limited to, administrative and overhead costs of providing benefits, items, or services to a Parcel and/or Property Unit, or occupants thereof, upon request of the Owner pursuant to a menu of special services which the Board may from time to time authorize to be offered to Owners. Such Specific Assessments may be levied in advance of the provision of the requested benefit, item, or service as a deposit against the charges to be incurred by the Owner.

8.8.2 To cover costs incurred: in bringing a Parcel and/or Property Unit into compliance with the terms of the Master Association's Governing Documents or any applicable Neighborhood Governing Documents; or as a consequence of the conduct of the Owner of the Parcel and/or Property Unit (or their Permittees), provided the Board shall give the Owner of such Parcel and/or Property Unit prior written notice and an opportunity for a hearing, in accordance with the Bylaws, before levying a Specific Assessment under this §8.8.2.

8.8.3 The Master Association may also levy a Specific Assessment against any Sub-Association to reimburse the Master Association for costs incurred by the Master Association in exercising its power pursuant to §4.5 hereof due to the Sub-Association's failure to comply with any requirements set forth by the Master Association, or for costs incurred by the Master Association in bringing any real property under the Sub-Association's control or jurisdiction into compliance with the provisions of the Master Association's or Neighborhood's Governing Documents, provided the Board gives prior written notice to the Sub-Association and the Owner of such Parcel and/or Property Unit and an opportunity for the Sub-Association and such Owner to be heard before levying any such Specific Assessment.

8.8.4 The Declarant and its Affiliates have expended significant resources to establish the Wiregrass Ranch community under a unified plan of development, which includes,

but is not limited to, a unified plan of operating and maintaining Wiregrass Ranch that is vital to the welfare of the community and maintaining a high-quality standard of living within Wiregrass Ranch over the short-term and long-term life of the community. There may be, from time to time, Parcels and/or Commercial, Institutional, or non-residential Mixed-Use Property Units within the Committed Property which receive certain Maintenance, utilities, and/or services from a District, but which Parcels and/or Property Units are not within such District's jurisdiction and as such may not be subjected to the District's assessments and/or collections authority despite receiving such benefits. In such instances where a District determines that it is unable to assess and/or collect the allocated proportionate share of operation and maintenance expenses from such Parcels and/or Property Units for the benefits they receive, in order to prevent those Parcels and/or Property Units from paying a disproportionate share and receiving free and/or discounted Maintenance, utilities, and/or services, the Master Association may (subject to any Builder Agreements) levy a Specific Assessment against such Parcels and/or Property Units in an amount equivalent to the proportionate share that would otherwise be collected by the District for the received benefits. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Committed Property, acknowledges such Specific Assessments are necessary to prevent the other Owners within the Committed Property whom receive the same Maintenance, utilities, and/or services from the District from being harmed by incurring disproportionate shares of the operation and maintenance expenses, and to prevent the greater harm which would otherwise be caused to Wiregrass Ranch's unified plan of development and operation and maintenance. The Master Association shall not add any fees to any Specific Assessment(s) issued pursuant to this **§8.8.4**, despite its administration of the Assessment. All monies collected by the Master Association pursuant to Specific Assessments levied under this **§8.8.4** shall be remitted by the Master Association to the applicable District to be used for its operation and maintenance. Each Owner, by accepting a deed or other instrument conveying any interest in any portion of the Committed Property, acknowledges that the Wiregrass Ranch community as a whole has a substantial interest in each Owner paying its proportionate share of operation and maintenance expenses associated with all Maintenance, utilities, and/or services received by its Parcel(s) and/or Property Unit(s), and each Owner agrees to take no action - legal or otherwise - which would interfere with the Master Association's issuance and/or collection of Specific Assessments to be remitted to the District(s) as prescribed in this **§8.8.4**.

8.9 **Current Owners' Responsibility**. For any given Assessment, unless the Declarant otherwise opts (in its sole and absolute discretion) to reduce the Assessment to the Owners by payment of a subsidy pursuant to **§8.3.1** hereof, the non-exempt Owners of the Parcels and/or Property Units subject to the Assessment which hold Assessment Units (*i.e.* which hold assigned DRI Entitlements) as of the date of the Assessment, are responsible for one-hundred percent (100%) of the Assessment, to be divided in the manner provided in the Assessment and Voting Formula. Likewise, for any given Budget Deficit at the end of a fiscal year, unless the Declarant otherwise opts (in its sole and absolute discretion) to fund the Budget Deficit or the Master Association otherwise contracts for a subsidy pursuant to **§8.4** hereof, the non-exempt Owners of the Parcels and/or Property Units subject to the Assessment which hold Assessment Units (*i.e.* which hold assigned DRI Entitlements) as of the end of the applicable fiscal year, are responsible for one-hundred percent (100%) of the Budget Deficit, to be divided in the manner provided in the Assessment and Voting Formula and collected by a Special Assessment pursuant to **§8.6** hereof.

8.10 **Collection by Sub-Associations**. Unless the Master Association requires that an Assessment be remitted directly to it as provided in **§8.1** hereof, each Sub-Association shall have the

duty to collect all Assessment(s) imposed by the Master Association from the Owners of Parcels and/or Property Units subject to its jurisdiction. A Sub-Association shall timely remit to the Master Association the total collected Assessments for the Parcels and/or Property Units under the Sub-Association's jurisdiction. If a Sub-Association has not collected an Assessment from an Owner under its jurisdiction, it shall notify the Master Association of the name and address of such Owner. The Master Association shall be entitled to rely upon the information given by a Sub-Association regarding delinquencies, and each Owner agrees to hold harmless the Master Association from any and all claims which may arise from the Master Association's reliance upon mis-information given by a Sub-Association. The Master Association may (in its sole and absolute discretion) elect to pursue any action prescribed in **§8.11** hereof to obtain payment of all delinquent Assessments and/or other charges directly from an Owner. Subject to **§8.11.6** hereof, a Sub-Association(s) shall not be liable for any delinquent payments for Assessments owed by an Owner of a Parcel and/or Property Unit subject to its jurisdiction, unless such Sub-Association(s) itself is the delinquent Owner.

8.11 Monetary Defaults and Collection of Assessments.

8.11.1 Interest. If any Owner is in default in the payment of any Assessment for more than ten (10) Business Days after same is due, or in the payment of any other monies owed to the Master Association for a period of more than ten (10) Business Days after written demand (calculated from the date of mailing) by the Master Association, the Master Association may charge such Owner interest at the highest rate permitted by Applicable Law on the amount owed to the Master Association until it is paid. Such interest shall accrue from the initial due date of the Assessment or the monies owed.

8.11.2 No Acceleration of Assessments. The Master Association shall not have the right to accelerate any future Assessments and/or any future amounts of other monies owed or owing to the Master Association for the remainder of the same fiscal year due to an Owner's monetary default. A defaulted Owner shall continue to accrue liability for all Assessments and/or all other monies owed to the Master Association as such ordinarily become due during the fiscal year.

8.11.3 Collection. In the event any Owner fails to pay any Assessment within ten (10) Business Days after it is due or other monies owed to the Master Association within ten (10) Business Days after written demand (calculated from the date of mailing) by the Master Association - either directly or through Sub-Association(s) in cases where the Owner is subject to the jurisdiction of Sub-Association(s) and the Master Association has not required direct payment - the Master Association may take any action deemed necessary in order to collect such Assessment or monies owed including, but not limited to and without limitation: (**a**) retaining the services of a collection agency or attorney to collect such Assessments or monies owed, (**b**) initiating legal proceedings for the collection of such Assessments or monies owed, (**c**) recording a claim of lien as hereinafter provided, (**d**) enforcing and/or foreclosing its lien in the same fashion as mortgage liens are foreclosed, or (**e**) any other appropriate action. The Owner shall be liable to the Master Association for all costs, expenses, and fees incurred by the Master Association incident to the collection of any Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to and without limitation: reasonable Attorneys' Fees and Costs; reasonable administrative fees of the Declarant and/or the Master Association; and all sums paid by the Master Association for taxes and on account of any encumbrance, lien, and/or

mortgage in order to preserve and protect the Master Association's lien. The Master Association shall have the right to bid (by credit bid or otherwise) in the foreclosure sale of any lien foreclosed by it for the payment of any Assessments or monies owed to it. If the Master Association becomes the Owner of any Parcel and/or Property Unit by reason of such foreclosure, it shall offer such Parcel and/or Property Unit for sale within a reasonable time and shall deduct from the proceeds of such sale all Assessments or monies due to the Master Association as of the date of sale. All payments received by the Master Association on account of any Assessments or monies owed to it by any Owner shall be applied: first to payments and expenses incurred by the Master Association in its collections activities, then to interest on any amounts owed to it, then to any unpaid Assessments or monies owed to the Master Association in the inverse order that the same were due.

8.11.4 Lien for Assessment and Other Monies Owed to Master Association. The Master Association shall have a lien on all property owned by an Owner for any: (**a**) unpaid Assessments or other monies owed to the Master Association by such Owner; (**b**) interest on the unpaid amounts; and (**c**) all costs, expenses, and fees incurred by the Master Association incident to the collection of any Assessment or other monies owed to it, and the enforcement and/or foreclosure of any lien for same, including, but not limited to and without limitation: (**i**) reasonable Attorneys' Fees and Costs; (**ii**) reasonable administrative fees of the Declarant and/or the Master Association; and (**iii**) all sums paid by the Master Association for taxes and on account of any encumbrance, lien, and/or mortgage in order to preserve and protect the Master Association's lien. To give public notice of the unpaid Assessment or other monies owed, the Master Association may record a claim of lien in the County's official public records, stating the: description of the Parcel and/or Property Unit, name of the record Owner, amount then due, the initial due date, the applicable interest rate, and the Master Association's name and address. The lien shall become effective upon its recordation and shall continue in effect until all sums secured by it (including sums which became due after the recording of the claim of lien) have been fully paid. The claim of lien must be signed and acknowledged by an officer or agent of the Master Association. In addition to the Owner, a Mortgagee of the Parcel and/or Property Unit encumbered by a claim of lien shall be entitled to satisfy the lien. Upon payment in full of all sums secured by the lien, the person making the payment shall be entitled to a satisfaction of the lien in recordable form.

8.11.5 Transfer of a Parcel or Property Unit after Assessment. The Master Association's lien shall not be affected by the sale or transfer of any Parcel and/or Property Unit. In the event of any such sale or transfer, both the present Owner and the previous Owner shall be jointly and severally liable for all Assessments, interest, and other costs, expenses, and fees owed to the Master Association at the time of such sale or transfer, which are attributable to any Parcel and/or Property Unit purchased by or transferred to such present Owner. The previous and present Owners shall be jointly and severally liable regardless of whether a claim of lien was recorded prior to the sale or transfer.

8.11.6 Satisfaction of the Master Association's Liens; Subsequent Owners. In addition to the Owner, a Mortgagee of the Parcel and/or Property Unit encumbered by a claim of lien held by the Master Association shall be entitled to satisfy the lien. Upon payment in full of all sums secured by the lien, the person making the payment shall be entitled to a satisfaction of the lien in recordable form. In accordance with §720.3085, *Fla. Stat.*, and other Applicable Law, an Owner, regardless of how the property has been acquired (including, but not limited to and without limitation: by purchase at a foreclosure sale or by deed in lieu of foreclosure) is liable for all Assessments and/or other monies that come due while the Person is the Owner. The Owner's

liability for Assessments and/or other monies may not be avoided by waiver or suspension of the use or enjoyment of any Common Area or by abandonment of the Parcel and/or Property Unit upon which the Assessments are made. An Owner is jointly and severally liable with the previous Owner for all unpaid Assessments and/or other monies that came due up to the time of transfer of title. For the purposes of this **§8.11.6**, the term "previous Owner" shall not include a property owners' association that acquires title to a delinquent property through foreclosure or by deed in lieu of foreclosure. In such cases, the present Owner's liability for unpaid Assessments and/or other monies is limited to any unpaid Assessments and/or other monies that accrued before the association acquired title to the delinquent property through foreclosure or by deed in lieu of foreclosure. Notwithstanding anything to the contrary contained in this **§8.11.6**, 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 and/or Property Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments and/or other monies that became due before the mortgagee's acquisition of title, shall be the lesser of: (**a**) the Parcel's and/or Property Unit's unpaid common expenses and regular periodic or special Assessments (i.e. Base Assessments, Neighborhood Assessments, Service Area Assessments, Special Assessments, and Specific Assessments) and/or other monies that accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Master Association; or (**b**) one percent (1%) of the original mortgage debt or such higher amount required by the Master Association as may be allowed by Applicable Law. After the foregoing liabilities are extinguished or are otherwise uncollectable, the Master Association's lien or its rights to any lien for any remaining unpaid Assessments, interest, costs, expenses, fees or other monies owed to the Master Association, shall be satisfied by such remaining unpaid sums thereafter becoming Common Expenses collectible from all Owners within the Master Association.

8.12 Exempt and Partially Exempt Property.

8.12.1 The following portions of the Committed Property are exempt from the payment of any Assessments (including, but not limited to and without limitation, Base Assessments, Neighborhood Assessments, Service Area Assessments, Special Assessments, and Specific Assessments):

(a) Any property which has not been assigned DRI Entitlements.

(b) Any property owned by or leased to the Master Association.

(c) Common Areas.

(d) Neighborhood Common Areas.

(e) Institutional Property Units used solely for one or more public purpose(s), unless otherwise agreed by the Owner of such Institutional Property Unit.

(f) Any portion of the Committed Property conveyed to, or dedicated to and accepted by, any (**i**) Government Authorities, or (**ii**) any utility provider for the purpose of providing utilities. For the purposes of this **§8.12.1(f)**, for any property which holds DRI Entitlements, only those portions of such property owned or dedicated to a utility provider which are actively used for

the provision of utilities shall be exempt from the payment of Assessments, and such exemption shall only be to the extent the usage of such portions for the provision of utilities reduces the property's usage of its DRI Entitlements.

(g) Lands designated as public Parks, lakes, or which are used in the Drainage Areas or the Surface Water Management System.

(h) All portions of the Committed Property designated for recreational use and owned by the Master Association, the County, any District, or Government Authorities.

(i) Any portions of the Committed Property owned by the County or any District.

In addition, Declarant and the Master Association, shall each have the right (but not the obligation) to grant full or partial exemptions to: houses of worship, schools, and/or other Property Units owned by and used by Persons qualifying for tax exempt status under §501(c) of the Internal Revenue Code.

8.12.2 Notwithstanding anything contained or implied to the contrary in this Master Declaration, except for public Streets: (**a**) no real property dedicated to or otherwise owned by the County shall be subject to this Master Declaration or any Assessments, and (**b**) no real property dedicated to or otherwise owned by the Pasco County School District shall be subject to any Assessments.

8.13 Equestrian Center. Currently there is not any plan to include an equestrian center on the Committed Property. However, should an equestrian center be constructed on any part of the Committed Property, such equestrian center and related facilities (including, but not limited to, barns, buildings, clubhouse, equipment storage, pastures, snack bars, stables, and other similar Improvements related thereto) within the Committed Property would provide green space and aesthetic benefits to all Owners. In the event an equestrian center is operated and Maintained and: (**a**)(**i**) open only to all Owners, it shall be a Common Expense and included in the Base Assessment, or (**ii**) open only to less than all Owners, it shall be a Service Area Expense subject to Service Area Assessments; and/or (**b**) open to the public, the operating and Maintenance costs of such Recreational Facility shall offset by reasonable user fees. The applicable Amendment or Supplement that submits property for use as an equestrian center and related facilities to the Master Association's Governing Documents, if any, shall further adjust, modify, or waive Assessments as reasonably necessary to provide for the operation and Maintenance of the equestrian center.

8.14 Capitalization of Master Association. Upon acquisition of record title to a Parcel and/or Property Unit by the first Owner thereof other than the Declarant or a Builder, a contribution shall be made by or on behalf of the purchaser to the working capital of the Master Association in an amount equal to one-sixth ($1/6^{th}$) of the annual Base Assessment for such Parcel and/or Property Unit for that fiscal year (assuming it is assessed for a Base Assessment in the same manner as other Parcels or Property Units for the existing fiscal year of the Master Association). This amount shall be in addition to, not in lieu of, the Parcel's and/or Property Unit's annual Base Assessment for the existing fiscal year, and shall not be considered an advance payment of such

Base Assessment. This amount shall be disbursed to the Master Association at closing for use in covering operating and Maintenance expenses, and other expenses, incurred by the Master Association pursuant to its Governing Documents.

8.15 Assessment and Voting Formula. The Assessment and Voting Formula shall be utilized to determine a Parcel's and/or Property Unit's number of Assessment Units, and its resulting share of any Assessments or its resulting number of votes for any vote. The initial Assessment and Voting Formula is attached hereto as **Exhibit "G."** Due to the ongoing development of the Committed Property, as well as the likelihood that the composition of the Committed Property will change over time (not only as the property submitted to the Committed Property, but also as to the composition of the various land use types within the Committed Property), every Owner by taking title to a Parcel and/or Property Unit within the Committed Property acknowledges and agrees that the Board may amend the Assessment and Voting Formula as it determines in its sole discretion to be reasonably necessary to reflect the current composition of the Committed Property, and to ensure that the shares of any Assessments and the number of votes attributable to each Parcel and/or Property Unit are reasonably related to that Parcel's and/or Property Unit's status within the Committed Property. An amendment to the Assessment and Voting Formula shall require minimum two-thirds (2/3) vote of the Board, and during the Declarant's Control Period shall be subject to the Declarant's consent (which may be withheld in Declarant's sole and absolute discretion). No amendment may change the allocation between residential and non-residential, which allocation shall remain fifty-percent (50%) each. Any amendment to the Assessment and Voting Formula shall not be effective until it is recorded in the County's official public records as an Amendment or Supplement to this Master Declaration.

ARTICLE IX
TAXES AND INSURANCE

9.1 Taxes. The Master Association shall pay as a Common Expense all real and personal property taxes and Assessments for any non-exempt property owned and/or Maintained by the Master Association, unless such obligations are otherwise assumed by others.

9.2 Insurance. The Master Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance if reasonably available, or if not reasonably available the most equivalent coverages as are reasonably available (if any):

9.2.1 Hazard Insurance. Blanket property insurance covering "risks of direct physical loss" on a "special form" basis (or comparable coverage by whatever name denominated) for all insurable Improvements on the Common Areas or other areas (if any insurable Improvements exist), to the extent that it has assumed responsibility for Maintenance, repair, and/or replacement in the event of a casualty, and regardless of whether the Master Association owns such area(s). Additionally, the Master Association shall have the authority to, and interest in, insuring any privately or publicly owned property for which the Master Association has Maintenance, repair, and replacement responsibility. For example, by way of illustration only and not as a limitation, any insurable Improvements on or related to: easements, Medians, parks, rights-of-way, and walkways, which the Master Association is obligated to Maintain, repair, and replace. If such coverage is not generally available at reasonable costs, then "broad form" or other coverages may be substituted. Unless the Board using its best business judgment determines otherwise, all property insurance policies obtained by the Master Association shall have policy limits sufficient to cover the full

replacement cost of the insured Improvements (under current building ordinances and codes), and a deductible in such reasonable amount as the Board may determine. The Master Association shall also have the discretion to self-insure against any risk by maintaining a reasonable reserve. The Master Association may also obtain property insurance on the insurable Improvements within any Service Area in such amounts and with such coverages as the Board may determine in its business judgment.

9.2.2 **Liability Insurance**. Comprehensive General Liability Insurance protecting the Master Association (and the Declarant as an additional insured during the Declarant's Control Period) (and their duly authorized agents, directors, employees, officers, and representatives) from claims for bodily injury, death, or property damage, which provides for coverage in such amounts and with such deductibles as determined by the Board in its business judgment. Notwithstanding the foregoing, in no event shall such coverages be lower than $2,000,000.00 per occurrence and $4,000,000.00 general aggregate.

9.2.3 **Workers Compensation Insurance**. Workers compensation insurance and employer's liability insurance, which provides for coverage in such amounts and with such deductibles as determined by the Board in its business judgment, and in accordance with Applicable Law.

9.2.4 **Fidelity Bonds**. Blanket fidelity bonds for anyone who handles or is responsible for funds held or administered by the Master Association, in an amount determined by the Board in its business judgment.

9.2.5 **Officers and Directors Insurance**. Officer and director liability insurance protecting the Board's: Board Members, officers, committee members, and/or members of boards appointed by the Board, if available, from claims arising out of their conduct while acting in their respective official capacities, which provides for coverage in such amounts and with such deductibles as determined by the Board in its business judgment to be required or beneficial for the protection of the foregoing Persons.

9.2.6 **Other Insurance**. Such other forms of insurance and coverages and in such amounts and with such deductibles as the Board in its business judgment shall determine to be required or beneficial for the protection or preservation of the Common Areas and any Improvements now or hereafter located thereon, or as may be otherwise in the best interests of the Master Association or its Members, or as may be required by Applicable Law.

9.2.7 **Service Area Insurance**. Any time a Service Area is created, unless otherwise provided in the Amendment or Supplement creating such Service Area, if applicable, all Owners within such Service Area shall name the Master Association as an additional insured under any casualty policy of insurance which provides coverage for any property for which the Master Association is responsible as part of the Service Area. In addition, the Master Association may obtain additional insurance (e.g. Flood Insurance) at the expense of the Owners within the Service Area if it feels the coverage otherwise maintained is insufficient. All Owners subject to this **§9.2.7** shall timely provide the Master Association with a certificate of insurance which names the Master Association as an additional insured on such policies, any time the Owner acquires, changes, or renews such policies, and shall further assist the Master Association with any efforts by the Master

Association to obtain further confirmation from the insurer(s) (e.g. an additional insured policy endorsement, or letter of acknowledgment).

9.2.8 **Insurance Premiums**. Premiums for all insurance carried by the Master Association shall be a Common Expense and shall be included in the Base Assessment, except that: (**a**) premiums for property insurance obtained on behalf of a Service Area shall be charged to the Owners of the Parcels and/or Property Units within the benefitted Service Area as a Service Area Assessment; and (**b**) premiums for insurance on Exclusive Common Areas shall be included in the Service Area Assessment of the Service Area(s) benefitted unless the Board reasonably determines that other treatment of such premiums is more appropriate.

9.2.9 **Cancellation Notice**. To the extent possible, all insurance purchased by the Master Association must include a provision requiring as much advance written notice as is possible to the Master Association before the insurance can be canceled or the coverage reduced for any reason, and in no event shall the Master Association consent to shorter notice periods than those established by Chapter 627, *Fla. Stat.*

9.2.10 **Deductible**. Any deductible or exclusion under the Master Association's insurance policies shall be reasonably determined by the Board and shall be a Common Expense (or, as applicable, a Service Area Expense) at such time as a claim is made against its insurance policy by the Master Association, unless the Master Association maintains a reserve fund for same. However, if the Board reasonably determines, after notice and an opportunity to be heard, that the loss is a result of the negligence or intentional misconduct of one (1) or more Owners (and/or their Permittees) then the Board may by Specific Assessment collect the full amount of such deductible against such Owner(s) and the corresponding Parcel(s) and/or Property Unit(s).

9.3 **Policy Requirements**. To the extent reasonably available at reasonable costs and terms, all insurance policies carried by the Master Association shall:

(a) Be written with a company whose primary business is providing insurance coverage, which is authorized to conduct business in the State of Florida, and which satisfies the requirements of the FHLMC, the Federal National Mortgage Association, or such other secondary mortgage market agencies or federal agencies as the Board deems appropriate;

(b) Be written in the name of the Master Association as trustee for the benefitted parties. Policies on the Common Areas shall be for the benefit of the Master Association and its Members, any Person which owns such Common Area if other than the Master Association, and mortgagees (as a class), as their interests may appear. Policies on Exclusive Common Areas or Service Areas, secured by the Master Association shall be for the benefit of the Master Association and Owners of Parcels and/or Property Units within the Service Area to which the Exclusive Common Area is assigned or the Service Area, respectively, and their mortgagees (as a class), as their interests may appear;

(c) Not be brought into contribution with insurance purchased by Owners (and/or their Permittees), or their Mortgagees;

(d) Provide a waiver of subrogation as to any claims against: the Master Association's agents, Board (and its Board Members, officers, committee members, and/or members of boards appointed by the Board), employees, and Members; and the Owners (and their Permittees); and

(e) Contain a provision vesting in the Board exclusive authority to adjust losses; provided, however, no Institutional Mortgagee having an interest in such losses may be prohibited from participating in the settlement negotiations, if any, related to the loss.

9.4 Damage and Destruction.

9.4.1 Immediately after damage to or destruction of all or part of the Committed Property or Improvements covered by insurance written in the name of the Master Association and/or for the benefit of the Master Association, the Board or its duly authorized agent shall file all insurance claims and obtain reliable and detailed estimates of the costs of repair or reconstruction. "Repair or reconstruction," as used in this paragraph means repairing or restoring the property to substantially the condition in which it existed prior to the damage, allowing for necessitated changes or improvements due to changes in applicable building codes.

9.4.2 Any damage to or destruction of all or part of the Common Areas shall be repaired or reconstructed, unless Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing at least seventy-five percent (75%) of the total Class "A" votes in the Master Association and the Class "B" Member, if any, decide within sixty (60) Business Days after the loss not to repair or reconstruct. If the damage is to an Exclusive Common Area or to an Improvement which is the subject of a Service Area Expense, any decisions not to restore the damaged improvements shall require the approval of at least seventy-five percent (75%) of the Owners of the Parcels and/or Property Units in the affected Service Area. No Mortgage holder shall have the right to participate in any determination of whether damage or destruction to Common Areas, Exclusive Common Areas, or Improvements subject to Service Area Expenses, shall be repaired or reconstructed.

9.4.3 If either the insurance proceeds or reliable and detailed estimates of the cost of repair or reconstruction, or both, are not available to the Master Association within the sixty (60) Business Day period set forth in **§9.4.2** hereof, then the period shall be extended until such funds and/or information are available. However, such extension shall not exceed sixty (60) additional Business Days.

9.4.4 If in accordance with **§9.4.2** hereof it is determined that damage or destruction shall not be repaired or reconstructed, and no alternative Improvements are authorized in its place, the affected property shall be cleared of all debris and ruins and thereafter shall be Maintained by the Master Association in a neat and attractive, landscaped condition consistent with the Wiregrass Ranch Standard.

9.4.5 Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by and for

the benefit of the Master Association or the Service Area, as applicable, and placed in a capital improvements account.

9.4.6 If insurance proceeds received, after application of any applicable deductible, are insufficient to cover the costs of repair or reconstruction, the Board may without a vote of Neighborhood Voting Representatives or Members, as applicable, levy Special Assessments to cover the shortfall against those Owners responsible for the premiums for the applicable insurance coverage.

9.5 Condemnation and Eminent Domain. In the event of any condemnation and/or eminent domain proceedings against all or a portion of any Master Association owned property, the disposition of proceeds of any award shall be retained by the Master Association, which shall treat the same as insurance proceeds in the manner described in **§9.4** hereof.

ARTICLE X
DECLARANT'S RIGHTS

10.1 Declarant's Rights. The Declarant hereby reserves to itself, and the Owner of each Parcel and/or Property Unit hereby agrees by acceptance of a deed of conveyance thereto, that the Declarant shall have the following rights without limitation or qualification or the necessity of consent or approval by the Master Association, Members, Owners, or any other Person, until such time as the Declarant causes to be recorded in County's official public records a Certificate of Termination of Interest (as described in **§10.2** hereof), unless earlier terminated as provided in this **§10.1**:

10.1.1 The Declarant shall have the right (but not the obligation) to plat, re-plat, or withdraw any area from any platted area of the Committed Property, provided that the Declarant owns the property or obtains the written consent of the Owner(s) of the property which is being platted, re-platted, or withdrawn from a plat. The Declarant shall also have the right to convert a Parcel and/or Property Unit it or an affiliate owns to Common Area.

10.1.2 The Declarant shall have the right (but not the obligation) to dispense pesticides and herbicides, in accordance with all Applicable Law, throughout the Common Areas and all other portions of the Committed Property, exclusive of Neighborhoods.

10.1.3 The Declarant shall have the right (but not the obligation) to assign, convey, or transfer, in whole or in part, either temporarily or permanently, any easements reserved or granted in favor of the Declarant either in this Master Declaration or within other instruments recorded in the County's official public records.

10.1.4 The Declarant shall have the right (but not the obligation) of final approval for all Amendments or Supplements of this Master Declaration, and all amendments or supplements of the Master Association's other Governing Documents, until the expiration of the Declarant's Control Period.

10.1.5 The Declarant shall have the right (but not the obligation) to correct, inspect, Maintain, monitor, redesign, repair, replace, and/or test any Improvement or condition which may exist on any portion of the Committed Property (including, but not limited to and

without limitation, Parcels and/or Property Units), if and only if the Owner(s), applicable Sub-Association(s), and Master Association all fail to timely do so. This right includes, but is not limited to and without limitation, wherever any Improvement is built on any Parcel and/or Property Unit which is in violation of this Master Declaration, the right to enter in and upon the Parcel and/or Property Unit where such violation exists and summarily to abate or remove same. For Parcel(s) and/or Property Unit(s) contained within Neighborhoods governed by a Sub-Association(s), the Declarant's rights provided by this **§10.1.5** shall be limited and interpreted as coextensive with the Master Association's rights as provided elsewhere in the Master Association's Governing Documents. Any action taken by Declarant (or its designees) pursuant to this **§10.1.5** shall be at sole expense of the Owner(s) of the subject Parcel and/or Property Unit, including, but not limited to and without limitation: (**a**) the actual costs of the abatement, (**b**) reasonable Attorneys' Fees and Costs; and (**c**) reasonable administrative fees of the Declarant. This right of Declarant shall include, without limitation: a perpetual, non-exclusive easement of access throughout the Committed Property to the extent reasonably necessary to exercise such rights. Except in the case of an emergency, such entry onto a developed portion of the Committed Property shall only be after reasonable notice to the Owner(s) of the subject Parcel and/or Property Unit, and after the expiration of an applicable cure period, if any. No entry into an enclosed building or structure shall be permitted without such Owner's prior written consent and/or authorized by Court order. Nothing in this **§10.1.5** shall be deemed to relieve Owner(s) of the responsibility for the Maintenance and repair of its Parcel(s) and/or Property Unit(s).

10.1.6 The Declarant shall have the right (but not the obligation) to maintain an easement for construction staging purposes across any Common Area, Parcel, and/or Property Unit owned by the Declarant, any Affiliate, and/or the Master Association. In the event the Declarant desires to burden property not owned by any of the foregoing Persons with such easements for staging, the Declarant may maintain such easements only with the consent of the affected Owner(s) (which consent shall not be unreasonably withheld).

10.1.7 Subject to Applicable Law and any Builder Agreements, the Declarant (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) shall have a right of access and use of an easement over and upon all of the Common Areas for the purpose of constructing, installing, and making such Improvements to the Common Areas as Declarant deems appropriate (in its sole and absolute discretion), so long as Declarant or any Affiliate owns any portion of the Wiregrass Ranch DRI/MPUD. The Master Association shall not take any action – legal or otherwise - which impacts the ability of the Declarant and/or affiliates (or their successors or assigns) to carry out to completion its development plans and related construction activities for Wiregrass Ranch and the Wiregrass Ranch DRI/MPUD, as such plans may be amended and updated from time to time. Subject to any Builder Agreements, each Person that acquires any interest in the Committed Property acknowledges and agrees that the Wiregrass Ranch DRI/MPUD is a master-planned community or planned unit development, the development and completion of which is likely to extend over many years, and agrees not to appeal, challenge, protest, sue, or otherwise object to any: (**a**) changes in uses or density of any property within the DRI (whether inside or outside the Committed Property), and/or (**b**) changes in the Wiregrass Ranch DRI/MPUD, the Development Order, or the MPUD Conditions of Approval/Resolutions, adopted by the County, as they relate to property within or outside the Committed Property. Notwithstanding the foregoing, if a third-party challenges any section, subsection, sentence, clause, or provision of the Wiregrass Ranch DRI/MPUD, the Development Order, or the MPUD Conditions of Approval/Resolutions,

adopted by the County, and the challenged portion is subsequently declared illegal or invalid, the DRI/MPUD shall not be suspended and shall remain in full force and effect except for that portion declared illegal or invalid. If any such section, subsection, sentence, clause or provision is declared illegal or invalid as the result of a third-party challenge, the Master Developer shall cooperate with the County to appropriately amend the portion which has been declared invalid or illegal.

10.1.8 The Declarant shall have the right to enter into, alter, or amend any agreements between the Declarant and the County, any Government Authorities, the District, any Builder, any Parcel Developer, any utility provider, and/or other Person necessary or desirable to develop Wiregrass Ranch and the Wiregrass Ranch DRI/MPUD.

10.1.9 Subject to any Builder Agreements, the Declarant shall have the right (but not the obligation) to establish Communication Services in the Committed Property, including but not limited to and without limitation, installing and/or Maintaining the foregoing, entering into agreements or causing the Master Association to enter into agreements for the installation or Maintenance, and entering into bulk services agreements associated therewith. With respect to the provision of such services within Neighborhoods governed by a Sub-Association(s), the rights provided by this **§10.1.9** shall be subject to the agreement and/or consent of the applicable Sub-Association(s).

10.1.10 No Person shall use "Wiregrass" or "Wiregrass Ranch" in: the name of any building or any business or enterprise, any printed or promotional material, or any logo or depiction, without the Declarant's prior written consent (which consent may be granted or withheld in the Declarant's sole and absolute discretion). However, Owners may use "Wiregrass" and/or "Wiregrass Ranch" in printed or promotional material where such term is used solely to specify that the particular property is located within Wiregrass Ranch, and where it is located within Wiregrass Ranch.

10.1.11 Notwithstanding anything contained in this Master Declaration to the contrary, subject to Applicable Law the Declarant shall have the right to retain control of the Master Association in accordance with the Governing Documents, or until such earlier time as is determined by the Declarant (in the Declarant's sole and absolute discretion). In the event the Declarant shall enter into any agreements for the benefit of the Master Association and/or its Members and Owners, the Declarant may (at its option) assign its obligations under such agreements to the Master Association, and in such event the Master Association shall be required to accept and assume such obligations.

10.1.12 Any or all of the rights and obligations of the Declarant set forth in the Master Association's Governing Documents, may (in Declarant's sole and absolute discretion) be transferred in whole or in part to other Persons. No such transfer shall be effective unless it is in a written instrument signed by the Declarant and recorded in County's official public records. The foregoing shall not preclude the Declarant from permitting other Persons to exercise, on a one-time or limited basis, any right reserved to the Declarant in the Governing Documents where the Declarant does not intend to transfer such right in its entirety. In such case, it shall not be necessary to record any written assignment unless necessary to evidence the Declarant's consent to such temporary exercise. The Master Association or the Declarant, respectively, may from time to time delegate any and all of their respective discretion, duties, powers, and/or rights provided in the Governing Documents to such agents, designees, and/or employees as they may determine.

10.1.13 The Declarant (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) may carry on, construct on, maintain on, and use on portions of the Common Area and other property the Declarant or any Affiliate owns (whether or not part of the Committed Property), such facilities and activities as (in Declarant's sole and absolute discretion) may be convenient, incidental, and/or required for the construction, development, marketing, rental, and/or sale of Parcel's and/or Property Units. The Declarant (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) shall have easements over the Common Area for access to and for carrying on, construction, maintenance, and use of such facilities and activities. The facilities and activities provided in this **§10.1.13** include, but are not limited to and without limitation: construction field offices; business offices; exterior lighting features or displays; flags (whether hung from flag poles or attached to a structure); holding or sponsoring events; model units; parties; promotional social functions; sales offices; signs; sponsored special events for charitable, marketing, philanthropic, or political purposes; and such other events as may be deemed appropriate by the Declarant. For example, by way of illustration and not as a limitation, the rights and easements provided in this **§10.1.13** for facilities and activities include: parking vehicles in designated parking areas on the Streets and in or on such other areas as determined by the Declarant (in its sole and absolute discretion); leasing Parcels and/or Property Units; providing overnight accommodations to prospective purchasers; during the course of development of Wiregrass Ranch and the Wiregrass Ranch DRI/MPUD, using portions of the Common Area for temporary storage and for facilitating construction on adjacent property; and constructing, installing, and making such Improvements to the Common Area as Declarant deems appropriate (in its sole and absolute discretion). If using the rights and easements provided in this **§10.1.13** for facilities and activities results in additional costs to the Master Association, the Declarant shall reimburse the Master Association for such reasonable costs. The Declarant shall not be obligated to pay any use fees, rent, or similar charges for its use of Common Area or other property pursuant to this **§10.1.13**.

10.1.14 The rights of the Declarant (and its duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) to use the Common Area provided in this **§10.1** shall be enforceable by injunction, by any other remedy in law or equity, and/or by the terms of this Master Declaration. No Person shall record any additional conditions, covenants, restrictions, easements, or similar instrument affecting any portion of the Common Areas or property owned by Declarant or its Affiliates, without the Declarant's review and written consent (which may be granted or withheld in Declarant's sole and absolute discretion). Declarant's right of review and consent shall include, but is not limited to and without limitation, any Neighborhood Governing Documents which attempt to further encumber any of the Common Areas or property owned by Declarant or its Affiliates. The Declarant's rights provided in this **§10.1.14** to review and approve Neighborhood Governing Documents which attempt to further encumber any of the Common Areas or property owned by Declarant or its Affiliates, shall be in addition to the rights provided in **§4.3** hereof. Any attempted recordation without the consent required by this **§10.1.14** shall result in such instrument being void and of no force and effect unless subsequently approved by a written consent executed by the Declarant and recorded in the County's official public records.

10.1.15 No Person shall retain an expert for the purpose of non-emergency inspections of the construction and/or design any structures or Improvements within the Committed Property, in connection with or in anticipation of any potential or pending claim,

demand, or litigation involving such construction and/or design, unless the Declarant, Parcel Developer, and any Builder involved in the construction and/or design have been first given: no less than thirty (30) Business Days (calculated from the date of mailing) written notice, and a reasonable opportunity to: (**a**) meet with the Person to discuss the Person's concerns, and (**b**) at the Declarant's, Parcel Developer's, and/or Builder's election a reasonable opportunity to conduct their own inspection. For emergency inspections and/or repairs, the Person shall give reasonable notice of such emergency activities to the Declarant, Parcel Developer, and any involved Builder, and provide them a reasonable opportunity to inspect such activities; however, such emergency activities shall not be subject to delay at the request of the Declarant, Parcel Developer, and/or any involved Builder. The procedures provided by this **§10.1.15** are intended to precede any activities and/or inspections pursuant to Chapter 558, *Fla. Stat.* Each Person acknowledges that failure to comply with this **§10.1.15** shall result in any evidence gathered during any non-noticed inspections and/or repairs being inadmissible in any action and/or proceeding against the Declarant, Parcel Developer, and/or any involved Builder.

10.1.16 The Declarant reserves the right to modify and amend the Development Order, the Master Development Plan, the MPUD Master Plan, and/or the MPUD Conditions of Approval/Resolutions (with respect to the Committed Property and other lands subject thereto) from time to time and in its sole and absolute discretion. The Declarant shall not be required to follow any predetermined order of Improvement and/or development within Wiregrass Ranch or the Wiregrass Ranch DRI/MPUD. The Declarant shall have the full power to add to, subtract from, or make changes in the Development Order, the Master Development Plan, the MPUD Master Plan, and/or the MPUD Conditions of Approval/Resolutions, or in any Owner or development plans for Parcels and/or Property Units, regardless of the fact that such actions may alter the relative voting strength of the Neighborhood Voting Representatives of and in the Master Association. To the extent any Builder Agreement is inconsistent with this **§10.1.16**, the Declarant's rights in this **§10.1.16** shall be subject to the Builder's (or its successor's or assign's) prior written consent (which consent shall not be unreasonably withheld).

10.1.17 This **Article X** may not be amended without the written consent of the Declarant, so long as the Declarant has any rights under this **Article X**, and rights created in this **Article X** shall survive any termination of this Master Declaration; provided, however, that rights contained in this **Article X** each shall only terminate upon the earlier of: (**a**) seventy-five (75) years from the Effective Date hereof; (**b**) upon the Declarant causing to be recorded in County's official public records a Certificate of Termination of Interest (as described in **§10.2**) releasing any or all such rights; or (**c**) the Declarant and all Affiliates no longer owning any property within the Total Property or the Wiregrass Ranch DRI/MPUD.

10.2 Certificate of Termination of Interest. Notwithstanding anything in the Master Association's Governing Documents to the contrary, the Declarant may (in its sole and absolute discretion) at any time hereafter, elect to give up and terminate any of the rights reserved to the Declarant in the Master Association's Governing Documents. Such election shall be evidenced by the Declarant executing and recording in the County's official public records an instrument entitled "Certificate of Termination of Interest," which specifies with particularity which rights reserved to the Declarant are being terminated. The language of any such Certificate of Termination of Interest shall be limited to its express terms, and shall not be construed in any manner which broadens the rights terminated beyond the express language (with any ambiguities of such termination being resolved in favor of the Declarant retaining the rights in question). Unless terminated in a like

manner, all other rights reserved to the Declarant in this Master Declaration shall remain in full force and effect in accordance with their terms. Notwithstanding the foregoing, no Certificate of Termination of Interest shall be construed to terminate Declarant's obligations, if any, which vested prior such Certificate of Termination of Interest being recorded.

ARTICLE XI
ENFORCEMENT

11.1 Non-monetary Defaults. In the event of a violation by any Member, Owner, and/or Sub-Association (other than the non-payment of any Assessments or other monies) of any of the provisions of the Master Association's Governing Documents, or any approvals, licenses, permits, or other instruments that may be applicable to the Committed Property from time to time, the Master Association shall notify the Member, Owner, or Sub-Association of the violation by written notice. If such violation is not cured as soon as practicable, but in any event within fifteen (15) Business Days (calculated from the date of mailing) after such written notice - or if the violation is not capable of being cured within such fifteen (15) day period, if the Member, Owner, and/or Sub-Association fails to commence the cure within such fifteen (15) day period and diligently proceed to completely cure as soon as reasonably possible - the Master Association may, at its option:

11.1.1 Specific Performance or Injunction. Commence an action for specific performance or a mandatory injunction to enforce the performance on the part of the Member, Owner, and/or Sub-Association, or for such other equitable relief as may be necessary or appropriate under the circumstances, including injunctive relief. Each Owner irrevocably and unconditionally agrees that the Master Association will suffer irreparable harm unless equitable relief is granted, and the Master Association shall be entitled such relief without posting any bond; and/or

11.1.2 Damages. Commence an action to recover damages or any other legal remedy; and/or

11.1.3 Corrective Action. Take any and all action reasonably necessary to correct such violation, which action may include, but is not limited to and without limitation: removing any Improvement for which approval has not been obtained, performing any Maintenance required to be performed by this Master Declaration, and/or requiring any Member, Owner, and/or Sub-Association (at their own expense(s)) to perform the foregoing; and/or

11.1.4 Fines; Sanctions; Self-Help. Impose sanctions for violations of the Master Association's Governing Documents in accordance with procedures adopted by the Master Association, and subject to Applicable Law, including, but not limited to: (**a**) monetary fines pursuant to **§5.18** hereof, which shall constitute a lien upon the violator's Parcel and/or Property Unit; (**b**) suspending the right to vote and to use any Common Areas including, but not limited to, any Recreational Facilities within the Common Areas; (**c**) exercising self-help to cure the violations; (**d**) suspending any services it provides to the Parcel and/or Property Unit of any Owner or Member who is more than thirty (30) days delinquent in paying any Assessment or other charges due to the Master Association; and/or (**e**) any other actions it deems to be appropriate. However, nothing in this **§11.1.4** shall be construed to: authorize limiting ingress or egress to or from a Parcel and/or Property Unit and/or parking therefore, and/or authorize limiting use of the Drainage Areas for

purposes of surface water management - unless the violation is of the terms of such uses and applicable permits.

11.1.5 **Expenses**. Charge all costs, expenses, and/or fees incurred by the Master Association in connection with the correction of any violation, or the commencement and prosecution of any action against any Member, Owner, and/or Sub-Association, including, but not limited to and without limitation: (**a**) any incurred costs and fees for third-parties to investigate and/or correct the violation, (**b**) reasonable Attorneys' Fees and Costs; and (**c**) reasonable administrative fees of the Master Association. These charges shall be a Specific Assessment assessed against the Parcel and/or Property Unit and payable by the Member, Owner, and/or Sub-Association, as applicable, and shall be due upon written demand by the Master Association and collectible as any other Specific Assessment under **Article VIII** or this **Article XI**.

11.2 **Permittees to Comply with Master Association's Governing Documents**. All Owners are subject to the terms and conditions of the Master Association's Governing Documents. All Owners' Permittees using any portion of the Committed Property shall be subject to the terms and conditions of the Master Association's Governing Documents, as though such Persons were Owners. Each Owner agrees to cause the Owner's Permittees to comply with the Master Association's Governing Documents, and is responsible and liable for all violations and losses caused by such Persons notwithstanding the fact that such Persons are also fully liable for any violation of the Master Association's Governing Documents. In the event that an Owner's Permittee violates a provision of the Master Association's Governing Documents, the Master Association shall have the same rights against such Person as are provided herein against an Owner in consideration for such Person's permitted use of the Committed Property.

11.3 **No Waiver**. Neither the Declarant's nor the Master Association's failure to insist upon strict performance or object to an Owner's or other Person's failure to comply with the Master Association's Governing Documents, or to enforce any condition, covenant, provision, and/or right which may be granted by the Master Association's Governing Documents, shall not in any way constitute or be deemed a waiver by the Declarant or the Master Association (or any other Person having an interest in such compliance and/or enforcement) of that Owner's or other Person's requirement and obligation to abide by the Master Association's Governing Documents, or the Declarant's and/or Master Association's rights to enforce such condition, covenant, provision, and/or right in the future (either for that specific non-compliance or a similar non-compliance by different Person(s)). Any waiver of compliance with the Master Association's Governing Documents, if any, must be in writing and executed by the Declarant or the Master Association, as applicable, and must expressly identify the particular requirements and/or obligations which are being waived. Any such written waiver of any provision of the Master Association's Governing Document may be canceled or withdrawn at any time by the party giving the waiver (in its sole and absolute discretion), and without the consent of the Person(s) which held the waiver.

11.4 **Rights Cumulative**. All privileges, remedies, and rights granted to the Declarant and/or Master Association pursuant to any conditions, covenants, provisions, and/or terms of the Master Association's Governing Documents shall be deemed to be cumulative. Neither the exercise of any one (1) or more privilege, remedy, and/or right shall be deemed to constitute an election of remedies, nor shall it preclude the Declarant and/or Master Association from exercising the same or such additional privileges, remedies, and rights as may be granted to them or as may be available to them at law or in equity.

11.5 **Enforcement By Others**. In addition to the Declarant's and/or Master Association's enforcement rights, any Owner and/or Sub-Association shall have the right to bring an action to enforce the Master Association's Governing Documents against any Person violating or attempting to violate any provisions therein, by way of restraining the violation or otherwise compelling compliance. However, no Owner or Sub-Association shall be entitled to recover damages (excepting any consequential, bodily injury, and/or property damages suffered by the Owner and/or Sub-Association), or to enforce any lien created by this Master Declaration or any Amendment or Supplement, resulting from a violation or non-compliance. The prevailing party in any action brought by an Owner and/or Sub-Association pursuant to this **§11.5** shall be entitled to recover its reasonable Attorneys' Fees and Costs.

11.6 **Estoppel Certificate as to Default**. Upon request by any Member, Owner, or an Institutional Mortgagee holding a Mortgage encumbering any Parcel and/or Property Unit, the Master Association shall execute and deliver a written "**Estoppel Certificate**" as to whether or not such Member, Owner, and/or any applicable Sub-Association(s) having jurisdiction over the Parcel and/or Property Unit, is in default with respect to payment of any Assessments or other monies owed to the Master Association, or with respect to compliance with any terms and provisions of the Master Association's Governing Documents.

11.7 **Declarant's Rights**. So long as the Declarant or any Affiliate owns any portion of the Committed Property, the Declarant shall have the same rights to enforce the terms of the Master Association's Governing Documents, and any licenses, permits, or other instruments that may be applicable to the Committed Property from time to time as are granted to the Master Association in this **Article XI**.

11.8 **Enforcement by SWFWMD**. The SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Master Declaration and any Amendments and Supplements which relate to the Maintenance, operation, repair, and replacement of the Surface Water Management System.

ARTICLE XII
INDEMNIFICATION

12.1 **Indemnification and Defense of Directors, Officers, and other Agents of the Board**. As limited in this **§12.1**, the Master Association shall indemnify, defend, and hold harmless any Person from and against any liability, when the Person was or is a party or is threatened to be made a party, to any contemplated, pending, or threatened action or proceeding (whether civil or criminal) by reason of the fact that such Person is or was the Master Association's: director, officer, committee member, member of a board appointed by the Board, and/or direct employee (expressly meaning to exclude any agents hired by the Master Association to perform services and/or provide goods, e.g., a management company and its employees). Such Persons shall not be personally liable for any mistake of judgment - negligent or otherwise - or with respect to any contract or other commitment made or action taken, which was made in good faith on behalf of the Master Association, and the Master Association shall indemnify, defend, and hold harmless such Persons from any liability and reasonable expenses actually incurred which results from such conduct. This indemnity, defense, and hold harmless obligation includes all costs, expenses, and fees incurred by the Person incident to an action or proceeding, but not limited to and without limitation: (**a**) damages claimed against the Person; (**b**) fines levied against the Person; (**c**) judgments entered

against the Person; (**d**) reasonable Attorneys' Fees and Costs; and (**e**) settlement amounts actually and reasonably incurred by the Person (provided the Master Association was given reasonable written notice of, an opportunity to participate in, the settlement). For any civil action or proceeding, this indemnity, defense, and hold harmless obligation only applies if the Person's alleged conduct was performed in good faith and in a manner the Person reasonably believed to be in, or not opposed to, the best interest of the Master Association. For any criminal action or proceeding, this indemnity, defense, and hold harmless obligation only applies if either: the Person is adjudicated not guilty; the Person had no reasonable cause to believe the alleged conduct was unlawful; or upon such Person being adjudicated guilty of gross negligence (or an equivalent or lesser *mens rea*) in the performance of the Person's duty to the Master Association, then only to the extent the Board determines that despite the guilty adjudication in view of all the circumstances of the case such Person should fairly and reasonably be indemnified (and in such cases only for such expenses which the Board shall deem proper). This indemnity, defense, and hold harmless obligation only applies to the extent the Person remains personally liable, and shall be deemed waived if the Person fails to participate in good faith in the defense of the liability (e.g. waiver will occur if the Person enters into any "Mary Carter" Agreements, "Snapp" Agreements, "Gallagher" Agreements, "High-Low" Agreements, "Litigation-Loan" Agreements, Claims Assignment Agreements, and/or any other agreement whereby the Person seeks to limit and/or avoid her/his own personal liability in a manner adverse to the Master Association's interests). This indemnity, defense, and hold harmless obligation shall not be construed to require the Master Association to reimburse any insurance company or surety claiming subrogation for any fees and/or costs incurred in defending the Person under an insurance policy or bond. Any costs, expenses, and fees incurred pursuant to this **§12.1** in defending any Person in a civil or criminal action or proceeding which are expended by the Master Association under a reservation of rights and in advance of the final disposition of such action or proceeding, shall be reimbursed by the Person to the Master Association if a Court ultimately determines that the Person was not entitled to defense and/or indemnification of the subject action or proceeding pursuant this **§12.1**.

12.1.1 The indemnification, defense, and hold harmless rights provided by this **§12.1** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Applicable Law, Articles, Bylaws, any agreement, any vote of Neighborhood Voting Representatives, or otherwise. The indemnification, defense, and hold harmless rights provided by this **§12.1** shall: (**a**) continue as to any Person who has ceased to hold the position, but only for claims, causes of action, and/or other such liabilities which accrued during the period in which s/he held the position; and (**b**) shall inure to the benefit of the administrators, executors, and/or heirs of such Person to the same extent as would otherwise be held by the Person if still alive.

12.1.2 The Master Association shall have the power (but not the obligation) to purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, member of a board appointed by the Board, and/or agent or employee of the Master Association, or is or was serving at the request of the Master Association as a director, officer, committee member, member of a board appointed by the Board, and/or agent or employee of another corporation, joint venture, partnership, trust, or other enterprise, against any liability asserted against the Person arising out of any such capacity – regardless of whether the Master Association would have the obligation or power to indemnify the Person against such liability under the provisions of this **§12.1**.

12.2 Indemnification, Defense, and Hold Harmless by Owners. Each Owner shall indemnify, defend, and hold harmless the Master Association (and its directors, officers, committee members, member of a board appointed by the Board, and/or agents and employees) from and against any damages, expenses, and other liabilities which they may incur as a result of such Owner's (and/or its Permittees') failure to comply with the Master Association's Governing Documents, including but not limited to and without limitation: (**a**) any incurred costs and fees for third-parties to investigate and/or correct the violation, (**b**) reasonable Attorneys' Fees and Costs; and (**c**) reasonable administrative fees of the Master Association.

ARTICLE XIII
MISCELLANEOUS PROVISIONS

13.1 Assignment of Declarant's Duties, Obligations, and Rights to Master Association. The Declarant may at any time assign, delegate, and/or transfer to the Master Association all or any portion of the Declarant's duties, interest, obligations, rights, and/or title created by the Master Association's Governing Documents. It is understood that the Master Association has been formed as a master property owners association in order to effectuate the intent of the Declarant for the proper development, management, and operation of the Committed Property. Wherever in this Master Declaration the Declarant and/or the Master Association are given the duty, obligation, and/or right to approve, collect, demand, give notice, enforce, sue, waive, and/or take any other action or grant any relief or perform any task, such action may be taken by either the Declarant or the Master Association until such time as the Declarant has recorded a Certificate of Termination of Interest as to such duty, obligation, or right. Thereafter, any such terminated duty, obligation, or right of the Declarant shall be administered solely by the Master Association, unless otherwise assigned or transferred by the Declarant.

13.2 Treated Effluent. It is intended that the disposal of treated effluent shall be accommodated in all reasonably permissible ways, consistent with all Applicable Law, on the Common Areas. Disposal methods may include, but are not limited to and without limitation, spray irrigation and percolation systems. Appropriate areas within Wiregrass Ranch such as the buffers, greenbelts, landscape areas, Recreational Facilities, Streetscapes, and other suitable and permissible areas may be used for disposal for treated effluent by the applicable utilities serving Wiregrass Ranch, subject to all limitations or restrictions imposed by Declarant and Applicable Law. Notwithstanding the foregoing, any irrigation services provided to the Common Areas shall be subject to **Article XV** hereof.

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

13.4 Term of this Master Declaration; Termination. All of the foregoing conditions, covenants, easements, provisions, reservations, restrictions, and terms of this Master Declaration shall run with the land and continue and remain in full force and effect at all times as against all Owners, their successors, heirs or assigns, regardless of how the Owners acquire title, for a period of seventy-five (75) years from the Effective Date hereof, unless within such time, the Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing ninety-eight percent (98%) of

the total Class "A" votes in the Master Association execute a written instrument declaring a termination of this Master Declaration and record such instrument in the County's official public records. After the initial seventy-five (75) year period, unless sooner terminated as provided in this **§13.4**, these conditions, covenants, easements, provisions, reservations, restrictions, and terms shall be automatically extended for successive periods of ten (10) years each, unless and until the Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing at least two-thirds (2/3) of the total Class "A" votes in the Master Association execute a written instrument declaring a termination of this Master Declaration and record such instrument in the County's official public records. Any termination of this Master Declaration shall be effective on the date the instrument of termination is recorded in the County's official public records; provided, however, that no termination shall be effective unless approved in writing and signed by the Declarant during such time as the Declarant or any Affiliate owns any portion of the Total Property. Notwithstanding the foregoing in this **§13.4**, so long as Florida law recognizes the rule against perpetuities, if any of the provisions of this Master Declaration are unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants, as of the Effective Date, of Barack Obama, President of the United States, as of the Effective Date.

13.5 **Amendments and Supplements of this Master Declaration**. Subject to Applicable Law and any Builder Agreements, until the expiration of the Declarant's Control Period (or until such earlier date as the Declarant records a Certificate of Termination of Interest of its right to unilaterally amend and supplement this Master Declaration), the Declarant may unilaterally amend and supplement this Master Declaration by executing and recording an Amendment or Supplement in the County's official public records. Such Amendment and/or Supplement may impose additional conditions, covenants, easements, provisions, reservations, restrictions, and/or terms on the Committed Property or portions thereof. This Master Declaration may also be amended or supplemented at any time upon the approval of Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing at least two-thirds (2/3) of the total Class "A" votes in the Master Association, as evidenced by the recording an Amendment or Supplement executed by the President and Secretary of the Master Association; provided, however, that during the Declarant's Control Period, if no Certificate of Termination of Interest of its rights to unilaterally amend and supplement this Master Declaration has been executed by the Declarant and recorded in the County's official public records, no Amendment or Supplement shall be effective without the Declarant's express written consent and joinder (which may be withheld in the Declarant's sole and absolute discretion). No Amendment, Supplement, or termination of this Master Declaration shall be construed to permit modification or termination of any easement created in this Master Declaration without the consent of one-hundred percent (100%) of the holder(s) of such easement. Any Amendment or Supplement may create exceptions to, supplement, or otherwise modify the provisions of this Master Declaration as it applies to the property which is the subject of such Amendment or Supplement, in order to reflect the different character and intended use of such property. Notwithstanding the foregoing, no Amendment or Supplement to this Master Declaration may amend **§13.18** hereof or any other provision which expressly subjects itself to Builder Agreements, without the consent of all affected Builder(s) (which consent shall not be unreasonably withheld). The master planned community contemplated by this Master Declaration - including any portion of the Additional Property or other real property which may be submitted to this Master Declaration - includes or will include a variety of development types, values, and uses, and may thereby necessitate

differing conditions, covenants, easements, provisions, reservations, restrictions, and terms as may be desirable to reflect such things as the different character, the various housing or community style characteristics, commercial uses, mixed-uses, or development approaches being implemented, all of which may be significantly at variance with other portions of the Committed Property.

13.6 Dedication to the Public. The Common Area may not - and in some cases shall not - be owned by the Master Association. The Declarant shall have the sole and absolute right at any time, without necessity of approval by the Master Association, to dedicate to the County, the District, or other appropriate Government Authorities, all or any part of the Common Area as well as any other portion of the Committed Property deemed appropriate by the Declarant (in its sole and absolute discretion). Such dedication will not relieve the Master Association from the obligation to Maintain the Improvements located in the dedicated property, where such Improvements will not be Maintained at the expense of the general public, the County, the District, or the applicable Government Authorities. Further, in the event the Declarant or the Master Association elects for the Master Association to establish as a Common Expense a higher level of Maintenance than that budgeted by the County, the District or other appropriate Government Authorities for such dedicated property, the dedication shall not relieve the Master Association from its prior election to establish as a higher level of Maintenance as a Common Expense. The rights created in this **§13.6** are separate and distinct from the Declarant's right to convey or caused to be conveyed to the Master Association such portions of the Committed Property as the Declarant may elect (in its sole and absolute discretion) and which Master Association is obligated to accept.

13.7 Governing Law, Jurisdiction, and Venue. The construction, enforcement, and validity of the Master Association's Governing Documents shall be determined according to the laws of the State of Florida. The exclusive jurisdiction and venue of any action or suit brought in connection with the Master Association's Governing Documents shall be in the State Circuit Court in and for Pasco County, Florida. Any Owner, by taking title to any property within the Committed Property, and any Builder, by conducting its business activities within the Committed Property, hereby agrees that neither (**a**) shall any action or suit brought in connection with the Master Association's Governing Documents, or with any of the Owner's and/or Builder's activities arising out of or related to the Committed Property, be filed in Federal Court, nor (**b**) shall any such action or suit which is brought in State Court be removed or attempted to be removed to Federal Court, unless such filing in or removal to Federal Court is consented to in writing by the Master Association, and the Declarant (so long as Declarant or any Affiliate or Other Land Owner owns any portion of the Wiregrass Ranch DRI/MPUD). In the event any action or suit is brought by or against Owners who constitute all of the members of a specific Sub-Association, such action or suit may be brought or defended by such Owners in the name of their Sub-Association, and any process, service of filings, notices of proceedings, or other application to any court or judge thereof that is served directly upon such Sub-Association in connection therewith shall be binding upon all such Owners for all purposes without the necessity of individual service to the Owners. However, this **§13.7** shall not be construed to permit any Sub-Association to seek affirmative relief as a class representative of its Owners without fully complying with the standing requirements of §718.111(3), *Fla. Stat.*, and Rule 1.221, *Fla. R. Civ. P.*

13.8 Invalidation; Severability. In the event any provision or term (or part thereof) of the Master Association's Governing Documents is determined by an appropriate judicial authority to be illegal or otherwise invalid, such provision or term (or part thereof) shall be given its nearest valid legal meaning in accordance with Applicable Law. The invalidation of any provision or term (or part

thereof) shall not be construed to affect or modify the validity of such provision or term (or part thereof) - or other provisions or terms (or parts thereof) - elsewhere in the Master Association's Governing Documents absent a similar judicial determination as to the specific context used. Notwithstanding an invalidation of any provision or term (or part thereof), the remainder of the Master Association's Governing Documents shall remain in full force and effect, and where necessary by without giving effect to such invalidated provision or term (or part thereof).

13.9 **Automatic Deletion or Amendment**. In the event that any provisions or terms are invalidated as described in **§13.8** hereof, after the conclusion of all appeals such provision or term shall automatically be deemed to be deleted or amended, as the case may be, as necessary in order to comply with the court's determination. Any final judgment which amends or modifies any of the Master Association's Governing Documents due to invalidation, shall be recorded in the County's official public records.

13.10 **Usage**. In construing the Master Association's Governing Documents, the singular shall be held to include the plural, the plural shall be held to include the singular, the use of any gender shall be held to include every other and all genders.

13.11 **Conflict**. In resolving any conflict between the Master Association's Governing Documents, the controlling order of descending precedence shall be: this Master Declaration, the Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, the Assessment and Voting Formula, and the Design Review Manual.

13.12 **Notice**. Any notice or demand to be given to or served upon any Member, Owner, Neighborhood Voting Representative, and/or other Persons under the provisions of the Master Association's Governing Documents shall be in writing and (**a**)(**i**) delivered by hand, (**ii**) delivered through the United States mail, postage prepaid, certified or registered, return receipt requested, (**iii**) delivered through a nationally recognized overnight delivery service, such as FedEx, which provides proof of delivery, or (**iv**) delivered electronically (i.e., fax or e-mail) with confirmation of receipt as to fax transmission only. Or, if notice is given by a method other than the foregoing, it shall be deemed to be given and received when done in writing and delivered to and received by the Person to whom it is addressed. Such deliveries shall be sent to last known mailing address, fax number, and/or e-mail address) of the Person who appears as the Member, Owner, or Neighborhood Voting Representative on the Master Association's records at the time of such mailing.

It is agreed that, if any Person is represented by legal counsel, such legal counsel is authorized to deliver notice directly to the other Person on behalf of his or her client, and the same shall be deemed proper notice hereunder if delivered in the manner hereinabove specified.

Any Person subject to the Master Association's Governing Documents may, at any time by giving three (3) days written notice to the Master Association, designate any other address, fax number, and/or e-mail address in substitution of the foregoing contact information, to which such notice shall be given, and any other parties to whom copies of all notices hereunder shall be sent.

Notwithstanding the lack of actual receipt by the addressee, any notice or demand that may be given hereunder shall be deemed complete (notwithstanding the lack of actual receipt by addressee) (**b**)(**i**) three (3) days, after depositing any such notice or demand in the United States mail with proper postage affixed thereto, certified or registered, return receipt requested, or (**ii**) on the

next business day after deposit (prior to the deadline for delivery on such business day) with a nationally recognized overnight delivery service which provides evidence of delivery, or (**iii**) upon hand-delivery to the appropriate address as herein provided during normal business hours, or (**iv**) on the date of transmission if by electronic means if transmitted before 5:00 p.m. Tampa, Florida time on a business day, and on the next business day if transmitted after 5:00 p.m. Tampa, Florida time or on a non-business day.

13.13 Computation of Time. Whenever the Master Association's Governing Documents make reference to a time period which begins on or lasts for a time "within," "from," "following," or "after" a certain date, it is expressly understood and agreed that the words "within," "from," "following," and "after" do not imply or impute the word "including" so that no such time frames shall include such date.

13.14 Date for Performance. If the time period by which any act required under the Master Association's Governing Documents must be performed, expires on a Saturday, Sunday, or national holiday, then such time period shall be automatically extended through the close of business on the next day that is not a Saturday, Sunday, or national holiday. All time periods contained in the Master Association's Governing Documents that are measured in days shall be measured in calendar days unless otherwise expressly provided herein.

13.15 Third-Parties. Except as otherwise expressly provided, the Master Association's Governing Documents shall not be deemed to confer in favor of any third-parties any rights whatsoever as third-party beneficiaries, with the Declarant intending by the provisions hereof to confer no such benefits or status unless otherwise provided in the Master Association's Governing Documents.

13.16 Attorneys' Fees and Costs. The prevailing party in any dispute arising out of the Master Associations' Governing Documents shall be entitled to reasonable Attorneys' Fees and Costs, in addition to all other relief granted or awarded by the presiding authority.

13.17 Headings. Descriptive headings are for convenience only and shall not control or affect the meaning or construction of any provision of the Master Association's Governing Documents.

13.18 Savings Clause; Vested Rights Contained in a Builder Agreement. To the fullest extent possible under the Applicable Law, the Master Association's Governing Documents shall be construed so as to not conflict with any provision of a Builder Agreement. In the event a patent conflict exists between a provision of any Master Association Governing Document and a provision of a Builder Agreement, then the Builder Agreement shall control. The exercise by a Builder of any such vested contractual right(s) in patent conflict with a Master Association Governing Document shall not be construed so as to provide any other Builder(s) with any equivalent rights that are in conflict with the Master Association's Governing Documents.

13.19 Interpretation. The Declarant, the Master Association, the Other Land Owners, and any others joining and consenting to this Master Declaration, acknowledge and agree that each has been given the opportunity to independently review this Master Declaration with legal counsel, has agreed to the particular language of the provisions hereof and has fully participated in the drafting of this Master Declaration. In the event of any ambiguity in or dispute regarding the interpretation of any provision of this Master Declaration, such dispute shall not be resolved by any rule of

construction providing for interpretation against the party who causes the ambiguity, or against the drafter. The Declarant, the Master Association, the Other Land Owners, and any others joining and consenting to this Master Declaration, agree that in the event of ambiguity or dispute regarding the interpretation of this Master Declaration, the Master Declaration will be interpreted as if each participated in the drafting hereof.

ARTICLE XIV
RIGHTS OF LENDERS

14.1 **Notices of Action**. An institutional holder, insurer, or guarantor of a first Mortgage that provides a written request to the Master Association (such request must state the name, mailing address, and email address of such holder, insurer, or guarantor as well as the street address of the Parcel and/or Property Unit to which its Mortgage relates; thereby becoming an "**Eligible Holder**"), will be entitled to timely written notice of:

(a) Any condemnation loss or any casualty loss that affects any Parcel and/or Property Unit on which there is a first Mortgage held, insured or guaranteed by such Eligible Holder, and/or any a material portion of the Committed Property or that affects its Parcel(s) and/or Property Unit(s);

(b) Any delinquency in the payment of Assessments or charges owed by a Parcel and/or Property Unit subject to the Mortgage of such Eligible Holder, where such delinquency has continued for a period of sixty (60) days, or any other violation of the Master Association's Governing Documents relating to such Parcel and/or Property Unit (or the Owner or occupant thereof) which is not cured within sixty (60) days;

(c) Any cancellation, lapse, or material modification of any insurance policy maintained by the Master Association; and/or

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

14.2 **Special FNMA/FHLMC Provision**. So long as required by the Federal National Mortgage Association (aka "Fannie Mae") and/or the Federal Home Loan Mortgage Corporation (aka "Freddie Mac"), the provisions in this **§14.2** shall apply in addition to, and not in lieu of, the other provisions in the Master Association's Governing Documents. Unless at least two-thirds (2/3) of the then current Eligible Holders in the total Committed Property, or the Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing at least two-thirds (2/3) of the total Class "A" votes of the Members in the Master Association eligible to vote thereon, and the Declarant (so long as it or any Affiliate owns any portion of the Committed Property), consent, the Master Association shall not:

By act or omission seek to abandon, encumber, partition, sell, subdivide, and/or transfer all or any portion of the real property comprising the Common Area owned directly or indirectly by the Master Association; provided, however, the granting of easements for utilities or other similar

purposes consistent with the intended use of the Common Area shall not be deemed a sale or transfer within the meaning of this **§14.2(a)**;

(a) Change the method of determining the Assessments, dues, obligations, or other charges that may be levied against an Owner of a Parcel and/or Property Unit; provided, however, a decision (including contracts) by the Board or the provisions of any declaration subsequently recorded on any portion of the Committed Property regarding Assessments for Service Areas or other similar areas shall not be subject to this **§14.2(b)** where such decision or subsequent declaration is otherwise authorized by this Master Declaration;

(b) By act or omission abandon, change, or waive any scheme of regulations or enforcement, pertaining to architectural design, exterior appearance, or Maintenance of Parcels and/or Property Units and the Common Area; provided, however, the issuance and amendment of the Use Restrictions, Rules, and Regulations, and/or Design Review Manual shall not constitute an abandonment, change, or waiver within the meaning of this **§14.2(c)**;

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

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

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

14.3 Condominiums; Other Provisions for First Lien Holders. If any portion of the Committed Property is subject to a Condominium form of ownership, then so long as required by the Federal National Mortgage Association (aka "Fannie Mae") and/or the Federal Home Loan Mortgage Corporation (aka "Freddie Mac"), the provisions in this **§14.3** shall apply in addition to, and not in lieu of, the other provisions of the Master Association's Governing Documents:

(a) **Restoration or Repairs**. Any restoration or repair of the Committed Property and/or Improvements thereon after a partial condemnation or damage due to an insurable hazard shall be performed substantially in accordance with this Master Declaration and the original plans and specifications therefore, unless approval to deviate is obtained by at least fifty-one percent (51%) of the then current Eligible Holders in the total Committed Property; and

(b) **Termination**. Any election to terminate the Master Association shall require the approval of at least fifty-one percent (51%) of the then current Eligible Holders in the total Committed Property.

(c) **Amendments to Documents**. The following restrictions in this **§14.3(c)** do not apply to: amendments or supplements to the Master Association's Governing Documents not expressly included in this **§14.3(c)**; termination of the Master Association pursuant to **§14.3(b)** hereof; or to the addition or withdrawal of land in accordance with **Article III**. The approval of at least fifty-one percent (51%) of the then current Eligible Holders in the total Committed Property shall be required to materially amend, in any nature which may be adverse to Eligible Holders, any provisions of the Master Association's Governing Documents, or to add any materially adverse provisions thereto that establish, govern, provide for, or regulate any of the following:

(i) voting;

(ii) Assessments, Assessment liens, or subordination of such liens;

(iii) reserves for Maintenance, repair, and/or replacement for the Common Area;

(iv) insurance or fidelity bonds;

(v) rights to use the Common Area;

(vi) responsibility for Maintenance and repair of property in the Committed Property;

(vii) expansion or contraction of the Committed Property, or otherwise the addition, annexation, or withdrawal of property to or from the Master Association's jurisdiction;

(viii) boundaries of any Parcels and/or Property Unit;

(ix) leasing of Parcels and/or Property Units;

(x) imposition of any right of first refusal or similar restriction of the right of any Owner to sell, transfer, or otherwise convey its Parcel(s) and/or Property Unit(s);

(xi) establishment of self-management by the Master Association where professional management has been required by any Eligible Holder; or

(xii) any provisions included in the Master Association's Governing Documents that are for the express benefit of holders, guarantors, or insurers of first Mortgages on Parcels and/or Property Units.

14.4 **No Priority**. No provision of the Master Association's Governing Documents gives, or shall be construed as giving, any Owner or other party priority over any rights of the first Mortgagee of any Parcel and/or Property Unit in the event of distribution to such Owner of insurance proceeds for losses to, or condemnation awards for a taking of, the Common Area.

14.5 **Failure of Mortgagee to Respond**. Any Mortgagee who receives a written request – by certified or registered mail, return receipt requested - from the Master Association to respond or consent to any action shall be conclusively deemed to have approved such action if the Master Association does not receive a written response to the contrary from the Mortgagee no later than sixty (60) days from the request (calculated from the date of mailing of the request).

14.6 **Notice to Master Association**. Upon request, each Owner shall be obligated to timely furnish to the Master Association the name and address of the holder of any Mortgage encumbering such Owner's Parcel and/or Property Unit.

14.7 **Exculpatory Provision**. Notwithstanding the foregoing provisions in this **Article XIV**, all Eligible Holders unconditionally and irrevocably acknowledges and agrees that neither the Master Association, nor its agents, employees, directors, officers, managers, or other representatives, shall be liable to any Eligible Holders for any costs, damages, or expenses it may suffer or incur as a direct or indirect result of the Master Association's failure to give any notice or take any other action(s) required by this **Article XIV**, unless a court of competent jurisdiction determines by clear and convincing evidence that the failure was the result of gross negligence, intentional misconduct, or willful misfeasance or malfeasance (or an equivalent *mens rea* as any of the foregoing).

14.8 **Construction of this Article XIV**. Nothing contained in this **Article XIV** shall be construed or deemed to reduce the percentage vote that must otherwise be obtained under the Master Association's Governing Documents or Applicable Law for any of the acts set out in this **Article XIV**.

14.9 **Deletion or Lessening of Requirements; Amendments**. Should the Federal National Mortgage Association (aka "Fannie Mae") or the Federal Home Loan Mortgage Corporation (aka "Freddie Mac") subsequently delete or modify any of its respective requirements that necessitated the inclusion of the provisions of this **Article XIV**, to eliminate such requirements or to make any such requirements less stringent, the Board, without approval of the Owners or Mortgagees, may record an Amendment or Supplement to this **Article XIV** to reflect such deletions or changes.

ARTICLE XV
SMART IRRIGATION SERVICES

15.1 **The Smart Irrigation System; Generally**. The Wiregrass Community Development District, together with the Declarant, Affiliates, and the Other Land Owners (and possibly with additional Districts created in the future), has implemented, or will implement, a system for the exclusive provision and sale of irrigation water and smart irrigation services within the Committed Property (the "**Smart Irrigation System**"). The Smart Irrigation System shall include the provision of irrigation water, moisture sensors, and other irrigation efficient equipment and systems to reduce the dependency upon limited available groundwater resources. Declarant and the Other Land Owners have determined the Smart Irrigation System is desirable as the most cost

effective and environmentally sustainable method to irrigate Wiregrass Ranch. The Smart Irrigation System increases irrigation water reliability by adding supplemental groundwater supplies in the Committed Property to ensure adequate water is available to meet irrigation demands. Further, the Smart Irrigation System can be centrally controlled to optimize water supply with irrigation demands. The Declarant and the Other Land Owners recognize that properties that use smart irrigation systems provide more efficient irrigation, minimize overwatering, and substantially save more water than conventional timer-controlled irrigation systems. Smart irrigation systems apply water only as necessary to maintain required soil moisture rather than being based on a fixed, periodic schedule as is typical of non-smart, timer-controlled irrigated systems. Further, the Smart Irrigation System obviates the need for individual metering of each single-family property Owner, saving those customers and the system as a whole the costs associated with meter reading, maintenance, testing, and repair.

15.2 **Participation Required; Inclusion in Purchase Agreements**. Each Person, by accepting a deed or other instrument conveying any interest in any portion of the Committed Property, acknowledges that participating in the Smart Irrigation System is mandatory and all irrigation for any property within the Committed Property (i.e. Common Areas, Neighborhood Common Areas, Parcel(s), and/or Property Units) shall be provided exclusively by the Smart Irrigation System. Further, all Builders and/or Parcel Developers shall include within any purchase agreement and/or contract for their sale of any portion of the Committed Property to a subsequent Owner, provisions which expressly require that all irrigation services are to be provided exclusively by the District(s)' Smart Irrigation System, and which expressly refers the purchaser to this **Article XV** for the purchaser's duties and obligations pertaining to the Smart Irrigation System.

15.3 **Charges for Smart Irrigation System Services**. The applicable District which operates the Smart Irrigation System shall be entitled to charge rates directly to its customers for the Smart Irrigation System services. The applicable District shall annually adopt a resolution that includes applicable schedules of charges for the different customer classifications and sub-classifications and may provide for particular charges for particular uses within each classification, including connection fees. The applicable District shall be responsible for the issuance to, and collection from, the Master Association, Sub-Association(s), and Owners, of all charges associated with the Smart Irrigation System services provided to their respective properties (i.e. Common Areas, Neighborhood Common Areas, Parcel(s), and/or Property Units); except as any such charges may be otherwise collected by the Master Association pursuant to **§8.8.4** hereof.

15.4 **Prohibition of Unauthorized Connections and Private Irrigation Wells**. No Person (exclusive of Declarant, the District(s) which operate the Smart Irrigation System, any Affiliate, and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), shall seek, directly or indirectly, a well construction permit or install any water well, on such Person's property (i.e. Common Areas, Neighborhood Common Areas, Parcel(s), and/or Property Unit(s)), and no Person may use any other irrigation services within the Committed Property except those provided by the applicable District. Any water well (exclusive of those owned and/or controlled by the Declarant, the District, any Affiliate, and/or their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) installed within the Committed Property prior to the availability of Smart Irrigation Services from the applicable District, shall upon the availability of Smart Irrigation Services from the applicable District to the property serviced by such well, be properly abandoned in accordance with Applicable Law at the property owner's sole cost

and expense. Further, no Person shall connect to the Smart Irrigation System without the express written permission or consent of the applicable District.

15.5 Maintenance of Smart Irrigation System. The Master Association, Sub-Association(s), and each Owner shall be responsible for Maintaining the portions of the Smart Irrigation System on, under, and/or within their respective properties (i.e. Common Areas, Neighborhood Common Areas, Parcel(s), and/or Property Unit(s)), including sprinkler heads, valves, and waterlines, but excluding: the smart irrigation controller, soil moisture sensors, and meters, which such excluded equipment shall be owned and Maintained by the applicable District (or its authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, successors-in-title, or other applicable third-parties with whom the applicable District engages by contract) regardless of whether such equipment is attached to any Improvements within such Person's property. Maintenance by the property owner to repair any damaged sprinkler heads, valves, or water lines shall commence within five (5) days of the notice of the occurrence of the irrigation service being inoperable or not fully functionally as a result of the failure or damage to the sprinkler heads, valves, or water lines located on, under, or within an such Person's property (i.e. Common Areas, Neighborhood Common Areas, Parcel(s), and/or Property Unit(s)). All repairs required to be performed by property owners pursuant to this **§15.5** shall be completed within fourteen (14) days of the loss of or reduction in irrigation services, or when the repairs cannot reasonably be completed within such period the Person shall commence repairs within such period and continue thereafter in an expeditious manner until completion. Further, the property owner may engage the Maintenance services of any irrigation services provider to repair any damaged sprinkler heads, valves, or water lines. In the event that the property owner does not timely commence and complete a repair, the applicable District may levy a penalty (in accordance with Applicable Law) for each day that the Smart Irrigation System is inoperable or otherwise in disrepair.

15.6 Easements to Serve the Smart Irrigation System. The Declarant and the Other Land Owners joining and consenting to this Master Declaration – as well as any other land owner (including, but not limited to and without limitation, the Declarant or any Affiliate) who may in the future submit other property to this Master Declaration as part of the Committed Property - hereby grants in favor of the Declarant (to the extent the Declarant is not the grantor over certain property) and the District(s) which operate the Smart Irrigation System (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title), perpetual, non-exclusive easements throughout the Committed Property for: (**a**) the installation, ongoing Maintenance, and repair or replacement of any and all Smart Irrigation System equipment, including the smart irrigation controller located on any Improvement; (**b**) the repair of any gateways, internet connections, and/or pressure sustaining valves and equipment servicing the Smart Irrigation System; (**c**) access for and installation of cable services and electrical power servicing the Smart Irrigation System; (**d**) access during reasonable hours for the installation, Maintenance, and repair or replacement of irrigation water distribution or delivery lines and equipment; and (**e**) access during reasonable hours for the reading of any meters related to the provision of irrigation services. Recognizing that portions of the Smart Irrigation System will be located on, under, and/or within Persons' properties, where reasonably practical (and where the context so allows), the use of the easements provided in this **§15.6** shall be kept within any and all Streets (whether existing or proposed) and/or any other non-exclusive utility easements dedicated by any Person to the public or to any specific utility provider. For the purposes of this **§15.6**, "reasonable hours" shall mean Monday through Saturday between 8:00 am and 5:30 pm local Tampa time; provided, however, in the event of an emergency "reasonable hours" shall include any time

after attempting to give reasonable notice to the affected Person(s). In the event the easements provided in this **§15.6**, prove inadequate to effectuate the Smart Irrigation System services for any property (i.e. Common Area, Neighborhood Common Area, Parcel, and/or Property Unit), or portion thereof: the owner of such property shall be obligated to assist the Declarant in perfecting any and all revisions to such easements as may be necessary to cure such defects. The easements provided in this **§15.6** are intended to be cumulative with any other easements provided in this Master Declaration which may also be utilized in support of the Smart Irrigation System. Neither the Declarant, nor the applicable District (nor their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) shall have any liability for any damage, or other liability, resulting from the exercise of their rights under this **§15.6** unless such damage, or other liability, directly (not vicariously) arises from such Person's gross negligence, or bad faith or malicious purpose or conduct in a manner exhibiting wanton and willful disregard of human rights, safety, or property (and in the case of the District any such liability shall be limited pursuant to §768.28, *Fla. Stat.*).

15.7 **Indemnification, Defense, and Hold Harmless by Owners**. Each property owner shall indemnify, defend, and hold harmless the Declarant and/or the applicable District (and their duly authorized agents, assigns, designees, directors, employees, licensees, officers, representatives, successors, and successors-in-title) from and against any damages, expenses, and other liabilities arising out of or related to any dangerous conditions (whether known, unknown, or foreseeable, and regardless of fault) on such Person's property and which damages, expenses, and other liabilities result out of Declarant's and/or the applicable District's (and/or their duly authorized agents', assigns', designees', directors', employees', licensees', officers', representatives', successors', and/or successors-in-title's) use of the Smart Irrigation System easements provided in **§15.6** hereof, including but not limited to and without limitation: reasonable Attorneys' Fees and Costs.

15.8 **Survival**. This **Article XV** may not be amended without the written consent of the Declarant and the District(s) (which operate the Smart Irrigation System) (or theirs successors or assigns) and the rights created in this **Article XV** shall survive any termination of this Master Declaration.

IN WITNESS WHEREOF, Declarant, with the joinder and consent of the Other Land Owners, Contract Vendees, and Mortgagees having any ownership interest in the Committed Property, and the Wiregrass Ranch Master Association, Inc., has caused this Master Declaration to be executed on the Effective Date.

{END OF TEXT}

{SIGNATURES COMMENCE ON FOLLOWING PAGE}

"**Declarant**"

LOCUST BRANCH, LLC, a Florida limited liability company

J. Michael Gramling, Manager

Signed and delivered in the presence of:

Witness

Printed Name

Witness

Printed Name

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 23rd day of September, 2015, by J. Michael Gramling, as Manager of Locust Branch, LLC, on behalf of the company. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

CHERYL JORDAN
Commission # FF 029281
Expires July 5, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Stamp

Signature of Notary

Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

JOINDER AND CONSENT OF OTHER LAND OWNERS

The undersigned, each being the Owner of a portion of the Committed Property described in this Master Declaration, hereby consent to and join in this Master Declaration for the purposes of submitting the portion of the Committed Property the undersigned own to all of the conditions, covenants, easements, limitations, provisions, restrictions, and terms thereof, including the easements reserved, created, or conveyed by or to the Declarant, or otherwise, therein.

"Other Land Owner"

FLYCATCHER ENTERPRISES, LLC, a Florida limited liability company

J. Michael Gramling, Manager

Signed and delivered in the presence of:

Witness

Printed Name

Witness

Printed Name

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 23rd day of September 2015, by J. Michael Gramling, as Manager of Flycatcher Enterprises, LLC, on behalf of the company. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

CHERYL JORDAN
Commission # FF 029281
Expires July 5, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Stamp

Signature of Notary

Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Other Land Owner"

JANE HOLE, LLC, a Florida limited liability company

William H. Porter, Manager

Signed and delivered in the presence of:

Cheryl Michael
Witness

Cheryl Michael
Printed Name

Cheryl Jordan
Witness

Cheryl Jordan
Printed Name

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 24th day of September 2015, by William H. Porter, as Manager of Jane Hole, LLC, on behalf of the company. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

CHERYL JORDAN
Commission # FF 029281
Expires July 5, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Stamp

Cheryl Jordan
Signature of Notary

Cheryl Jordan
Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Other Land Owner"

MAGGIE POND, LLC, a Florida limited liability company

J. Michael Gramling, Manager

Signed and delivered in the presence of:

Witness

Colby J. Chandler

Printed Name

Witness

Clifton C Fisher

Printed Name

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 23rd day of September 2015, by J. Michael Gramling, as Manager of Maggie Pond, LLC, on behalf of the company. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

CHERYL JORDAN
Commission # FF 029281
Expires July 5, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Stamp

Signature of Notary

Cheryl Jordan

Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Other Land Owner"

PASCO COUNTY ASSOCIATES II, LLLP, a Florida limited liability limited partnership
By: Pasco County II Corporation, a Florida corporation, its general partner

By

Richard Arkin
Printed Name

Title: Vice President of Pasco County II Corporation

Signed and delivered in the presence of:

Witness

Carolyn C. Torris
Printed Name

Witness

Kathleen M Coffman
Printed Name

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this 11th day of September, 2015, by Richard Arkin as Vice President of Pasco County II Corporation, the general partner of Pasco County Associates II, LLLP, on behalf of the corporation and partnership. He/She ☒ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

KATHLEEN M. COFFMAN
MY COMMISSION # EE 852499
EXPIRES: March 18, 2017
Bonded Thru Notary Public Underwriters

Notary Stamp

Kathleen M Coffman
Signature of Notary

Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Other Land Owner"

PERSIMMON HOLE, LLC, a Florida limited liability company

William H. Porter, Manager

Signed and delivered in the presence of:

Cheryl Michael
Witness

Cheryl Michael
Printed Name

Witness

Cheryl Jordan
Printed Name

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 21st day of September, 2015, by William H. Porter, as Manager of Persimmon Hole, LLC, on behalf of the company. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

CHERYL JORDAN
Commission # FF 029281
Expires July 5, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Stamp

Signature of Notary

Cheryl Jordan
Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Other Land Owner"

LENNAR HOMES, LLC, a Florida limited liability company

By _____

Mark McInerney
Printed Name

Vice President
Title

Signed and delivered in the presence of:

_____
Witness

Brady Lefere
Printed Name

W. Cardinale
Witness

W. Cardinale
Printed Name

STATE OF Florida

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 3rd day of September, 2015, by Mark McInerney as Vice President of Lennar Homes, LLC, on behalf of the company. He/She ☒ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

W. CARDINALE
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF099248
Expires 3/6/2018

Notary Stamp

W. Cardinale
Signature of Notary

W. Cardinale
Print Name of Notary

My Commission Expires: 3/6/18

{*SIGNATURES CONTINUE ON FOLLOWING PAGE*}

"Other Land Owner"

WITHLACOOCHEE RIVER ELECTRIC COOPERATIVE, INC., a Florida not-for-profit corporation

Signed and delivered in the presence of:

By _____

Billy E. Brown
Printed Name

Executive Vice Pres. and General Manager
Title

_____
Witness

Paula Lewis
Printed Name

_____
Witness

Paula Prim
Printed Name

STATE OF FL

COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 22nd day of September, 2015, by Billy E. Brown as Exec. VP & GM of Withlacoochee River Electric Cooperative, Inc., on behalf of the corporation. He/She ❑ is personally known to me or ❑ has produced _____ as identification, and did not take an oath.

QUANDA L. WATSON
MY COMMISSION EXPIRES
February 2, 2017
#EE 840035
Bonded thru
Notary Public Underwriters
NOTARY PUBLIC STATE OF FLORIDA

Notary Stamp

_____
Signature of Notary

Quanda Watson
Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Other Land Owner"

WIREGRASS COMMUNITY DEVELOPMENT DISTRICT, a District established by Chapter 42MMM-1, *Fla. Admin. Code*, pursuant to Chapter 190, *Fla. Stat.*

Signed and delivered in the presence of:

William H. Porter
By

Cheryl Michael
Witness

William H. Porter
Printed Name

Cheryl Michael
Printed Name

Chairman
Title

Cheryl Jordan
Witness

Cheryl Jordan
Printed Name

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 21st day of September 2015, by William H. Porter as Chairman of the Wiregrass Community Development District, on behalf of the District. He/She ☒ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

CHERYL JORDAN
Commission # FF 029281
Expires July 5, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Stamp

Cheryl Jordan
Signature of Notary

Cheryl Jordan
Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Other Land Owner"

WIREGRASS RANCH, INC., a Florida profit corporation

William H. Porter, President

Signed and delivered in the presence of:

Cheryl Michael
Witness

Cheryl Michael
Printed Name

Witness

Cheryl Jordan
Printed Name

STATE OF Florida

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 21st day of September, 2015, by William H. Porter, as President of Wiregrass Ranch, Inc., on behalf of the corporation. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

CHERYL JORDAN
Commission # FF 029281
Expires July 5, 2017
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Stamp

Signature of Notary

Cheryl Jordan
Print Name of Notary

My Commission Expires:

{*SIGNATURES CONTINUE ON FOLLOWING PAGE*}

JOINDER AND CONSENT OF MASTER ASSOCIATION

The undersigned, being the Master Association for the Committed Property under this Master Declaration, does hereby join in, consent to and approve the Master Declaration and agrees to comply with and fully and promptly perform all of its duties and obligations thereunder.

"**Master Association**"

WIREGRASS RANCH MASTER ASSOCIATION, INC., a Florida not-for-profit corporation

Signed and delivered in the presence of:

By

James Don Porter Jr.
Printed Name

Vice President
Title

Witness

Ryan Jackson
Printed Name

Witness

Starly Jackson
Printed Name

STATE OF FL

COUNTY OF Pasco

The foregoing instrument was acknowledged before me this 29th day of September 2015, by James Don Porter Jr as Vice President of Wiregrass Ranch Master Association, Inc., on behalf of the corporation. He/She ☐ is personally known to me or ☑ has produced FL DL as identification, and did not take an oath.

RYAN R JACKSON
NOTARY PUBLIC
STATE OF FLORIDA
Comm# FF026654
Expires 6/12/2017

Notary Stamp

Signature of Notary

Ryan Jackson
Print Name of Notary

My Commission Expires: 06/12/2017

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Other Land Owner"

M/I HOMES OF TAMPA, LLC, a Florida limited liability company

By

MARK SPADA
Printed Name

VICE PRESIDENT
Title

Signed and delivered in the presence of:

Witness

Chloe Firkaly
Printed Name

Kimberly Young
Witness

Kimberly Young
Printed Name

STATE OF Florida

COUNTY OF Hillsborough.

The foregoing instrument was acknowledged before me this 10 day of Sept., 2015, by Mark Spada. as VP. of M/I Homes of Tampa, LLC, on behalf of the company. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

KARLA M. HAMPTON
MY COMMISSION # EE 873908
EXPIRES: May 2, 2017
Bonded Thru Notary Public Underwriters

Notary Stamp

Signature of Notary

KARLA M HAMPTON
Print Name of Notary

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Contract Vendee"
(Under that certain "Agreement for the Purchase and Sale of Real Property" having an effective date of November 11, 2014, as subsequently amended)

PREVARIAN COMPANIES, LP, a Texas limited partnership

By _____

Allan R. Brown, Jr.
Printed Name

Partner
Title

Signed and delivered in the presence of:

_____
Witness

Sheri Elam
Printed Name

_____
Witness

KACIE CONKEY
Printed Name

STATE OF Texas

COUNTY OF Dallas

The foregoing instrument was acknowledged before me this 27 day of July, 2015, by Allan R. Brown, Jr as Partner of Prevarian Companies, LP, on behalf of the partnership. He/She ❑ is personally known to me or ❑ has produced _____ as identification, and did not take an oath.

SHERI ELAM
Notary Public
STATE OF TEXAS
My Comm. Exp. June 5, 2016

Notary Stamp

_____
Signature of Notary

Sheri Elam
Print Name of Notary

My Commission Expires: 6/5/16

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

JOINDER AND CONSENT OF MORTGAGEES

"Mortgagee"

The undersigned, being the owner and holder of that certain "Agreement Not to Encumber or Transfer Property" recorded in the County's official public records as O.R. Instrument No. 2008051087 (Book 7804, Pages 499-509); the owner and holder that certain "Agreement Not to Encumber or Transfer Property" recorded in the County's official public records as O.R. Instrument No. 2013163522 (Book 8934, Pages 3379-3382); the owner and holder that certain "Agreement Not to Encumber or Transfer Property" recorded in the County's official public records as O.R. Instrument No. 2013163523 (Book 8934, Pages 3383-3398); and the Mortgagee under the Mortgage and Security Agreement recorded in the County's official public records as O.R. Instrument No. 2013163518 (Book 8934, Pages 3330-3356), does hereby join in, consent to and approve the Declaration and agrees to comply with and fully and promptly perform all of its duties and obligations thereunder.

USAMERIBANK, a Florida banking corporation

By

Trey Korhn

Printed Name

Senior Vice President

Title

Signed and delivered in the presence of:

Cari McGarr

Witness

Cari McGarr

Printed Name

Witness

Christina L Adams

Printed Name

STATE OF Florida
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 9 day of October, 2015, by TREY KORHN as SVP of USAmeriBank, on behalf of the corporation. He/She ☒ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

CARI L MCGARR
MY COMMISSION # FF 136990
EXPIRES: October 21, 2018
Bonded Thru Notary Public Underwriters

Cari L. McGarr

Signature of Notary

Cari L McGarr

Print Name of Notary

Notary Stamp

My Commission Expires:

{SIGNATURES CONTINUE ON FOLLOWING PAGE}

"Mortgagee"

The undersigned, being the Mortgagee under that certain "Real Estate Mortgage, Assignment, and Security Agreement" dated May 30, 2014 and recorded June 3, 2014 in the County's official public records at Book 9040, at Page 1443. The mortgage was originally given by Pasco County Associates II, LLLP, in favor of Florida Residential Funding, LLC, and was subsequently assigned by Florida Residential Funding to Bank of America, N.A., as Agent, by that certain "Assignment of Mortgage and other Loan Documents" recorded June 3, 2014 in the County's official public records at Book 9040, Page 1464.

BANK OF AMERICA, N.A., as Agent

By

William Campano
Printed Name

Senior Vice President
Title

Signed and delivered in the presence of:

Nellie Lina
Witness

Nellie Lina
Printed Name

A Zoppy
Witness

Anisia Zoppy
Printed Name

STATE OF FLORIDA

COUNTY OF Miami Dade

The foregoing instrument was acknowledged before me this 28th day of July, 2015, by William Campano as SVP of Bank of America, N.A., as Agent, on behalf of the corporation. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

NERY ESPINOSA
Notary Public, State of Florida
Commission # EE 224636
My comm. expires Oct. 2, 2016

Notary Stamp

Nery Espinosa
Signature of Notary

Nery Espinosa
Print Name of Notary

My Commission Expires: 10/2/2016

{EXHIBITS COMMENCE ON FOLLOWING PAGE}

TABLE OF EXHIBITS TO THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR PORTIONS OF WIREGRASS RANCH LOCATED IN PASCO COUNTY, FLORIDA, AND FOR THE WIREGRASS RANCH MASTER ASSOCIATION, INC.

Exhibit	Description	Page
A	Other Land Owners	128
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{EXHIBITS CONTINUE ON FOLLOWING PAGE}

EXHIBIT "A"

"Other Land Owners"

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1. **Flycatcher Enterprises, LLC**, a Florida limited liability company

2. **Jane Hole, LLC**, a Florida limited liability company

3. **Maggie Pond, LLC**, a Florida limited liability company

4. **M/I Homes of Tampa, LLC**, a Florida limited liability company

5. **Pasco County Associates II, LLLP**, a Florida limited liability limited partnership

6. **Persimmon Hole, LLC**, a Florida limited liability company

7. **Lennar Homes, LLC**, a Florida limited liability company

8. **Withlacoochee River Electric Cooperative, Inc.**, a Florida not-for-profit corporation

9. **Wiregrass Community Development District**, a District established by Chapter 42MMM-1, *Fla. Admin. Code*, pursuant to Chapter 190, *Fla. Stat.*

10. **Wiregrass Ranch, Inc.**, a Florida profit corporation

{END OF EXHIBIT A}

{EXHIBIT B COMMENCES ON FOLLOWING PAGE}

EXHIBIT "B"

"Total Property Description"

The Entire Wiregrass Ranch DRI

ALL THAT PORTION OF SECTIONS 7, 17, 18, 19, 20, 21, 22, 27, 28, 29 AND 30, ALL IN TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00°29'59"W., ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 7, A DISTANCE OF 1,530.52 FEET TO THE INTERSECTION OF SAID EASTERLY LINE OF SECTION 7 WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (AS IT NOW EXISTS) FOR A POINT OF BEGINNING; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.00°29'59"W., ALONG SAID EAST LINE OF SECTION 7, A DISTANCE OF 1,112.41 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 7; THENCE S.00°17'31"W., A DISTANCE OF 2,644.07 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 7; THENCE S.00°17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.89°54'52"W., A DISTANCE OF 122.50 FEET; THENCE S.32°00'57"E., A DISTANCE OF 901.62 FEET; THENCE N.89°54'52"E., A DISTANCE OF 1,235.69 FEET; THENCE N.01°21'00"W., A DISTANCE OF 34.15 FEET; THENCE N.58°17'36"E., A DISTANCE OF 18.29 FEET; THENCE N.10°07'36"E., A DISTANCE OF 47.77 FEET; THENCE N.15°01'14"W., A DISTANCE OF 37.26 FEET; THENCE N.00°16'25"W., A DISTANCE OF 34.10 FEET; THENCE N.28°14'49"W., A DISTANCE OF 48.81 FEET; THENCE N.35°23'51"W., A DISTANCE OF 35.73 FEET; THENCE N.42°01'17"W., A DISTANCE OF 74.66 FEET; THENCE S.53°29'29"W., A DISTANCE OF 3.88 FEET; THENCE N.67°22'47"W., A DISTANCE OF 56.94 FEET; THENCE N.66°07'39"W., A DISTANCE OF 43.71 FEET; THENCE N.61°50'08"W., A DISTANCE OF 36.84 FEET; THENCE N.84°10'42"W., A DISTANCE OF 46.39 FEET; THENCE S.66°03'28"W., A DISTANCE OF 43.33 FEET; THENCE S.70°44'48"W., A DISTANCE OF 50.36 FEET; THENCE N.28°06'22"W., A DISTANCE OF 18.09 FEET; THENCE N.26°14'40"E., A DISTANCE OF 55.86 FEET; THENCE N.46°01'59"E., A DISTANCE OF 51.53 FEET; THENCE N.07°56'04"W., A DISTANCE OF 51.58 FEET; THENCE N.88°45'05"E., A DISTANCE OF 27.00 FEET; THENCE N.49°32'44"E., A DISTANCE OF 37.70 FEET; THENCE N.24°21'42"E., A DISTANCE OF 40.47 FEET; THENCE N.70°30'07"E., A DISTANCE OF 30.27 FEET; THENCE N.66°14'45"E., A DISTANCE OF 33.96 FEET; THENCE N.41°18'54"E., A DISTANCE OF 43.25 FEET; THENCE N.81°19'08"E., A DISTANCE OF 29.73 FEET; THENCE S.76°54'12"E., A DISTANCE OF 43.86 FEET; THENCE N.27°45'10"E., A DISTANCE OF 52.04 FEET; THENCE N.18°00'53"W., A DISTANCE OF 45.22 FEET; THENCE N.25°30'52"W., A DISTANCE OF 22.26 FEET; THENCE N.84°40'35"E., A DISTANCE OF 60.61 FEET; THENCE N.11°10'34"E., A DISTANCE OF 16.14 FEET; THENCE N.81°20'00"W., A DISTANCE OF 73.87 FEET; THENCE N.27°24'42"W., A DISTANCE OF 30.32 FEET; THENCE N.27°24'42"W., A DISTANCE OF 19.26 FEET TO THE SOUTH LINE OF THE

NORTH ¼ OF SAID SECTION 17; THENCE ALONG THE SOUTH LINE OF THE NORTH ¼ OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 3,787.37 FEET TO THE SOUTHEAST CORNER OF THE NORTH ¼ OF SAID SECTION 17; THENCE S.00°09'55"W., ALONG THE EAST LINE OF SAID SECTION 17, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 21, S.89°35'53"E., A DISTANCE OF 2,659.07 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SAID SECTION 21; THENCE ALONG THE NORTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 21, S.89°32'37"E., A DISTANCE OF 2,656.37 FEET TO THE NORTHEAST CORNER OF SAID SECTION 21; THENCE S.00°01'39"E., ALONG THE EAST LINE OF SECTION 21 A DISTANCE OF 2,640.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 21; THENCE S.00°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET TO THE NORTHWEST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.89°54'24"E., A DISTANCE OF 270.00 FEET TO THE NORTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22; THENCE S.00°09'58"W., A DISTANCE OF 1,600.00 FEET TO THE SOUTHEAST CORNER OF THE SOUTH 1600 FEET OF THE WEST 270 FEET OF SAID SECTION 22, SAID POINT ALSO BEING THE NORTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE S.00°16'42"W., A DISTANCE OF 815.00 FEET TO THE SOUTHEAST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27; THENCE N.89°54'24"W., A DISTANCE OF 270.00 FEET TO THE SOUTHWEST CORNER OF THE NORTH 815 FEET OF THE WEST 270 FEET OF SAID SECTION 27, SAID POINT ALSO BEING ON THE EAST LINE OF SAID SECTION 28; THENCE S.00°16'42"W., ALONG THE EAST LINE OF SAID SECTION 28, A DISTANCE OF 4,472.09 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°56'42"W., ALONG THE SOUTH LINE OF SAID SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 28; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 28, N.89°34'44"W., A DISTANCE OF 1,172.72 FEET; THENCE LEAVING SAID LINE N.00°25'16"E., A DISTANCE OF 395.38 FEET TO A POINT OF CURVATURE; THENCE 506.02 FEET ALONG THE ARC OF A CURVE TO THE LEFT, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 1,940.00 FEET, DELTA 14°56'41", CHORD BEARING AND DISTANCE N.07°03'04"E., 504.59 FEET; THENCE N.89°34'44"W., A DISTANCE OF 1,421.64 FEET; THENCE N.75°14'58"W., A DISTANCE OF 737.43 FEET; THENCE N.43°32'32"W., A DISTANCE OF 1,001.00 FEET; THENCE N.02°23'47"E., A DISTANCE OF 35.94 FEET; THENCE N.02°23'47"E., A DISTANCE OF 536.40 FEET; THENCE N.86°22'56"W., A DISTANCE OF 120.03 FEET; THENCE S.02°23'47"W., A DISTANCE OF 538.96 FEET; THENCE S.75°15'08"W., A DISTANCE OF 1,105.62 FEET; THENCE S.41°40'57"W., A DISTANCE OF 878.18 FEET; THENCE S.48°19'03"E., A DISTANCE OF 283.03 FEET; THENCE S.20°01'02"E., A DISTANCE OF 408.18 FEET; THENCE S.00°06'28"W., A DISTANCE OF 330.06 FEET TO THE SOUTH LINE OF THE SOUTHWEST ¼ OF SECTION 29; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 29, N.89°58'04"W., A DISTANCE OF 2,518.69 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 29, SAID POINT ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 30; THENCE N.89°58'27"W., ALONG THE SOUTH LINE OF SAID SECTION 30, A DISTANCE OF 2,675.07 FEET TO THE SOUTHWEST CORNER OF THE

SOUTHEAST ¼ OF SAID SECTION 30; THENCE CONTINUE ALONG THE SOUTH LINE OF SAID SECTION 30, N.89°58'40"W., A DISTANCE OF 2,602.65 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF COUNTY ROAD 581 (BRUCE B. DOWNS BOULEVARD) (A 200' R/W); THENCE ALONG SAID RIGHT-OF-WAY LINE THE FOLLOWING THREE (3) COURSES AND DISTANCES: 1. N.00°29'34"E., A DISTANCE OF 13,100.79 FEET TO A POINT OF CURVATURE; 2. THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EASTERLY, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19", CHORD BEARING AND DISTANCE N.07°33'44"E., 1,385.72 FEET; 3. THENCE N.14°37'52"E., A DISTANCE OF 3,183.89 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.75°21'08"E., A DISTANCE OF 353.01 FEET; THENCE N.14°37'03"E., A DISTANCE OF 201.80 FEET; THENCE N.75°23'12"W., A DISTANCE OF 292.99 FEET; THENCE S.14°38'06"W., A DISTANCE OF 10.00 FEET; THENCE N.75°16'55"W., A DISTANCE OF 59.94 FEET; THENCE N.14°41'33"E., A DISTANCE OF 55.90 FEET; THENCE S.75°22'18"E., A DISTANCE OF 81.92 FEET; THENCE S.66°23'33"E., A DISTANCE OF 38.47 FEET; THENCE S.75°21'54"E., A DISTANCE OF 177.94 FEET; THENCE N.55°20'58"E., A DISTANCE OF 30.59 FEET; THENCE N.14°38'33"E., A DISTANCE OF 296.41 FEET; THENCE S.75°21'37"E., A DISTANCE OF 791.07 FEET; THENCE N.14°37'57"E., A DISTANCE OF 416.31 FEET; THENCE N.18°18'45"W., A DISTANCE OF 164.96 FEET; THENCE N.71°41'15"E., A DISTANCE OF 58.70 FEET; THENCE S.18°18'45"E., A DISTANCE OF 65.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 207.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 310.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, N.71°41'15" E., A DISTANCE OF 50.00 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE, S.18°18'45" E., A DISTANCE OF 310.00 FEET; THENCE N.71°41'15" E., A DISTANCE OF 245.00 FEET; THENCE N.18°18'45" W., A DISTANCE OF 300.00 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF STATE ROAD 54 (R/W VARIES); THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1. N.71°40'25"E., A DISTANCE OF 580.63 FEET; 2. THENCE N.71°43'50"E., A DISTANCE OF 187.70 FEET; 3. THENCE N.18°18'45"W., A DISTANCE OF 20.00 FEET; 4. THENCE N.71°41'08"E., A DISTANCE OF 1,301.84 FEET TO A POINT OF CURVATURE; 5. THENCE 637.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT CONCAVE TO THE SOUTH, HAVING A RADIUS OF 5,729.58 FEET, DELTA 06°22'41", CHORD BEARING AND DISTANCE S.74°54'21"E., 637.49 FEET TO THE INTERSECTION OF THE EAST LINE OF SAID SECTION 7 AND THE POINT OF BEGINNING.

CONTAINING 5,118.640 ACRES, MORE OR LESS

<u>TOGETHER WITH</u>:

ALL THAT PORTION OF THE NORTHWEST 1/4 OF SECTION 17 AND THE NORTHEAST 1/4 OF SECTION 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE COMMON CORNER BETWEEN SECTIONS 7, 8, 17 AND 18. TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE S.00'17'04"W., ALONG THE LINE BETWEEN SAID SECTIONS 17 AND 18, A DISTANCE OF 1,322.31 FEET TO THE SOUTHWEST CORNER OF THE NORTH 1/4 OF SAID

SECTION 17 FOR A POINT OF BEGINNING; THENCE ALONG THE SOUTH LINE OF THE NORTH 1/4 OF SAID SECTION 17, N.89°54'52"E., A DISTANCE OF 1,496.41 FEET; THENCE LEAVING SAID LINE S.27°24'42"E., A DISTANCE OF 19.26 FEET; THENCE S.27°24'42"E., A DISTANCE OF 30.32 FEET; THENCE S.81°20'00"E., A DISTANCE OF 73.87 FEET; THENCE S.11°10'34"W., A DISTANCE OF 16.14 FEET; THENCE S.84°40'35"W., A DISTANCE OF 60.61 FEET; THENCE S.25°30'52"E., A DISTANCE OF 22.26 FEET; THENCE S.18°00'53"E., A DISTANCE OF 45.22 FEET; THENCE S.27°45'10"W., A DISTANCE OF 52.04 FEET; THENCE N.76°54'12"W., A DISTANCE OF 43.86 FEET; THENCE S.81°19'08"W., A DISTANCE OF 29.73 FEET; THENCE S.41°18'54"W., A DISTANCE OF 43.25 FEET; THENCE S.66°14'45"W., A DISTANCE OF 33.96 FEET; THENCE S.70°30'07"W., A DISTANCE OF 30.27 FEET; THENCE S.24°21'42"W., A DISTANCE OF 40.47 FEET; THENCE S.49°32'44"W., A DISTANCE OF 37.70 FEET; THENCE S.88°45'05"W., A DISTANCE OF 27.00 FEET; THENCE S.07°56'04"E., A DISTANCE OF 51.58 FEET; THENCE S.46°01'59"W., A DISTANCE OF 51.53 FEET; THENCE S.26°14'40"W., A DISTANCE OF 55.86 FEET; THENCE S.28°06'22"E., A DISTANCE OF 18.09 FEET; THENCE N.70°44'48"E., A DISTANCE OF 50.36 FEET; THENCE N.66°03'28"E., A DISTANCE OF 43.33 FEET; THENCE S.84°10'42"E., A DISTANCE OF 46.39 FEET; THENCE S.61°50'08"E., A DISTANCE OF 36.84 FEET; THENCE S.66°07'39"E., A DISTANCE OF 43.71 FEET; THENCE S.67°22'47"E., A DISTANCE OF 56.94 FEET; THENCE N.53°29'29"E., A DISTANCE OF 3.88 FEET; THENCE S.42°01'17"E., A DISTANCE OF 74.66 FEET; THENCE S.35°23'51"E., A DISTANCE OF 35.73 FEET; THENCE S.28°14'49"E., A DISTANCE OF 48.81 FEET; THENCE S.00°16'25"E., A DISTANCE OF 34.10 FEET; THENCE S.15°01'14"E., A DISTANCE OF 37.26 FEET; THENCE S.10°07'36"W., A DISTANCE OF 47.77 FEET; THENCE S.58°17'36"W., A DISTANCE OF 18.29 FEET; THENCE S.01°21'00"E., A DISTANCE OF 34.15 FEET; THENCE S.89°54'52"W., A DISTANCE OF 1,235.69 FEET TO THE PROPOSED EASTERLY RIGHT-OF-WAY LINE OF PORTER BOULEVARD (A PROPOSED 140' R/W); THENCE ALONG SAID PROPOSED RIGHT-OF-WAY LINE, N.32°00'57"W., A DISTANCE OF 901.62 FEET; THENCE LEAVING SAID LINE N.89°54'52"E., A DISTANCE OF 122.50 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.000 ACRES MORE OR LESS.

{END OF EXHIBIT B}

{EXHIBIT C COMMENCES ON FOLLOWING PAGE}

EXHIBIT "C"

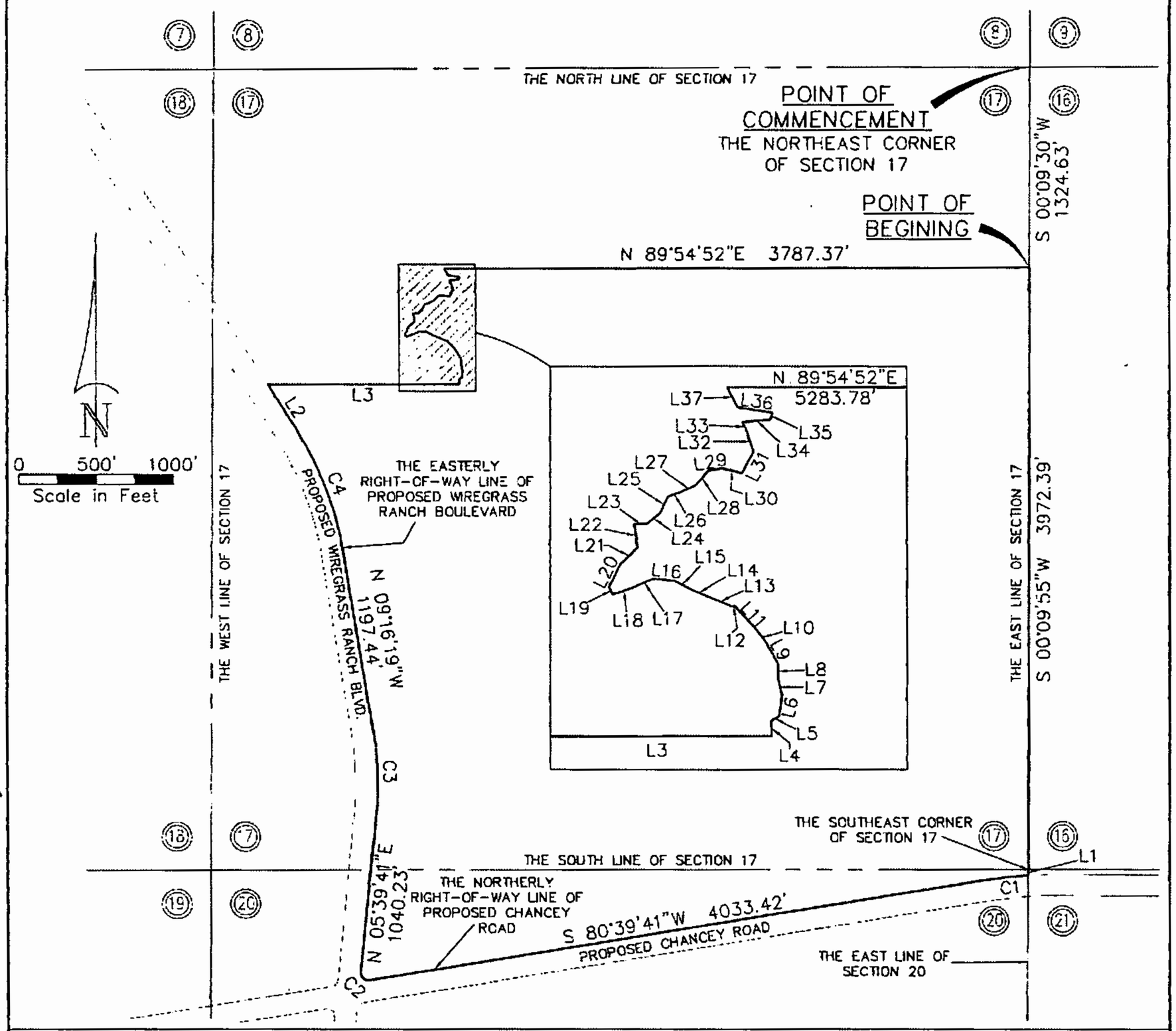
"Committed Property Description"

Flycatcher Enterprises, LLC – Parcel S2

THIS IS NOT A SURVEY

SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST,
PASCO COUNTY, FLORIDA

SEE SHEET 2 FOR SURVEYORS NOTES
SEE SHEET 2 FOR CURVE AND LINE TABLES
SEE SHEET 3 FOR LEGAL DESCRIPTION



3/17/2015 – ADD SECTION REFERENCE – J.E.B.	WIREGRASS RANCH – PARCEL S2			
SKETCH AND LEGAL				
SCALE 1"=1000'	DATE 8/13/10	DRAWN GMK	CALCED GMK	CHECKED JDG
JOB No. 3778-001-000		SECTION 17 & 20	TOWNSHIP 26 SOUTH	RANGE 20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

STATE OF
JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5158
CERTIFICATE OF AUTHORIZATION No. LB 2610

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Sheet 1 of 3

Flycatcher Enterprises, LLC – Parcel S2 (cont.)

THIS IS NOT A SURVEY

SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST,
PASCO COUNTY, FLORIDA

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 00°26'15"W	38.82'	L20	N 26°14'40"E	55.86'
L2	N 32°00'57"W	343.00'	L21	N 46°01'59"E	51.53'
L3	N 89°54'52"E	1235.69'	L22	N 07°56'04"W	51.58'
L4	N 01°21'00"W	34.15'	L23	N 88°45'05"E	27.00'
L5	N 58°17'36"E	18.29'	L24	N 49°32'44"E	37.70'
L6	N 10°07'36"E	47.77'	L25	N 24°21'42"E	40.47'
L7	N 15°01'14"W	37.26'	L26	N 70°30'07"E	30.27'
L8	N 00°16'25"W	34.10'	L27	N 66°14'45"E	33.96'
L9	N 28°14'49"W	48.81'	L28	N 41°18'54"E	43.25'
L10	N 35°23'51"W	35.73'	L29	N 81°19'08"E	29.73'
L11	N 42°01'17"W	74.66'	L30	S 76°54'12"E	43.86'
L12	S 53°29'29"W	3.88'	L31	N 27°45'10"E	52.04'
L13	N 67°22'47"W	56.94'	L32	N 18°00'53"W	45.22'
L14	N 66°07'39"W	43.71'	L33	N 25°30'52"W	22.26'
L15	N 61°50'08"W	36.84'	L34	N 84°40'35"E	60.61'
L16	N 84°10'42"W	46.39'	L35	N 11°10'34"E	16.14'
L17	S 66°03'28"W	43.33'	L36	N 81°20'00"W	73.87'
L18	S 70°44'48"W	50.36'	L37	N 27°24'42"W	49.58'
L19	N 28°06'22"W	18.09'			

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	5°23'44"	3070.00	289.11	289.00	S 83°21'33"W
C2	105°00'00"	50.00	91.63	79.34	N 46°50'19"W
C3	14°56'01"	2170.00	565.59	563.99	N 01°48'19"W
C4	22°44'38"	2170.00	861.39	855.75	N 20°38'38"W

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.

2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.

3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.

4. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA. BEING SOUTH 00°09'30" WEST, AS SHOWN HEREON.

5. DISTANCES SHOWN HEREON ARE IN U.S. SURVEY FEET.

3/17/2015 – ADD SECTION REFERENCE – J.E.B.

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WIREGRASS RANCH – PARCEL S2

SKETCH AND LEGAL

King
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E-MAIL king@kingengineering.com

Sheet 2 of 3

Flycatcher Enterprises, LLC – Parcel S2 (cont.)

THIS IS NOT A SURVEY

SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST,
PASCO COUNTY, FLORIDA

LEGAL DESCRIPTION

A PORTION OF SECTIONS 17 & 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 17, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 17, S00°09'30"W, A DISTANCE OF 1,324.63 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE OF SECTION 17, S00°09'55"W, A DISTANCE OF 3,972.39 FEET TO THE SOUTHEAST CORNER OF SECTION 17; THENCE ALONG THE EAST LINE OF SECTION 20, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, S00°26'15"W, A DISTANCE OF 38.82 FEET TO NORTHERLY RIGHT-OF-WAY LINE OF PROPOSED CHANCEY ROAD AND THE POINT OF CURVATURE OF A NON TANGENT CURVE; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY, THE FOLLOWING THREE (3) COURSES; (1) WESTERLY ALONG THE ARC OF SAID NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 3,070.00 FEET, AN ARC LENGTH OF 289.11 FEET, A CENTRAL ANGLE OF 05°23'44", AND A CHORD BEARING AND DISTANCE OF S83°21'33"W, 289.00 FEET; (2) S80°39'41"W, A DISTANCE OF 4,033.42 FEET TO A POINT OF CURVATURE; (3) NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 91.63 FEET, A CENTRAL ANGLE OF 105°00'00", AND A CHORD BEARING AND DISTANCE OF N46°50'19"W, 79.34 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF PROPOSED WIREGRASS RANCH BOULEVARD; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY, THE FOLLOWING FIVE (5) COURSES; (1) N05°39'41"E, A DISTANCE OF 1,040.23 FEET TO A POINT OF CURVATURE; (2) NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,170.00 FEET, AN ARC LENGTH OF 565.59 FEET, A CENTRAL ANGLE OF 14°56'01", AND A CHORD BEARING AND DISTANCE OF N01°48'19"W, 563.99 FEET; (3) N09°16'19"W, A DISTANCE OF 1,197.44 FEET TO A POINT OF CURVATURE; (4) NORTHERLY ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2,170.00 FEET, AN ARC LENGTH OF 861.39 FEET, A CENTRAL ANGLE OF 22°44'38", AND A CHORD BEARING AND DISTANCE OF N20°38'38"W, 855.75 FEET; (5) N32°00'57"W, A DISTANCE OF 343.00 FEET; THENCE N89°54'52"E, A DISTANCE OF 1,235.69 FEET; THENCE N01°21'00"W, A DISTANCE OF 34.15 FEET; THENCE N58°17'36"E, A DISTANCE OF 18.29 FEET; THENCE N10°07'36"E, A DISTANCE OF 47.77 FEET; THENCE N15°01'14"W, A DISTANCE OF 37.26 FEET; THENCE N00°16'25"W, A DISTANCE OF 34.10 FEET; THENCE N28°14'49"W, A DISTANCE OF 48.81 FEET; THENCE N35°23'51"W, A DISTANCE OF 35.73 FEET; THENCE N42°01'17"W, A DISTANCE OF 74.66 FEET; THENCE S53°29'29"W, A DISTANCE OF 3.88 FEET; THENCE N67°22'47"W, A DISTANCE OF 56.94 FEET; THENCE N66°07'39"W, A DISTANCE OF 43.71 FEET; THENCE N61°50'08"W, A DISTANCE OF 36.84 FEET; THENCE N84°10'42"W, A DISTANCE OF 46.39 FEET; THENCE S66°03'28"W, A DISTANCE OF 43.33 FEET; THENCE S70°44'48"W, A DISTANCE OF 50.36 FEET; THENCE N28°06'22"W, A DISTANCE OF 18.09 FEET; THENCE N26°14'40"E, A DISTANCE OF 55.86 FEET; THENCE N46°01'59"E, A DISTANCE OF 51.53 FEET; THENCE N07°56'04"W, A DISTANCE OF 51.58 FEET; THENCE N88°45'05"E, A DISTANCE OF 27.00 FEET; THENCE N49°32'44"E, A DISTANCE OF 37.70 FEET; THENCE N24°21'42"E, A DISTANCE OF 40.47 FEET; THENCE N70°30'07"E, A DISTANCE OF 30.27 FEET; THENCE N66°14'45"E, A DISTANCE OF 33.96 FEET; THENCE N41°18'54"E, A DISTANCE OF 43.25 FEET; THENCE N81°19'08"E, A DISTANCE OF 29.73 FEET; THENCE S76°54'12"E, A DISTANCE OF 43.86 FEET; THENCE N27°45'10"E, A DISTANCE OF 52.04 FEET; THENCE N18°00'53"W, A DISTANCE OF 45.22 FEET; THENCE N25°30'52"W, A DISTANCE OF 22.26 FEET; THENCE N84°40'35"E, A DISTANCE OF 60.61 FEET; THENCE N11°10'34"E, A DISTANCE OF 16.14 FEET; THENCE N81°20'00"W, A DISTANCE OF 73.87 FEET; THENCE N27°24'42"W, A DISTANCE OF 49.58 FEET; THENCE N89°54'52"E, A DISTANCE OF 3,787.37 FEET TO THE POINT OF BEGINNING.

CONTAINING 428.30 ACRES

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3/17/2015 – ADD SECTION REFERENCE – J.E.B.

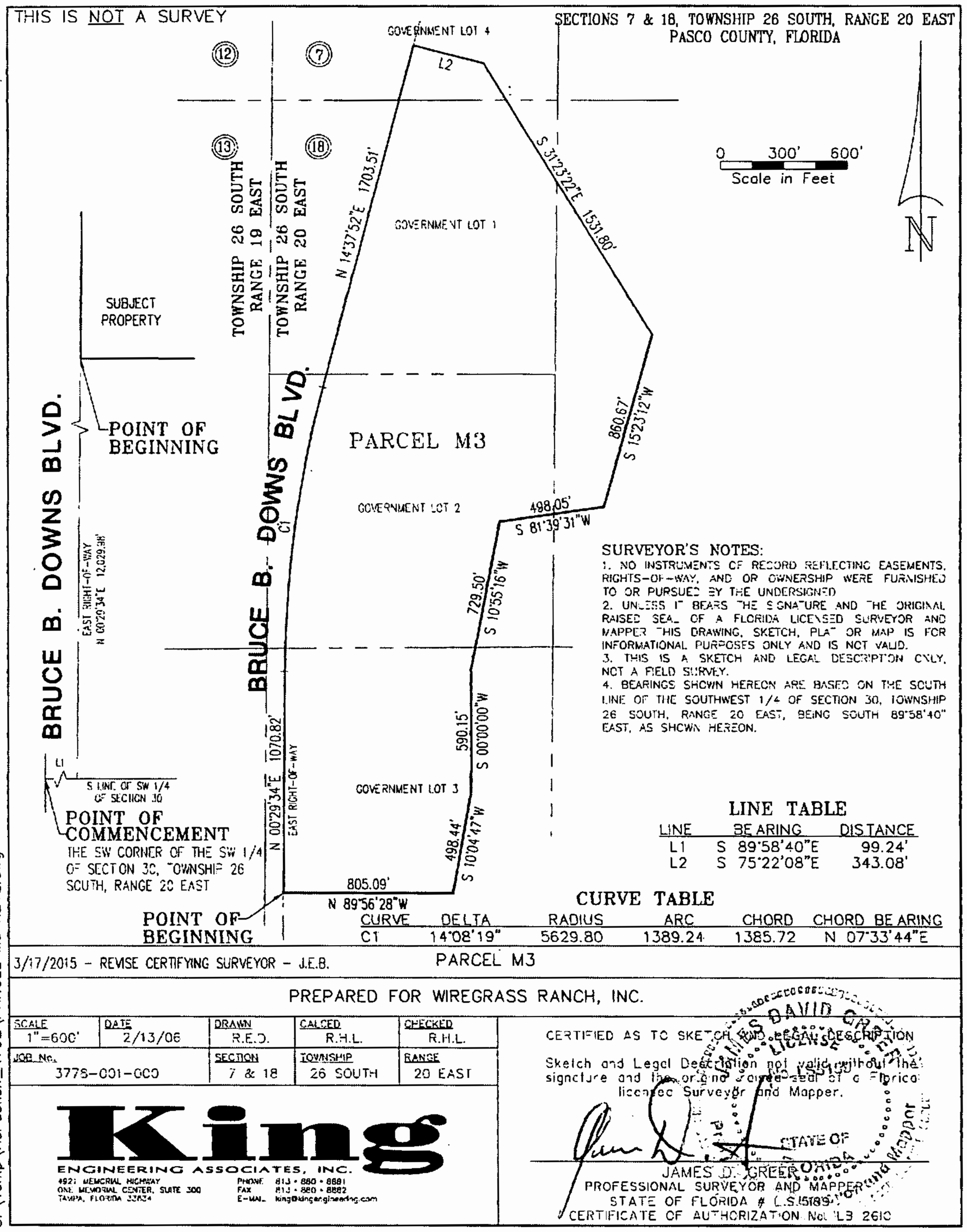
WIREGRASS RANCH – PARCEL S2

SKETCH AND LEGAL

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Sheet 3 of 3

Jane Hole, LLC – Parcel M3



SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS SHOWN HEREON ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, BEING SOUTH 89°58'40" EAST, AS SHOWN HEREON.

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°58'40"E	99.24'
L2	S 75°22'08"E	343.08'

CURVE TABLE

CURVE	DELTA	RADIUS	ARC	CHORD	CHORD BEARING
C1	14°08'19"	5629.80	1389.24	1385.72	N 07°33'44"E

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3/17/2015 – REVISE CERTIFYING SURVEYOR – J.E.B.

PARCEL M3

PREPARED FOR WIREGRASS RANCH, INC.

SCALE	DATE	DRAWN	CALCED	CHECKED
1"=600'	2/13/06	R.E.D.	R.H.L.	R.H.L.
JOB No. 3778-001-000		SECTION 7 & 18	TOWNSHIP 26 SOUTH	RANGE 20 EAST

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FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S.5189
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 2

Jane Hole, LLC – Parcel M3 (cont.)

THIS IS NOT A SURVEY

PARCEL DESCRIPTION

ALL THAT PORTION OF SECTIONS 7 & 18, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING A PORTION OF GOVERNMENT LOT 4, OF SECTION 7 AND BEING A PORTION OF GOVERNMENT LOTS 1, 2 & 3, OF SECTION 18 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°58'40" EAST, ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 30, A DISTANCE OF 99.24 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF BRUCE B. DOWNS BOULEVARD; THENCE NORTH 00°29'34" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID BRUCE B. DOWNS BOULEVARD, A DISTANCE OF 12,029.98 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY LINE NORTH 00°29'34" EAST, A DISTANCE OF 1,070.82 FEET TO THE POINT OF CURVATURE; THENCE 1,389.24 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE EAST, HAVING A RADIUS OF 5,629.80 FEET, DELTA 14°08'19" AND A CHORD BEARING AND DISTANCE OF NORTH 07°33'44" EAST, 1,385.72 FEET; THENCE NORTH 14°37'52" EAST, A DISTANCE OF 1,703.51 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 75°22'08" EAST, A DISTANCE OF 343.08 FEET; THENCE SOUTH 31°23'22" EAST, A DISTANCE OF 1,531.80 FEET; THENCE SOUTH 15°23'12" WEST, A DISTANCE OF 860.67 FEET; THENCE SOUTH 81°39'31" WEST, A DISTANCE OF 498.05 FEET; THENCE SOUTH 10°55'16" WEST, A DISTANCE OF 729.50 FEET; THENCE SOUTH 00°00'00" WEST, A DISTANCE OF 590.15 FEET; THENCE SOUTH 10°04'47" WEST, A DISTANCE OF 498.44 FEET; THENCE NORTH 89°56'28" WEST, A DISTANCE OF 805.09 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID BRUCE B. DOWNS BOULEVARD AND THE POINT OF BEGINNING.

CONTAINING 95.179 ACRES.

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3/17/2015 - REVISE CERTIFYING SURVEYOR - J.E.B.

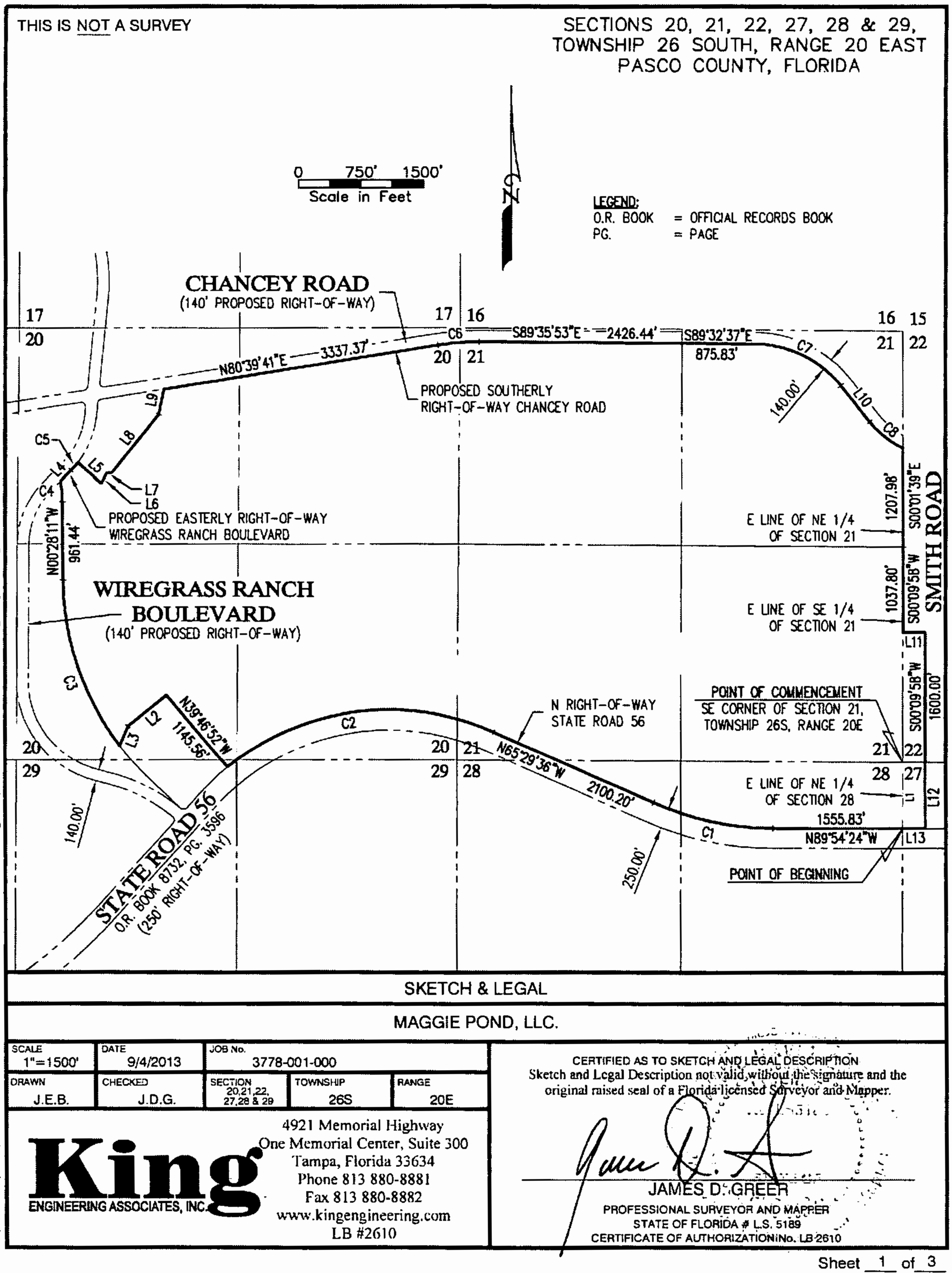
PARCEL M3

PREPARED FOR WIREGRASS RANCH, INC.

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Sheet 2 of 2

Maggie Pond, LLC – Parcel S4



O:\SURVEY\3778\001\SKETCH & LEGALS\MAGGIE POND SEPT 2013.dwg , September 5, 2013 1:52 PM, King Engineering Associate Inc.

SKETCH & LEGAL

MAGGIE POND, LLC.

SCALE	DATE	JOB No.		
1"=1500'	9/4/2013	3778-001-000		
DRAWN	CHECKED	SECTION	TOWNSHIP	RANGE
J.E.B.	J.D.G.	20,21,22, 27,28 & 29	26S	20E

King
ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
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Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB #2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5189
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 3

Maggie Pond, LLC – Parcel S4 (cont.)

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING ASSOCIATES, INC.)

A PARCEL OF LAND LYING IN SECTIONS 20, 21, 22, 27, 28 AND 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 00°16'42" WEST, ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 28, A DISTANCE OF 815.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY OF STATE ROAD 56 AS RECORDED IN OFFICIAL RECORDS BOOK 8732, PAGE 3596 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING THE POINT OF BEGINNING; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID NORTH RIGHT-OF-WAY OF STATE ROAD 56: (1) NORTH 89°54'24" WEST, A DISTANCE OF 1,555.83 FEET TO A POINT ON A CURVE TO THE RIGHT; (2) WESTERLY 1,480.67 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,475.00 FEET, A CENTRAL ANGLE OF 24°24'48", AND A CHORD BEARING AND DISTANCE OF NORTH 77°42'00" WEST 1,469.50 FEET; (3) NORTH 65°29'36" WEST, A DISTANCE OF 2,100.20 FEET TO A POINT ON A CURVE TO THE LEFT; (4) WESTERLY 3,403.92 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,025.00 FEET, A CENTRAL ANGLE OF 64°28'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 82°16'13" WEST 3,227.16 FEET; THENCE NORTH 39°46'52" WEST, A DISTANCE OF 1,145.56 FEET; THENCE SOUTH 50°29'46" WEST, A DISTANCE OF 594.74 FEET; THENCE SOUTH 23°14'04" WEST, A DISTANCE OF 257.57 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHERLY 2,164.26 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,460.00 FEET, A CENTRAL ANGLE OF 35°50'20", AND A CHORD BEARING AND DISTANCE OF NORTH 18°23'22" WEST 2,129.15 FEET; THENCE NORTH 00°28'11" WEST, A DISTANCE OF 961.44 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHERLY 257.22 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,690.00 FEET, A CENTRAL ANGLE OF 08°43'14", AND A CHORD BEARING AND DISTANCE OF NORTH 04°49'48" WEST 256.98 FEET TO A POINT ON THE PROPOSED EASTERLY RIGHT-OF-WAY OF WIREGRASS RANCH BOULEVARD; THENCE NORTH 43°29'45" EAST, A DISTANCE OF 207.65 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 96.81 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,120.00 FEET, A CENTRAL ANGLE OF 05°23'07", AND A CHORD BEARING AND DISTANCE OF NORTH 40°48'12" EAST 96.78 FEET; THENCE SOUTH 47°25'10" EAST, A DISTANCE OF 375.08 FEET; THENCE NORTH 27°01'25" EAST, A DISTANCE OF 134.45 FEET; THENCE NORTH 80°36'33" EAST, A DISTANCE OF 69.62 FEET; THENCE NORTH 37°53'00" EAST, A DISTANCE OF 910.75 FEET; THENCE NORTH 11°18'54" EAST, A DISTANCE OF 310.99 FEET TO A POINT ON THE PROPOSED SOUTHERLY RIGHT-OF-WAY OF CHANCEY ROAD; THENCE THE FOLLOWING SEVEN (7) COURSES ALONG SAID PROPOSED SOUTHERLY RIGHT-OF-WAY OF CHANCEY ROAD: (1) NORTH 80°39'41" EAST, A DISTANCE OF 3,337.37 FEET TO A POINT ON A CURVE TO THE RIGHT; (2) EASTERLY 498.11 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,930.00 FEET, A CENTRAL ANGLE OF 09°44'26", AND A CHORD BEARING AND DISTANCE OF NORTH 85°31'54" EAST 497.51 FEET; (3) SOUTH 89°35'53" EAST, A DISTANCE OF 2,426.44 FEET; (4) SOUTH 89°32'37" EAST, A DISTANCE OF 875.83 FEET TO A POINT ON A CURVE TO THE RIGHT; (5) SOUTHEASTERLY 1,193.29 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,330.00 FEET, A CENTRAL ANGLE OF 51°24'23", AND A CHORD BEARING AND DISTANCE OF SOUTH 63°50'25" EAST 1,153.67 FEET; (6) SOUTH 38°08'14" EAST, A DISTANCE OF 562.91 FEET TO A POINT ON A CURVE TO THE LEFT; (7) SOUTHEASTERLY 519.18 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 25°25'29", AND A CHORD BEARING AND DISTANCE OF SOUTH 50°50'58" EAST 514.93 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 21, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 00°01'39" EAST, ALONG SAID EAST LINE OF THE NORTHEAST 1/4 OF SECTION 21, A DISTANCE OF 1,207.98 FEET; THENCE SOUTH 00°09'58" WEST, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 21 A DISTANCE OF 1,037.80 FEET; THENCE SOUTH 89°54'24" EAST, A DISTANCE OF 270.00 FEET; THENCE SOUTH 00°09'58" WEST, A DISTANCE OF 1,600.00 FEET; THENCE SOUTH 00°16'42" WEST, A DISTANCE OF 815.00 FEET TO A POINT ON SAID NORTH RIGHT-OF-WAY OF STATE ROAD 56; THENCE NORTH 89°54'24" WEST, ALONG SAID NORTH RIGHT-OF-WAY OF STATE ROAD 56, A DISTANCE OF 270.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,115.144 ACRES.

Q:\SURVEY\3778\001\SKETCH & LEGALS\MAGGIE POND SEPT 2013.dwg , September 5, 2013 1:52 PM, King Engineering Associate Inc.

SKETCH & LEGAL

MAGGIE POND, LLC.

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4921 Memorial Highway
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Tampa, Florida 33634
Phone 813 880-8881
Fax 813 880-8882
www.kingengineering.com
LB #2610

Sheet 2 of 3

Maggie Pond, LLC – Parcel S4 (cont.)

THIS IS NOT A SURVEY

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S00°16'42"W	815.00'
L2	S50°29'46"W	594.74'
L3	S23°14'04"W	257.57'
L4	N43°29'45"E	207.65'
L5	S47°25'10"E	375.08'
L6	N27°01'25"E	134.45'
L7	N80°36'33"E	69.62'
L8	N37°53'00"E	910.75'
L9	N11°18'54"E	310.99'
L10	S38°08'14"E	562.91'
L11	S89°54'24"E	270.00'
L12	S00°16'42"W	815.00'
L13	N89°54'24"W	270.00'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	3475.00'	1480.67'	1469.50'	N77°42'00"W	24°24'48"
C2	3025.00'	3403.92'	3227.16'	S82°16'13"W	64°28'22"
C3	3460.00'	2164.26'	2129.15'	N18°23'22"W	35°50'20"
C4	1690.00'	257.22'	256.98'	N04°49'48"W	8°43'14"
C5	1120.00'	96.81'	96.78'	N40°48'12"E	5°23'07"
C6	2930.00'	498.11'	497.51'	N85°31'54"E	9°44'26"
C7	1330.00'	1193.29'	1153.67'	S63°50'25"E	51°24'23"
C8	1170.00'	519.18'	514.93'	S50°50'58"E	25°25'29"

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, BEING SOUTH 00°16'42" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

Q:\SURVEY\3778\001\SKETCH & LEGALS\MAGGIE POND SEPT 2013.dwg, September 5, 2013 1:53 PM, King Engineering Associate Inc.

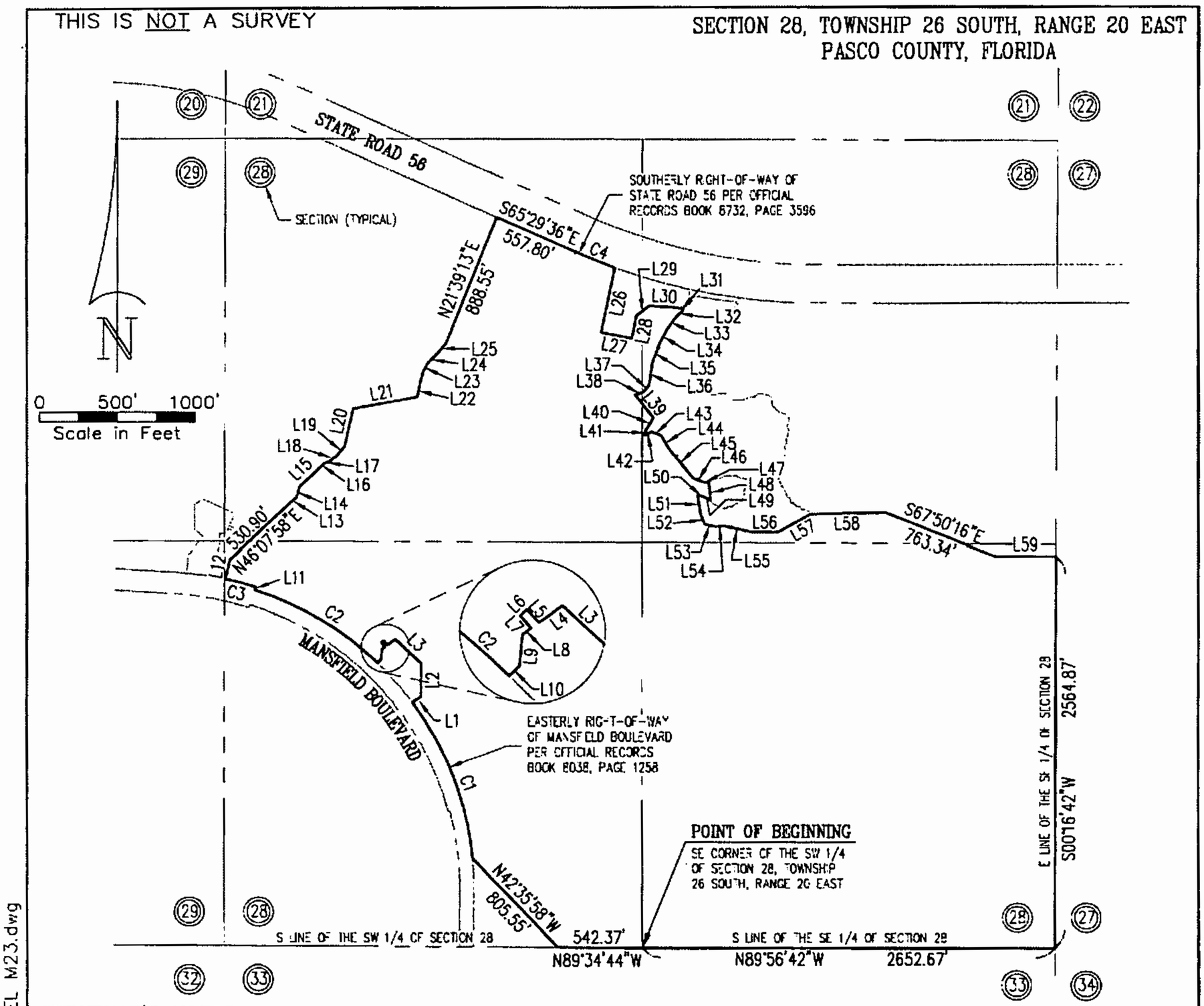
SKETCH & LEGAL

MAGGIE POND, LLC.

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ENGINEERING ASSOCIATES, INC.
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www.kingengineering.com
LB #2610

Sheet 3 of 3

Pasco County Associates II, LLLP – Parcel M23



SURVEYOR'S NOTES:

1. THE PURPOSE OF THE SKETCH SHOWN HEREON IS TO GRAPHICALLY DEPICT THOSE MATTERS INCLUDED IN THE ATTACHED LEGAL DESCRIPTION, AND IS NOT INTENDED TO DISPLAY EASEMENTS, RIGHTS-OF-WAY OR OWNERSHIP INFORMATION, IF ANY, THAT MIGHT AFFECT THIS PARCEL.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. ALL DISTANCES SHOWN HEREON ARE IN FEET.
5. BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, AS BEING NORTH 89°34'44" WEST, AS SHOWN HEREON.

GL HOMES WIREGRASS RANCH PARCEL

SCALE	DATE	DRAWN	CALCED	CHECKED
1" = 1000'	12/20/2012	J.E.B.	J.E.B.	J.D.G.
JOB No. 3858-002-000		SECTION 28	TOWNSHIP 26 SOUTH	RANGE 20 EAST

King
ENGINEERING ASSOCIATES, INC.
4921 MEMORIAL HIGHWAY
ONE MEMORIAL CENTER, SUITE 300
TAMPA, FLORIDA 33634
PHONE 813 • 880 • 8881
FAX 813 • 880 • 8882
E-MAIL king@kingengineering.com

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION

Sketch and Legal Description do not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5189
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 3

O:\SURVEY\3858\002\000\SKETCH & LEGAL\PARCEL M23.dwg

Pasco County Associates II, LLLP – Parcel M23 (cont.)

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA

LINE TABLE		
LINE	BEARING	LENGTH
L1	N53°58'43"E	65.22'
L2	N00°39'48"E	215.34'
L3	N46°28'57"W	226.91'
L4	S53°53'16"W	63.08'
L5	N41°16'12"W	38.35'
L6	S47°42'52"W	20.00'
L7	S41°16'12"E	36.19'
L8	S53°53'16"W	23.23'
L9	S05°27'21"W	68.23'
L10	S44°13'02"W	30.92'
L11	N17°56'40"E	20.00'
L12	N12°18'51"E	127.94'
L13	N48°25'19"E	52.27'
L14	N13°54'10"E	72.06'
L15	N46°09'46"E	175.13'
L16	N47°12'39"E	47.08'
L17	N68°12'39"E	32.02'
L18	N54°07'42"E	61.67'
L19	N39°51'27"E	81.29'
L20	N11°51'05"E	252.32'
L21	N79°28'31"E	419.90'
L22	N12°13'45"E	161.52'
L23	N26°33'24"E	67.49'
L24	N43°30'37"E	97.40'
L25	N40°04'07"E	80.97'
L26	S11°47'03"W	430.00'
L27	S78°12'57"E	200.00'
L28	N11°37'34"E	151.89'
L29	N51°33'42"E	104.41'
L30	S86°01'09"E	208.11'

LINE TABLE		
LINE	BEARING	LENGTH
L31	S46°23'23"E	16.94'
L32	S44°13'04"W	68.45'
L33	S36°32'09"W	91.45'
L34	S27°37'29"W	116.21'
L35	S19°44'26"W	129.99'
L36	S08°06'57"W	148.28'
L37	S39°27'47"W	53.10'
L38	S69°52'29"W	58.75'
L39	S36°12'43"E	190.60'
L40	S31°28'41"W	95.64'
L41	S12°55'52"W	36.45'
L42	N61°55'19"E	51.01'
L43	S67°54'24"E	68.64'
L44	S29°44'32"E	108.80'
L45	S39°21'03"E	238.78'
L46	S68°32'53"E	66.37'
L47	S83°57'36"E	39.29'
L48	S05°34'44"E	119.16'
L49	N59°30'52"W	53.96'
L50	N80°20'29"W	40.03'
L51	S10°01'57"E	130.74'
L52	S20°51'26"E	67.11'
L53	S76°14'18"E	67.16'
L54	N86°36'23"E	63.57'
L55	S77°34'25"E	175.56'
L56	S89°44'15"E	173.59'
L57	N60°22'59"E	240.47'
L58	N88°48'02"E	477.09'
L59	N90°00'00"E	391.96'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	2030.00'	1102.18'	1088.69'	N20°36'17"W	31°06'31"
C2	2030.00'	930.86'	922.72'	N58°55'09"W	26°16'23"
C3	2050.00'	200.04'	199.96'	N74°51'04"W	5°35'27"
C4	3725.00'	270.55'	270.49'	S67°34'27"E	4°09'41"

Q:\SURVEY\3858\002\000\SKETCH & LEGAL\PARCEL M23.dwg

GL HOMES WIREGRASS RANCH PARCEL

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Sheet 2 of 3

Pasco County Associates II, LLLP – Parcel M23 (cont.)

THIS IS NOT A SURVEY

SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND LYING AND BEING IN SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 89°34'44" WEST, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 28, A DISTANCE OF 542.37 FEET; THENCE NORTH 42°35'58" WEST, A DISTANCE OF 805.55 FEET TO THE POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY OF MANSFIELD BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 8038, PAGE 1258 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE NORTHERLY 1,102.18 FEET ALONG THE ARC OF SAID CURVE, SAME BEING SAID EASTERLY RIGHT-OF-WAY OF MANSFIELD BOULEVARD, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 31°06'31", AND A CHORD BEARING AND DISTANCE OF NORTH 20°36'17" WEST 1,088.69 FEET; THENCE LEAVING SAID EASTERLY RIGHT-OF-WAY, NORTH 53°58'43" EAST, A DISTANCE OF 65.22 FEET; THENCE NORTH 00°39'48" EAST, A DISTANCE OF 215.34 FEET; THENCE NORTH 46°28'57" WEST, A DISTANCE OF 226.91 FEET; THENCE SOUTH 53°53'16" WEST, A DISTANCE OF 63.08 FEET; THENCE NORTH 41°16'12" WEST, A DISTANCE OF 38.35 FEET; THENCE SOUTH 47°42'52" WEST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 41°16'12" EAST, A DISTANCE OF 36.19 FEET; THENCE SOUTH 53°53'16" WEST, A DISTANCE OF 23.23 FEET; THENCE SOUTH 05°27'21" WEST, A DISTANCE OF 68.23 FEET; THENCE SOUTH 44°13'02" WEST, A DISTANCE OF 30.92 FEET TO THE POINT OF INTERSECTION WITH SAID EASTERLY RIGHT-OF-WAY OF MANSFIELD BOULEVARD, SAME BEING A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID EASTERLY RIGHT-OF-WAY OF MANSFIELD BOULEVARD; (1) NORTHWESTERLY 930.86 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 26°16'23", AND A CHORD BEARING AND DISTANCE OF NORTH 58°55'09" WEST 922.72 FEET; (2) NORTH 17°56'40" EAST, A DISTANCE OF 20.00 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT; (3) WESTERLY 200.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,050.00 FEET, A CENTRAL ANGLE OF 05°35'27", AND A CHORD BEARING AND DISTANCE OF NORTH 74°51'04" WEST 199.96 FEET; THENCE NORTH 12°18'51" EAST, A DISTANCE OF 127.94 FEET; THENCE NORTH 46°07'58" EAST, A DISTANCE OF 530.90 FEET; THENCE NORTH 48°25'19" EAST, A DISTANCE OF 62.27 FEET; THENCE NORTH 13°54'10" EAST, A DISTANCE OF 72.06 FEET; THENCE NORTH 46°09'46" EAST, A DISTANCE OF 175.13 FEET; THENCE NORTH 47°12'39" EAST, A DISTANCE OF 47.08 FEET; THENCE NORTH 68°12'39" EAST, A DISTANCE OF 32.02 FEET; THENCE NORTH 54°07'42" EAST, A DISTANCE OF 61.67 FEET; THENCE NORTH 39°51'27" EAST, A DISTANCE OF 81.29 FEET; THENCE NORTH 11°51'05" EAST, A DISTANCE OF 252.32 FEET; THENCE NORTH 79°28'31" EAST, A DISTANCE OF 419.90 FEET; THENCE NORTH 12°13'45" EAST, A DISTANCE OF 161.52 FEET; THENCE NORTH 26°33'24" EAST, A DISTANCE OF 67.49 FEET; THENCE NORTH 43°30'37" EAST, A DISTANCE OF 97.40 FEET; THENCE NORTH 40°04'07" EAST, A DISTANCE OF 80.97 FEET; THENCE NORTH 21°39'13" EAST, A DISTANCE OF 888.55 FEET TO THE POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 56 ACCORDING TO OFFICIAL RECORDS BOOK 8732, PAGE 3596 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTHERLY RIGHT-OF-WAY OF STATE ROAD 56; (1) SOUTH 65°29'36" EAST, A DISTANCE OF 557.80 FEET TO A POINT ON A CURVE TO THE LEFT; (2) EASTERLY 270.55 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,725.00 FEET, A CENTRAL ANGLE OF 04°09'41", AND A CHORD BEARING AND DISTANCE OF SOUTH 67°34'27" EAST 270.49 FEET; THENCE SOUTH 11°47'03" WEST, A DISTANCE OF 430.00 FEET; THENCE SOUTH 78°12'57" EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 11°37'34" EAST, A DISTANCE OF 151.89 FEET; THENCE NORTH 51°33'42" EAST, A DISTANCE OF 104.41 FEET; THENCE SOUTH 86°01'09" EAST, A DISTANCE OF 208.11 FEET; THENCE SOUTH 46°23'23" EAST, A DISTANCE OF 16.94 FEET; THENCE SOUTH 44°13'04" WEST, A DISTANCE OF 68.45 FEET; THENCE SOUTH 36°32'09" WEST, A DISTANCE OF 91.45 FEET; THENCE SOUTH 27°37'29" WEST, A DISTANCE OF 116.21 FEET; THENCE SOUTH 19°44'26" WEST, A DISTANCE OF 129.99 FEET; THENCE SOUTH 08°06'57" WEST, A DISTANCE OF 148.28 FEET; THENCE SOUTH 39°27'47" WEST, A DISTANCE OF 53.10 FEET; THENCE SOUTH 69°52'29" WEST, A DISTANCE OF 58.75 FEET; THENCE SOUTH 38°12'43" EAST, A DISTANCE OF 190.60 FEET; THENCE SOUTH 31°28'41" WEST, A DISTANCE OF 95.64 FEET; THENCE SOUTH 12°55'52" WEST, A DISTANCE OF 36.45 FEET; THENCE NORTH 61°55'19" EAST, A DISTANCE OF 51.01 FEET; THENCE SOUTH 67°54'24" EAST, A DISTANCE OF 68.64 FEET; THENCE SOUTH 29°44'32" EAST, A DISTANCE OF 108.80 FEET; THENCE SOUTH 39°21'03" EAST, A DISTANCE OF 238.78 FEET; THENCE SOUTH 68°32'53" EAST, A DISTANCE OF 66.37 FEET; THENCE SOUTH 83°57'36" EAST, A DISTANCE OF 39.29 FEET; THENCE SOUTH 05°34'44" EAST, A DISTANCE OF 119.16 FEET; THENCE NORTH 59°30'52" WEST, A DISTANCE OF 53.96 FEET; THENCE NORTH 80°20'29" WEST, A DISTANCE OF 40.03 FEET; THENCE SOUTH 10°01'57" EAST, A DISTANCE OF 130.74 FEET; THENCE SOUTH 20°51'26" EAST, A DISTANCE OF 67.11 FEET; THENCE SOUTH 76°14'18" EAST, A DISTANCE OF 67.16 FEET; THENCE NORTH 86°36'23" EAST, A DISTANCE OF 63.57 FEET; THENCE SOUTH 77°34'25" EAST, A DISTANCE OF 175.56 FEET; THENCE SOUTH 89°44'15" EAST, A DISTANCE OF 173.59 FEET; THENCE NORTH 60°22'59" EAST, A DISTANCE OF 240.47 FEET; THENCE NORTH 88°48'02" EAST, A DISTANCE OF 477.09 FEET; THENCE SOUTH 67°50'16" EAST, A DISTANCE OF 763.34 FEET; THENCE NORTH 90°00'00" EAST, A DISTANCE OF 391.96 FEET TO THE POINT OF INTERSECTION WITH THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 28; THENCE SOUTH 00°16'42" WEST, ALONG SAID EAST LINE OF THE SOUTHEAST 1/4 OF SECTION 28, A DISTANCE OF 2,564.87 FEET; THENCE NORTH 89°56'42" WEST, ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4 OF SECTION 28, A DISTANCE OF 2,652.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 332.09 ACRES.

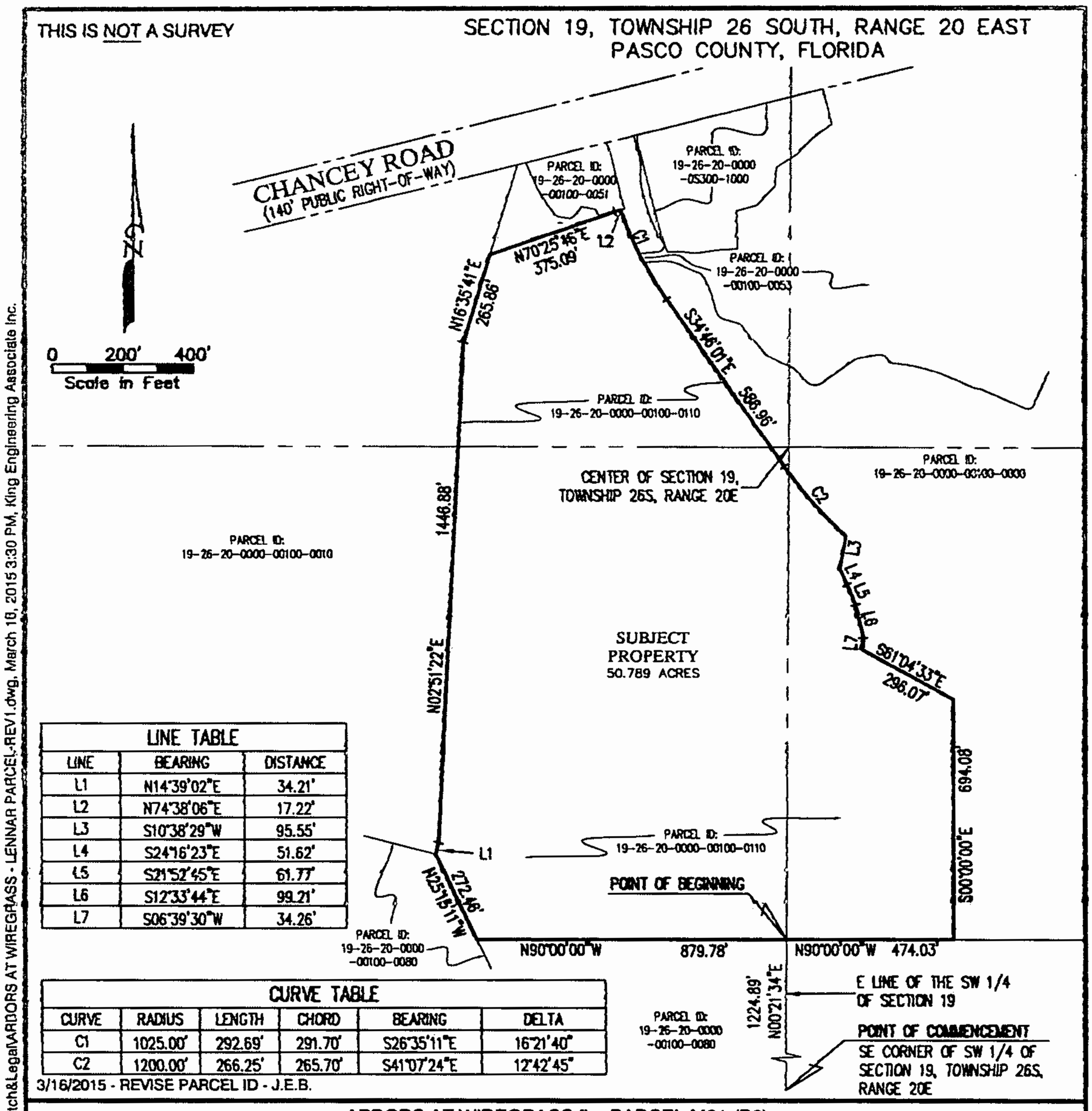
GL HOMES WIREGRASS RANCH PARCEL

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Sheet 3 of 3

Lennar Homes, LLC – Arbors at Wiregrass fka Parcel M21 (P2)



LINE TABLE		
LINE	BEARING	DISTANCE
L1	N14°39'02"E	34.21'
L2	N74°38'06"E	17.22'
L3	S10°38'29"W	95.55'
L4	S24°16'23"E	51.62'
L5	S21°52'45"E	61.77'
L6	S12°33'44"E	99.21'
L7	S06°39'30"W	34.26'

CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	1025.00'	292.69'	291.70'	S26°35'11"E	16°21'40"
C2	1200.00'	266.25'	265.70'	S41°07'24"E	12°42'45"

3/16/2015 - REVISE PARCEL ID - J.E.B.

ARBORS AT WIREGRASS fka PARCEL M21 (P2)

LENNAR PARCEL

SCALE	DATE	JOB No.		
1"=400'	11/6/2014	3163-300-002		
DRAWN	CHECKED	SECTION	TOWNSHIP	RANGE
J.E.B.	J.D.G.	19	26S	20E

King ENGINEERING ASSOCIATES, INC.
4921 Memorial Highway
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Fax 813 880-8882
www.kingengineering.com
LB #2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5189
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 2

Q:\SURVEY\3163\300\002\CAD\Basedata\Sketch&Legal\ARBORS AT WIREGRASS - LENNAR PARCEL-REV1.dwg, March 16, 2015 3:30 PM, King Engineering Associate Inc.

Lennar Homes, LLC – Arbors at Wiregrass fka Parcel M21 (P2) (cont.)

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING ASSOCIATES, INC.)

A PARCEL OF LAND LYING IN SECTION 19, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE NORTH 00°21'34" EAST, ALONG THE EAST LINE OF SAID SOUTHWEST 1/4, A DISTANCE OF 1,224.89 FEET TO THE POINT OF BEGINNING; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 879.78 FEET; THENCE NORTH 25°15'11" WEST, A DISTANCE OF 272.46 FEET; THENCE NORTH 14°39'02" EAST, A DISTANCE OF 34.21 FEET; THENCE NORTH 02°51'22" EAST, A DISTANCE OF 1,446.88 FEET; THENCE NORTH 16°35'41" EAST, A DISTANCE OF 265.86 FEET; THENCE NORTH 70°25'46" EAST, A DISTANCE OF 375.09 FEET; THENCE NORTH 74°38'06" EAST, A DISTANCE OF 17.22 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE SOUTHEASTERLY 292.69 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,025.00 FEET, A CENTRAL ANGLE OF 16°21'40", AND A CHORD BEARING AND DISTANCE OF SOUTH 26°35'11" EAST 291.70 FEET; THENCE SOUTH 34°46'01" EAST, A DISTANCE OF 586.96 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHEASTERLY 266.25 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 1,200.00 FEET, A CENTRAL ANGLE OF 12°42'45", AND A CHORD BEARING AND DISTANCE OF SOUTH 41°07'24" EAST 265.70 FEET; THENCE SOUTH 10°38'29" WEST, A DISTANCE OF 95.55 FEET; THENCE SOUTH 24°16'23" EAST, A DISTANCE OF 51.62 FEET; THENCE SOUTH 21°52'45" EAST, A DISTANCE OF 61.77 FEET; THENCE SOUTH 12°33'44" EAST, A DISTANCE OF 99.21 FEET; THENCE SOUTH 06°39'30" WEST, A DISTANCE OF 34.26 FEET; THENCE SOUTH 61°04'33" EAST, A DISTANCE OF 296.07 FEET; THENCE SOUTH 00°00'00" EAST, A DISTANCE OF 694.08 FEET; THENCE NORTH 90°00'00" WEST, A DISTANCE OF 474.03 FEET TO THE POINT OF BEGINNING.

CONTAINING 50.789 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE EAST LINE OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 26 SOUTH, RANGE 20 EAST, BEING NORTH 00°21'34" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

3/16/2015 - REVISE PARCEL ID - J.E.B.

ARBORS AT WIREGRASS fka PARCEL M21 (P2)

LENNAR PARCEL

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LB #2610

Sheet 2 of 2

Q:\SURVEY\3163\30\002\CAD\Basedata\Sketch&Legal\ARBORS AT WIREGRASS - LENNAR PARCEL-REV1.dwg, March 16, 2015 3:17 PM, King Engineering Associate Inc.

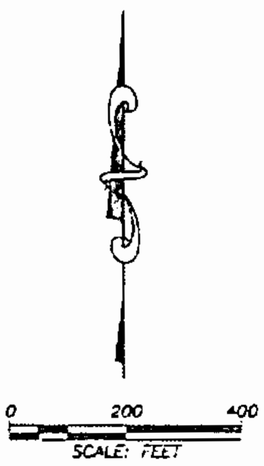
M/I Homes of Tampa, LLC – Parcel P11

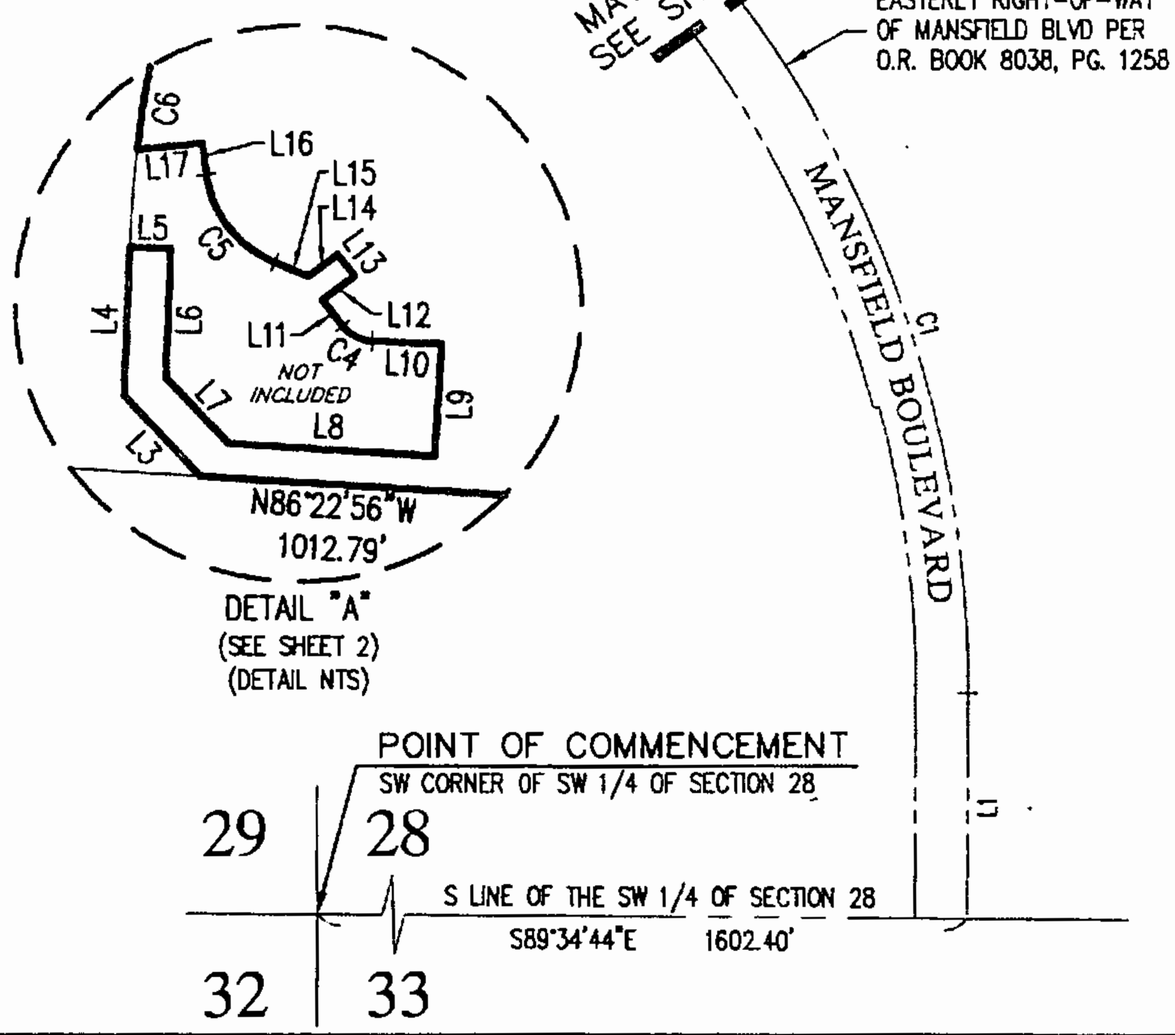
THIS IS NOT A SURVEY

SECTIONS 28 & 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N00°25'16"E	395.38'
L2	N17°56'40"E	20.00'
L3	N42°36'13"W	64.45'
L4	N02°23'47"E	86.82'
L5	S87°36'13"E	23.54'
L6	S02°23'47"W	75.00'
L7	S42°36'13"E	53.35'
L8	S86°22'56"E	118.13'
L9	N03°37'04"E	66.09'
L10	N87°42'28"W	39.50'
L11	N37°08'47"W	18.90'
L12	N52°51'13"E	23.00'
L13	N37°08'47"W	15.88'
L14	S52°51'13"W	21.26'
L15	N67°03'42"W	20.69'
L16	N07°35'02"W	18.45'
L17	S84°16'49"W	37.49'
L18	S89°18'55"E	250.35'
L19	S11°51'05"W	252.32'
L20	S39°51'27"W	81.29'
L21	S54°07'42"W	61.67'
L22	S68°12'39"W	32.02'
L23	S47°12'39"W	47.08'
L24	S46°09'46"W	175.13'
L25	S13°54'10"W	72.06'
L26	S48°25'19"W	62.27'
L27	S12°18'51"W	127.94'

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,030.00'	72°28'37"	2,567.87'	N35°49'02"W	2,400.06'
C2	2,050.00'	5°35'27"	200.04'	N74°51'04"W	199.96'
C3	2,050.00'	8°44'09"	312.56'	N82°00'52"W	312.26'
C4	23.00'	50°33'42"	20.30'	N62°25'37"W	19.64'
C5	65.00'	59°28'40"	67.48'	N37°19'22"W	64.49'
C6	666.00'	84°04'28"	977.27'	N48°38'51"E	891.93'
C7	766.00'	67°58'46"	908.83'	N56°41'42"E	856.46'





WINDERMERE ESTATES

PHASE 1 AND PHASE 2

SCALE	DATE	JOB No.		
1" = 400'	7/1/2015	3855-006-001		
DRAWN	CHECKED	SECTION	TOWNSHIP	RANGE
JEB	JEB	28 & 29	26 S	20 E

King
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LB #2610

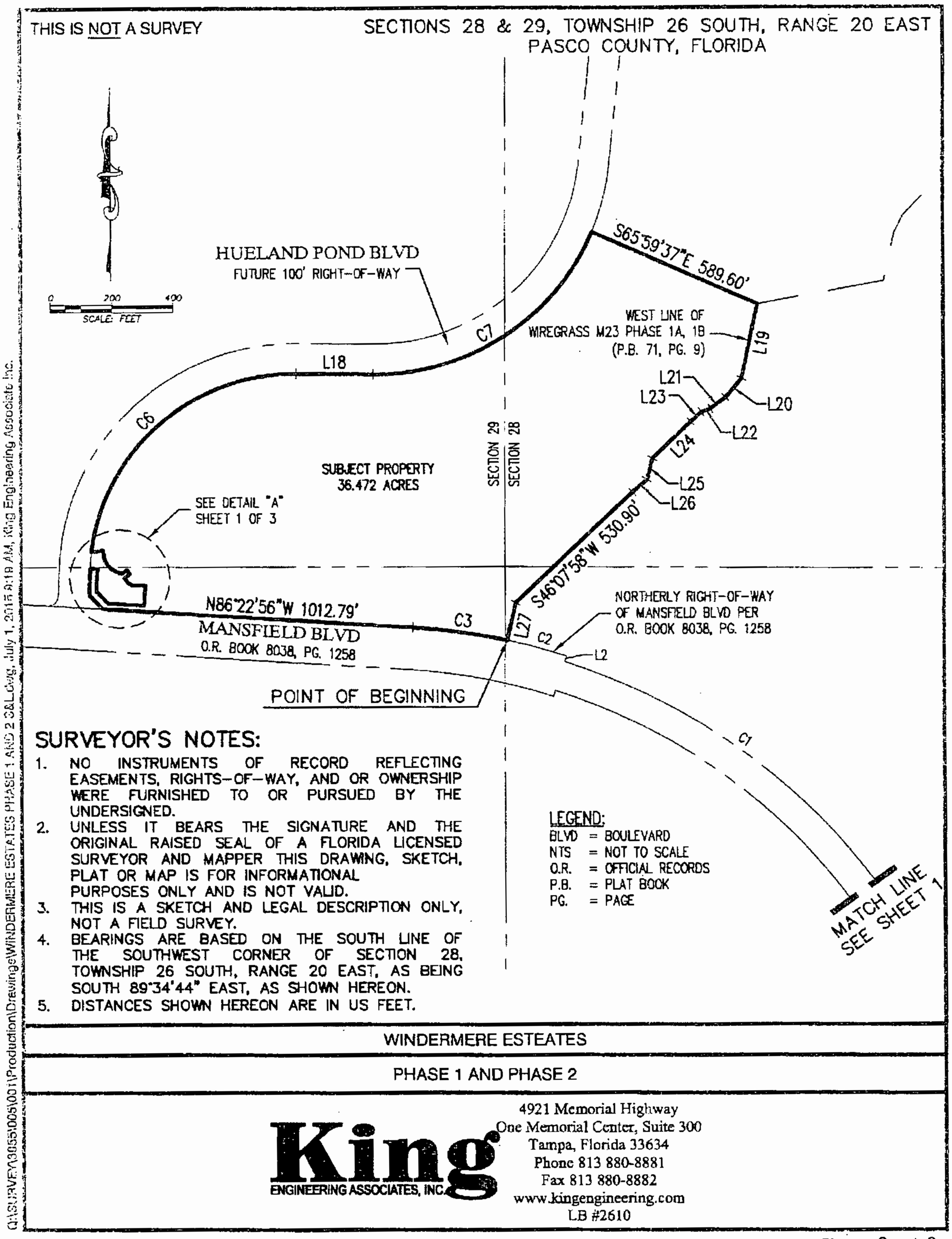
CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper

JAMES D. GREER
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5189
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 3

Q:\SURVEY\3855\005\001\Production\Drawings\WINDERMERE ESTATES PHASE 1 AND 2 G3L.dwg, July 1, 2015 8:19 AM, King Engineering Associates Inc.

M/I Homes of Tampa, LLC – Parcel P11 (cont.)



SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST CORNER OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, AS BEING SOUTH 89°34'44" EAST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

WINDERMERE ESTEATES

PHASE 1 AND PHASE 2

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Q:\SURVEY\3055\005\001\Production\Drawings\WINDERMERE ESTATES PHASE 1 AND 2 3&L.dwg, July 1, 2015 9:19 AM, King Engineering Associate Inc.

Sheet 2 of 3

M/I Homes of Tampa, LLC – Parcel P11 (cont.)

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING)

A PARCEL OF LAND LYING IN SECTIONS 28 AND 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°34'44" EAST, ALONG THE SOUTH LINE OF SAID SOUTHWEST 1/4 OF SECTION 28, A DISTANCE OF 1,602.40 FEET; THENCE THE FOLLOWING SIX (6) COURSES ALONG THE EASTERLY AND NORTHERLY RIGHT-OF-WAY OF MANSFIELD BOULEVARD ACCORDING TO OFFICIAL RECORDS BOOK 8038, PAGE 1258 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA: (1) NORTH 00°25'16" EAST, A DISTANCE OF 395.38 FEET TO A POINT ON A CURVE TO THE LEFT; (2) NORTHWESTERLY 2,567.87 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,030.00 FEET, A CENTRAL ANGLE OF 72°28'37", AND A CHORD BEARING AND DISTANCE OF NORTH 35°49'02" WEST 2,400.06 FEET; (3) NORTH 17°56'40" EAST, A DISTANCE OF 20.00 FEET TO THE POINT ON A NON-TANGENT CURVE TO THE LEFT; (4) WESTERLY 200.04 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,050.00 FEET, A CENTRAL ANGLE OF 05°35'27", AND A CHORD BEARING AND DISTANCE OF NORTH 74°51'04" WEST 199.96 FEET TO THE POINT OF BEGINNING; (5) CONTINUE WESTERLY 312.56 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,050.00 FEET, A CENTRAL ANGLE OF 08°44'09", AND A CHORD BEARING AND DISTANCE OF NORTH 82°00'52" WEST 312.26 FEET; (6) NORTH 86°22'56" WEST, A DISTANCE OF 1,012.79 FEET; THENCE NORTH 42°36'13" WEST, A DISTANCE OF 64.45 FEET; THENCE NORTH 02°23'47" EAST, A DISTANCE OF 86.82 FEET; THENCE SOUTH 87°36'13" EAST, A DISTANCE OF 23.54 FEET; THENCE SOUTH 02°23'47" WEST, A DISTANCE OF 75.00 FEET; THENCE SOUTH 42°36'13" EAST, A DISTANCE OF 53.35 FEET; THENCE SOUTH 86°22'56" EAST, A DISTANCE OF 118.13 FEET; THENCE NORTH 03°37'04" EAST, A DISTANCE OF 66.09 FEET; THENCE NORTH 87°42'28" WEST, A DISTANCE OF 39.50 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 20.30 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 23.00 FEET, A CENTRAL ANGLE OF 50°33'42", AND A CHORD BEARING AND DISTANCE OF NORTH 62°25'37" WEST 19.64 FEET; THENCE NORTH 37°08'47" WEST, A DISTANCE OF 18.90 FEET; THENCE NORTH 52°51'13" EAST, A DISTANCE OF 23.00 FEET; THENCE NORTH 37°08'47" WEST, A DISTANCE OF 15.88 FEET; THENCE SOUTH 52°51'13" WEST, A DISTANCE OF 21.26 FEET; THENCE NORTH 67°03'42" WEST, A DISTANCE OF 20.69 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 67.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 65.00 FEET, A CENTRAL ANGLE OF 59°28'40", AND A CHORD BEARING AND DISTANCE OF NORTH 37°19'22" WEST 64.49 FEET; THENCE NORTH 07°35'02" WEST, A DISTANCE OF 18.45 FEET; THENCE SOUTH 84°16'49" WEST, A DISTANCE OF 37.49 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE NORTHEASTERLY 977.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 666.00 FEET, A CENTRAL ANGLE OF 84°04'28", AND A CHORD BEARING AND DISTANCE OF NORTH 48°38'51" EAST 891.93 FEET; THENCE SOUTH 89°18'55" EAST, A DISTANCE OF 250.35 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE NORTHEASTERLY 908.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 766.00 FEET, A CENTRAL ANGLE OF 67°58'46", AND A CHORD BEARING AND DISTANCE OF NORTH 56°41'42" EAST 856.46 FEET; THENCE SOUTH 65°59'37" EAST, A DISTANCE OF 589.60 FEET TO THE WEST LINE OF WIREGRASS M23 PHASE 1A, 1B ACCORDING TO PLAT BOOK 71, PAGE 9 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE ALONG SAID WEST LINE OF WIREGRASS M23 PHASE 1A, 1B THE FOLLOWING TEN (10) COURSES: (1) SOUTH 11°51'05" WEST, A DISTANCE OF 252.32 FEET; (2) SOUTH 39°51'27" WEST, A DISTANCE OF 81.29 FEET; (3) SOUTH 54°07'42" WEST, A DISTANCE OF 61.67 FEET; (4) SOUTH 68°12'39" WEST, A DISTANCE OF 32.02 FEET; (5) SOUTH 47°12'39" WEST, A DISTANCE OF 47.08 FEET; (6) SOUTH 46°09'46" WEST, A DISTANCE OF 175.13 FEET; (7) SOUTH 13°54'10" WEST, A DISTANCE OF 72.06 FEET; (8) SOUTH 48°25'19" WEST, A DISTANCE OF 62.27 FEET; (9) SOUTH 46°07'58" WEST, A DISTANCE OF 530.90 FEET; (10) SOUTH 12°18'51" WEST, A DISTANCE OF 127.94 FEET TO THE POINT OF BEGINNING.

CONTAINING 36.472 ACRES.

C:\SURVEY\5855\005\OC1\Production\Drawings\WINDERMERE ESTATES PHASE 1 AND 2 SSI.dwg, July 1, 2015 9:15 AM, King Engineering Associates Inc.

WINDERMERE ESTEATES

PHASE 1 AND PHASE 2

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4921 Memorial Highway
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Tampa, Florida 33634
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Fax 813 880-8882
www.kingengineering.com
LB #2610

Sheet 3 of 3

Wiregrass Ranch, Inc. – Parcel M24

A PARCEL OF LAND LYING WITHIN SECTIONS 20, 21, 28 AND 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

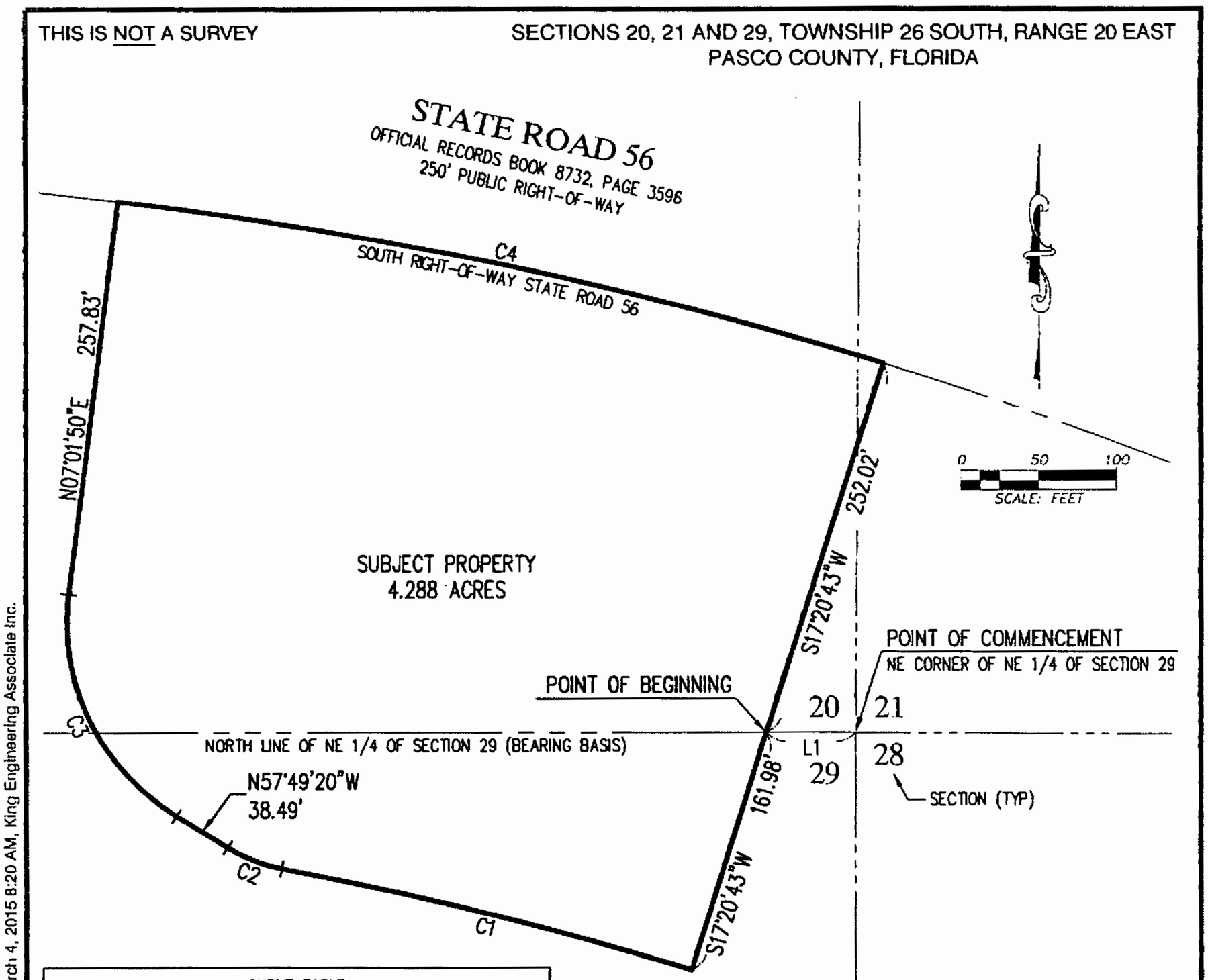
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°58'06" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 29, A DISTANCE OF 795.38 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02°39'10" WEST, A DISTANCE OF 368.35 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, SAME BEING A POINT ON THE SOUTH RIGHT-OF-WAY OF STATE ROAD 56 AS RECORDED IN OFFICIAL RECORDS BOOK 8732, PAGE 3596 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE THE FOLLOWING TWO (2) COURSES ALONG SAID SOUTH RIGHT-OF-WAY OF STATE ROAD 56: (1) EASTERLY 1,187.43 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,775.00 FEET, A CENTRAL ANGLE OF 24°31'02", AND A CHORD BEARING AND DISTANCE OF SOUTH 77°45'07" EAST 1,178.40 FEET; (2) SOUTH 65°29'36" EAST, A DISTANCE OF 183.27 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE SOUTHERLY 39.27 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00", AND A CHORD BEARING AND DISTANCE OF SOUTH 20°29'36" EAST 35.36 FEET; THENCE SOUTH 24°30'24" WEST, A DISTANCE OF 96.65 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHERLY 494.33 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,071.00 FEET, A CENTRAL ANGLE OF 09°13'22", AND A CHORD BEARING AND DISTANCE OF SOUTH 19°53'43" WEST 493.80 FEET; THENCE NORTH 72°41'49" WEST, A DISTANCE OF 395.31 FEET; THENCE SOUTH 38°44'17" WEST, A DISTANCE OF 834.17 FEET; THENCE NORTH 11°15'34" WEST, A DISTANCE OF 1,042.96 FEET; THENCE NORTH 02°39'10" WEST, A DISTANCE OF 53.71 FEET TO THE POINT OF BEGINNING.

CONTAINING 24.815 ACRES.

Prevarian Companies, LP – Parcel M24 (Lot 1)

THIS IS NOT A SURVEY

SECTIONS 20, 21 AND 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST
PASCO COUNTY, FLORIDA



CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	BEARING	CHORD
C1	2,361.00'	6°34'05"	270.65'	N75°52'26"W	270.50'
C2	100.00'	21°20'09"	37.24'	N68°29'24"W	37.02'
C3	150.00'	64°51'10"	169.78'	N25°23'45"W	160.86'
C4	2,775.00'	10°22'11"	502.24'	S77°47'04"E	501.56'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S89°58'06"W	57.20'

BEACH HOUSE ALF

PROJECT BOUNDARY

SCALE	DATE	JOB No.		
1" = 100'	3/3/2015	10061-00-01		
DRAWN	CHECKED	SECTION	TOWNSHIP	RANGE
JEB	DWMD	21,21&29	26 S	20 E

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Fax 813 880-8882
www.kingengineering.com
LB #2610

CERTIFIED AS TO SKETCH AND LEGAL DESCRIPTION
Sketch and Legal Description not valid without the signature and the original raised seal of a Florida licensed Surveyor and Mapper.

DAVID WILLIAM MCDANIEL, PSM
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA # L.S. 5840
CERTIFICATE OF AUTHORIZATION No. LB 2610

Sheet 1 of 2

Q:\SURVEY\10061\00\01\Production\Drawings\S&L-BEACH HOUSE ALF.dwg, March 4, 2015 8:20 AM, King Engineering Associate Inc.

Prevarian Companies, LP – Parcel M24 (Lot 1) (cont.)

THIS IS NOT A SURVEY

LEGAL DESCRIPTION: (BY KING ENGINEERING ASSOCIATES, INC.)

A PARCEL OF LAND LYING WITHIN SECTIONS 20, 21 AND 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING THE NORTHEAST CORNER OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 20 EAST, PASCO COUNTY, FLORIDA; THENCE SOUTH 89°58'06" WEST, ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 29 (BEING THE BASIS OF BEARINGS FOR THIS DESCRIPTION), A DISTANCE OF 57.20 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 17°20'43" WEST, A DISTANCE OF 161.98 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE WESTERLY 270.65 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 2,361.00 FEET, A CENTRAL ANGLE OF 06°34'05", AND A CHORD BEARING AND DISTANCE OF NORTH 75°52'26" WEST 270.50 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT; THENCE WESTERLY 37.24 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 21°20'09", AND A CHORD BEARING AND DISTANCE OF NORTH 68°29'24" WEST 37.02 FEET; THENCE NORTH 57°49'20" WEST, A DISTANCE OF 38.49 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 169.78 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 64°51'10", AND A CHORD BEARING AND DISTANCE OF NORTH 25°23'45" WEST 160.86 FEET; THENCE NORTH 07°01'50" EAST, A DISTANCE OF 257.83 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT, SAME BEING A POINT ON THE SOUTH RIGHT-OF-WAY OF STATE ROAD 56 AS RECORDED IN OFFICIAL RECORDS BOOK 8732, PAGE 3596 OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA; THENCE EASTERLY 502.24 FEET ALONG THE ARC OF SAID CURVE, SAME BEING SAID SOUTH RIGHT-OF-WAY OF STATE ROAD 56, HAVING A RADIUS OF 2,775.00 FEET, A CENTRAL ANGLE OF 10°22'11", AND A CHORD BEARING AND DISTANCE OF SOUTH 77°47'04" EAST 501.56 FEET; THENCE LEAVING SAID SOUTH RIGHT-OF-WAY, SOUTH 17°20'43" WEST, A DISTANCE OF 252.02 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.288 ACRES.

SURVEYOR'S NOTES:

1. NO INSTRUMENTS OF RECORD REFLECTING EASEMENTS, RIGHTS-OF-WAY, AND OR OWNERSHIP WERE FURNISHED TO OR PURSUED BY THE UNDERSIGNED.
2. UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER THIS DRAWING, SKETCH, PLAT OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
3. THIS IS A SKETCH AND LEGAL DESCRIPTION ONLY, NOT A FIELD SURVEY.
4. BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHEAST 1/4 OF SECTION 29, TOWNSHIP 26 SOUTH, RANGE 19 EAST, AS BEING SOUTH 89°58'06" WEST, AS SHOWN HEREON.
5. DISTANCES SHOWN HEREON ARE IN US FEET.

Q:\SURVEY\10061\00\01\Production\Drawings\S&L-BEACH HOUSE ALF.dwg, March 4, 2015 8:20 AM, King Engineering Associate Inc.

BEACH HOUSE ALF

PROJECT BOUNDARY

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LB #2610

Sheet 2 of 2

{END OF EXHIBIT C}

{EXHIBIT D COMMENCES ON FOLLOWING PAGE}

EXHIBIT "D"

FILED
SECRETARY OF STATE
TALLAHASSEE, FLORIDA
15 AUG 13 PM 12:19

ARTICLES OF INCORPORATION
OF
WIREGRASS RANCH MASTER ASSOCIATION, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION

The undersigned hereby incorporates for the purpose of becoming a not-for-profit corporation under the laws of the State of Florida, by and under the provisions of the statutes of the State of Florida, providing for the formation, immunities, liability, privileges, and rights of a not-for-profit corporation.

ARTICLE I
NAME, OFFICE, AND REGISTERED AGENT

1.1 **Name**. The name of this corporation shall be "Wiregrass Ranch Master Association, Inc.," a Florida not-for-profit corporation (hereinafter referred to as the "**Master Association**").

1.2 **Office**. The street address of the initial principal office and mailing address of the Master Association is: 201 North Franklin Street, Suite 2000, Tampa, Florida 33602.

1.3 **Initial Registered Agent**. The initial registered agent for the Master Association is: James W. Goodwin, Esq., 201 North Franklin Street, Suite 2000, Tampa, Florida 33602.

ARTICLE II
DEFINITIONS

2.1 The words used in these Articles of Incorporation ("**Articles**") shall be given their normal, commonly understood definitions. Unless defined in these Articles, capitalized terms shall have the same meanings as used in the "Master Declaration of Covenants, Conditions, Restrictions, and Easements for Portions of Wiregrass Ranch Located in Pasco County, Florida, and for the Wiregrass Ranch Master Association, Inc." ("**Master Declaration**"), as it may be amended or supplemented from time to time.

ARTICLE III
PURPOSE

3.1 The general nature of the business to be conducted by the Master Association shall be the operation and management of the affairs and property of the master homeowners' association for the portions of the Wiregrass Ranch DRI/MPUD located in Pasco County, Florida submitted to the Committed Property, and to perform all acts assigned to it in the Master Declaration and in Chapter 720, *Fla. Stat.*, including, but not limited to and without limitation:

3.1.1 To operate as a not-for-profit corporation pursuant to Chapter 617, *Fla. Stat.* The Master Association does not contemplate pecuniary gain or profit to the Members thereof.

3.1.2 To administer, enforce, and carry out the terms and provisions of the Master Declaration, as same may be amended or supplemented from time to time, and to exercise

such powers and perform such other duties and discharge such other responsibilities as may be imposed upon, or assigned, delegated, or granted to, or otherwise permitted to be exercised by, the Master Association pursuant to the Master Declaration.

3.1.3 To provide for Maintenance and preservation of such portions of the Committed Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Master Association, pursuant to the Master Declaration and any amendment or supplement thereto.

3.1.4 To hold, manage, and own portions of the Committed Property as may be conveyed to the Master Association, pursuant to the Master Declaration and any amendment or supplement thereto.

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE IV
POWERS

4.1 **General Powers**. The Master Association shall have all of: the common law and statutory duties, powers, and privileges of a Florida not-for-profit corporation, and the duties, powers, and privileges set forth in the Master Declaration and in Chapter 720, *Fla. Stat.*, which are not in conflict with the terms of these Articles.

4.2 **Specific Powers**. In addition to the aforementioned general powers the Master Association shall have all of the powers and duties reasonably necessary to maintain, manage, and operate the master homeowners' association, including but not limited to and without limitation, the following:

4.2.1 To enter into, establish, and enforce agreements, bylaws, covenants, restrictions, and/or rules and regulations appropriate and/or necessary to carry out the purposes of the Master Association, and as may be otherwise contemplated, permitted, and/or required by the Master Association.

4.2.2 To make and collect Assessments against Members to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the property and facilities serving the Committed Property, and any additions thereto as may hereafter be brought within the jurisdiction of the Master Association, pursuant to the Master Declaration and any amendment or supplement thereto.

4.2.3 To make and collect Assessments against Members to defray the costs, expenses, losses, and/or reserves incurred in the management, Maintenance, operation, repair, and replacement of the Surface Water Management System.

4.2.4 To use the proceeds of Assessments in the exercise of its powers and duties.

4.2.5 If provided in the Master Declaration, the Bylaws, and/or Use Restrictions, Rules, and Regulations, to charge interest and late charges on delinquent or past-due Assessments,

and to accelerate the Assessments of a Member who is delinquent in payment of any installment of Assessments.

4.2.6 To hold funds for the exclusive benefit of the Members of the Master Association, as set forth in these Articles and as provided in the Master Declaration and/or the Bylaws.

4.2.7 To purchase insurance upon the Common Areas, and insurance for the protection of the Master Association, its Board (directors, officers, committee members, and/or members of boards appointed by the Board), Members, and such other parties as the Master Association may determine to be in the best interests of the Master Association.

4.2.8 To administer, convey, improve, lease, own, Maintain, manage, mortgage, operate, purchase, repair, replace, and/or sell real and/or personal property on behalf of the Master Association, including, but not limited to and without limitation, Parcels and/or Property Units, and regardless of whether such property is contained with the Committed Property.

4.2.9 To administer, install, Maintain, manage, operate, replace and/or replace all Common Areas and such other portions of the Committed Property as may be determined appropriate and/or necessary by the Board from time to time, in accordance with, or as may be otherwise contemplated, permitted, and/or required by the Master Declaration.

4.2.10 To make, amend, and enforce reasonable Bylaws and/or Use Restrictions, Rules, and Regulations respecting the use and occupancy of the Common Areas, for the health, comfort, safety, and welfare of the Members. All such Bylaws and/or Use Restrictions, Rules, and Regulations, and amendments or supplements thereto, shall be approved by the Board in accordance with the Master Declaration and the Bylaws.

4.2.11 To enforce by legal means the provisions of Chapter 720, *Fla. Stat.*, the Master Declaration, these Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, and/or the Design Review Manual.

4.2.12 To perform all acts necessary to comply with the provisions of Chapter 720, *Fla. Stat.*, the Master Declaration, these Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, the Voting and Assessment Formula, and/or the Design Review Manual, and to act with all powers enumerated therein.

4.2.13 To exercise when assigned or designated by the Declarant, the design review over all buildings, Improvements, and/or structures to be placed or constructed upon any portion of the Committed Property which is subject to the Declarant's and/or the Master Association's design review. Such control shall be exercised pursuant to the Master Declaration.

4.2.14 To provide for such services within the Committed Property as the Board in its discretion determines appropriate and/or necessary.

4.2.15 To contract for the Maintenance, management, and/or operation of the Common Areas, and to delegate to such contractor(s) all powers and duties of the Master

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SECRETARY OF STATE
DIVISION OF CORPORATIONS
5 AUG PM 12

Association, except to the extent as such are specifically required by Chapter 720, *Fla. Stat.* or the Master Declaration to have the approval of the Board and/or Members.

4.2.16 To contract with and authorize a management agent to assist the Master Association in carrying out its powers and duties by performing such functions which may include but shall not be limited to: enforcing the Bylaws and/or the Use Restrictions, Rules, and Regulations, collecting Assessments, preparing records, procuring bids, and/or Maintaining, repairing, and/or replacing the Common Areas, with such funds as shall be made available by the Master Association for such purposes.

4.2.17 To employ personnel necessary to perform the duties, obligations, and/or services required of, or to be performed by, the Master Association for the proper Maintenance, management, and operation of the Common Areas, and/or to contract with others for the performance of such obligations, services and/or duties and to pay the cost thereof in accordance with whatever reasonable contractual arrangement the Board shall enter into.

4.2.18 To purchase and own Parcels and/or Property Units in the Committed Property, and to acquire and hold, lease, mortgage, and/or convey the same, subject however, to the provisions of the Master Declaration and the Bylaws.

4.2.19 To acquire, improve, Maintain, provide, purchase, repair, and/or replace such Improvements and other real and/or personal property, for the health, safety, and general welfare of the Members as the Board in its discretion determines appropriate or necessary, including but not limited to and without limitation: buildings, structures, streetlights (to the extent not provided and Maintained by Government Authorities and/or Neighborhood Associations), streets (to the extent not provided and Maintained by Government Authorities and/or Neighborhood Associations), pathways, and other equipment and facilities.

4.2.20 To Maintain, operate, and repair the Surface Water Management System in accordance with the Master Declaration and/or in a manner consistent with the requirements of any applicable SWFWMD permits and rules, and to assist with the enforcement of the restrictions and covenants contained therein.

4.2.21 To obtain loans to provide funds for improving, Maintaining, operating, repairing, and/or replacing the Common Areas, and to pledge the income of the Master Association from Assessments as security for such loans.

4.2.22 To honor and perform under all contracts and agreements entered between third-parties and the Master Association, or third-parties and the Declarant which are assigned to the Master Association.

4.2.23 To sue and be sued and to defend the same as provided for by Florida law and/or in the Master Declaration.

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ARTICLE V
MEMBERS

5.1 The Master Association shall initially have two classes of membership, which shall be determined by and shall be subject to the following:

5.1.1 **Class "A" Members**. Every Owner (including, but not limited to and without limitation, the Declarant with respect to the Parcels or Property Units it owns) shall be a Member of the Master Association. There shall be only one (1) Member per Parcel or Property Unit. A Parcel which contains a Property Unit shall have only one (1) Member; the Owner does not receive separate memberships for the Parcel and Property Unit. If a Parcel or Property Unit is subdivided or otherwise divided into additional Parcels or Property Units in accordance with the terms of the Master Declaration, then each resulting Parcel or Property Unit shall have one (1) Member. If a Parcel or Property Unit is owned by more than one (1) Person, all co-Owners shall share the privilege of such membership as a single Member, subject to reasonable Board regulation and the restrictions on voting set forth in the Master Declaration, these Articles, and the Bylaws, and all such co-Owners shall be jointly and severally obligated to perform the responsibilities of Owners.

The membership rights and privileges of an Owner who is a natural person may be exercised by the Owner or the Owner's lawful spouse. The membership rights of an Owner which is not a natural person may be exercised by any director, officer, partner, or trustee, or by any other individual designated from time to time by the Owner in a written instrument provided to the Master Association's Secretary. All voting rights of a Member shall be exercised by that Member's Neighborhood Voting Representative (except as otherwise expressly provided in the Master Association's Governing Documents).

5.1.2 **Class "B" Member**. The sole Class "B" Member shall be the Declarant. The Class "B" membership shall terminate upon the expiration or earlier termination of the Declarant's Control Period, or when in its discretion the Class "B" Member earlier so determines and declares such termination in an instrument recorded in the County's official public records. The Declarant may be both a Class "A" Member and the Class "B" Member at the same time. Upon termination of the Class "B" membership, the Declarant shall remain a Class "A" Member with respect to the Parcels and/or Property Units it owns (if any) and shall be entitled to Class "A" votes for all Parcels and/or Property Units which it owns (if any).

5.2 **Transfer of Class "A" Membership**. Transfer of Class "A" Membership in the Master Association shall be established by the recording in the County's official public records of a deed or other instrument establishing a transfer of record title to any Parcel or Property Unit for which membership has already been established. The Owner designated by such instrument of conveyance thereby becomes a Member, and the prior Member's membership thereby is terminated. In the event of death of a Member, her/his membership shall be automatically transferred to her/his heirs or successors in interest. Notwithstanding the foregoing, the Master Association shall not be obligated to recognize a transfer of membership until such time as the Master Association receives a true copy of the recorded deed or other instrument establishing the transfer of ownership of the Parcel or Property Unit, and it shall be the responsibility and obligation of the former and the new Owner of the Parcel or Property Unit to provide such true copy of said recorded instrument to the Master Association.

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ARTICLE VI
VOTING RIGHTS

6.1 **Number of Votes**. Members' voting rights shall be determined based on the number of Assessment Units allocated to each Parcel and/or Property Unit owned by such Members as more specifically set forth in the Assessment and Voting Formula in **Exhibit "G"** to the Master Declaration, as it may be amended from time to time. No votes or voting rights shall be assigned to or exercised on account of any Parcel or Property Unit which does not hold any DRI Entitlements, or which is otherwise totally exempt from Assessments under the Master Declaration.

6.2 **Voting by Co-Owners**. If a Parcel or Property Unit is owned by more than one (1) Person, all co-Owners shall share the voting privileges of such membership as a single member, subject to reasonable Board regulation and the restrictions on voting set forth in these Articles in and in the Bylaws.

6.3 **Proxies**. Except as otherwise specifically set forth in the Master Declaration or these Articles, every Member of the Master Association that is entitled to vote at a meeting of the Members (e.g. at a meeting of the Members within a Neighborhood to elect a Neighborhood Voting Representative, if any) or to otherwise express consent or dissent without a meeting, may authorize another person to act on the Member's behalf by a proxy signed by such Member. Neighborhood Voting Representatives may not cast votes by proxy; they may only vote in person or through their designated alternative Neighborhood Voting Representative. Directors may not vote by proxy.

Any proxy shall: be in writing; be dated; specify the Parcel(s) and/or Property Unit(s) for which it is given; state the date, time, and place of the meeting for which it is given; be signed by the Member or her/his duly authorized attorney-in-fact; and be provided to the Master Association's Secretary, or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting and/or vote for which it was given, and as the meeting and/or vote may law fully be reconvened from time to time. However, a proxy automatically expires ninety (90) calendar days after the original date of the meeting and/or vote for which it was given; unless a shorter period is specified in the proxy. Unless otherwise specifically provided for in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast for the specified Parcel(s) and/or Property Unit(s), and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both proxies shall be deemed invalid.

Every proxy shall be freely revocable by the Member executing it at any time prior to the specific meeting and/or vote for which it was given, and shall automatically cease upon: (a) receipt by the Secretary of written notice of revocation of the proxy, (b) conveyance of any Parcel or Property Unit for which it was given, (c) the death of the Member giving the proxy, (d) the judicially declared incompetence of a Member who is a natural person, and/or (e) ninety (90) calendar days after the original date of the meeting and/or vote for which it was given.

6.4 **Calculation of Votes**. Any question concerning the number of votes which may be cast by a Member shall be decided by a majority of the Board.

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ARTICLE VII
BOARD OF DIRECTORS

7.1 Members of the Board. The Master Association's affairs shall be managed by a Board consisting of not less than three (3) members, but not more than nine (9) members, and which shall always be an odd number. The number of Board seats shall be determined in accordance with the Bylaws. In the absence of such determination, there shall be three (3) Board members. Board members shall be appointed, elected, or removed as follows:

7.1.1 Appointed by the Declarant. During the Declarant's Control Period, the Declarant shall initially have the right to appoint all Board members (in Declarant's sole and absolute discretion) and such Board members shall serve at the pleasure of the Declarant. During the Declarant's Control period, but after fifty percent (50%) of the total number of DRI Entitlements which may be developed on the Committed Property are owned by Class "A" Members other than the Declarant and Builders, the Class "A" Members shall be entitled to elect one (1) Board member pursuant to the procedures provided in the Bylaws. The total number of DRI Entitlements which may be developed on the Committed Property shall be consistent with the total DRI Entitlements provided in the Assessment and Voting Formula (as it may be amended in the future). After the Declarant's Control Period ends, so long as Declarant and/or its Affiliates holds for sale in the ordinary course of business at least five percent (5%) of the total DRI Entitlements which may be developed in the Committed Property - from any phases of development - Declarant shall have the right (in its sole and absolute discretion) to appoint the maximum number of director seat(s) that constitute a minority of the Board (i.e. half of the total Board seats then in existence, less one seat). Any directors appointed by the Declarant may, but need not, be Owners.

7.1.2 Election of the Board. Elections for Board members pursuant to the procedures provided in the Bylaws shall only occur for seats which the Class "A" Members are entitled to elect. Any seats which are subject to appointment by the Declarant shall remain subject to the Declarant's appointment unless and until the Declarant voluntarily releases (in Declarant's sole and absolute discretion) such seats to election by the Class "A" Members.

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7.1.3 Removal from the Board. Removals and vacancy appointments of Board members pursuant to the procedures provided in the Bylaws shall only for occur for seats which the Class "A" Members are entitled to elect. Any seats which are subject to appointment by the Declarant shall remain subject to the Declarant's removal and vacancy appointment unless and until the Declarant voluntarily releases (in Declarant's sole and absolute discretion) such seats to election by the Class "A" Members.

7.2 Exercise of Duties and Powers. All of the duties and powers of the Master Association existing under Chapters 617 & 720, *Fla. Stat.*, the Master Declaration, these Articles, the Bylaws, the Use Restrictions, Rules, and Regulations, and the Design Review Manual, shall be exercised exclusively by the Board (its directors, officers, committee members, and/or members of a board appointed by the Board) and shall only be subject to approval by the Members when expressly required.

7.3 **Initial Board Members**. The names and addresses of Board members who shall hold office until they are removed or their successors are elected are:

Name	Office	Address
William H. Porter	Director	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
Scott Sheridan	Director	4921 Memorial Highway Tampa, Florida 33634
Colby J. Chandler	Director	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544

ARTICLE VIII
OFFICERS

8.1 The Master Association's officers shall be a President, Vice President(s), Secretary, Assistant Secretary, Treasurer, and such other officers as the Board may from time to time create by resolution. The officers shall serve at the pleasure of the Board, and the Bylaws may provide for their removal from office and for filling vacancies, and for the duties of the officers. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not, be selected from the members of the Board. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. With the exception of offices held by Board members after the Declarant's Control Period ends, officers are not required to be Owners of Parcels and/or Property Units. The Master Association's officers shall each have such powers and duties as generally pertain to their respective offices under Applicable Law, as well as such powers and duties as may specifically be conferred or imposed by the Board. The names and addresses of the initial officers who shall serve until they are removed or their successors are designated by the Board are:

Name	Office	Address
Colby J. Chandler	President	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
James D. Porter, Jr.	Vice President	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
Scott Sheridan	Secretary	4921 Memorial Highway Tampa, Florida 33634
Quinn Miller	Assistant Secretary	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544
J. Michael Gramling	Treasurer	3717 Turman Loop, Suite 102 Wesley Chapel, Florida 33544

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ARTICLE IX
INDEMNIFICATION OF DIRECTORS AND OFFICERS

9.1 **Indemnification and Defense of Directors, Officers, and other Agents of the Board**. As limited in this §9.1, the Master Association shall indemnify, defend, and hold harmless any Person from and against any liability, when the Person was or is a party or is threatened to be made a party, to any contemplated, pending, or threatened action or proceeding (whether civil or criminal) by reason of the fact that such Person is or was the Master Association's: director, officer, committee member, member of a subordinate board, and/or direct employee (expressly meaning to exclude any agents hired by the Master Association to perform services and/or provide goods, e.g., a management company and its employees). Such Persons shall not be personally liable for any mistake of judgment - negligent or otherwise - or with respect to any contract or other commitment made or action taken, which was made in good faith on behalf of the Master Association, and the Master Association shall indemnify, defend, and hold harmless such Persons from any liability and reasonable expenses actually incurred which results from such conduct. This indemnity, defense, and hold harmless obligation includes all costs, expenses, and fees incurred by the Person incident to an action or proceeding, but not limited to and without limitation: (a) damages claimed against the Person; (b) fines levied against the Person; (c) judgments entered against the Person; (d) reasonable Attorneys' Fees and Costs; and (e) settlement amounts actually and reasonably incurred by the Person (provided the Master Association was given reasonable written notice of, an opportunity to participate in, the settlement). For any civil action or proceeding, this indemnity, defense, and hold harmless obligation only applies if the Person's alleged conduct was performed in good faith and in a manner the Person reasonably believed to be in, or not opposed to, the best interest of the Master Association. For any criminal action or proceeding, this indemnity, defense, and hold harmless obligation only applies if either: the Person is adjudicated not guilty; the Person had no reasonable cause to believe the alleged conduct was unlawful; or upon such Person being adjudicated guilty of gross negligence (or an equivalent or lesser *mens rea*) in the performance of the Person's duty to the Master Association, then only to the extent the Board determines that despite the guilty adjudication in view of all the circumstances of the case such Person should fairly and reasonably be indemnified (and in such cases only for such expenses which the Board shall deem proper). This indemnity, defense, and hold harmless obligation only applies to the extent the Person remains personally liable, and shall be deemed waived if the Person fails to participate in good faith in the defense of the liability (e.g. waiver will occur if the Person enters into any "Mary Carter" Agreements, "Snapp" Agreements, "Gallagher" Agreements, "High-Low" Agreements, "Litigation-Loan" Agreements, Claims Assignment Agreements, and/or any other agreement whereby the Person seeks to limit and/or avoid her/his own personal liability in a manner adverse to the Master Association's interests). This indemnity, defense, and hold harmless obligation shall not be construed to require the Master Association to reimburse any insurance company or surety claiming subrogation for any fees and/or costs incurred in defending the Person under an insurance policy or bond.

9.2 **Advances Under A Reservation of Rights**. Any costs, expenses, and fees incurred pursuant to this **Article IX** in defending any Person in a civil or criminal action or proceeding which are expended by the Master Association under a reservation of rights and in advance of the final disposition of such action or proceeding, shall be reimbursed by the Person to the Master Association if a Court ultimately determines that the Person was not entitled to defense and/or indemnification of the subject action or proceeding pursuant this **Article IX**.

9.3 Non-Exclusivity and Survival. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Applicable Law, Master Declaration, Bylaws, any agreement, any vote of Neighborhood Voting Representatives, or otherwise. The indemnification, defense, and hold harmless rights provided by this **Article IX** shall: (a) continue as to any Person who has ceased to hold the position, but only for claims, causes of action, and/or other such liabilities which accrued during the period in which s/he held the position; and (b) shall inure to the benefit of the administrators, executors, and/or heirs of such Person to the same extent as would otherwise be held by the Person if still alive.

9.4 Insurance. The Master Association shall have the power (but not the obligation) to purchase and maintain insurance on behalf of any Person who is or was a director, officer, committee member, member of a subordinate board, and/or agent or employee of the Master Association, or is or was serving at the request of the Master Association as a director, officer, committee member, member of a subordinate board, and/or agent or employee of another corporation, joint venture, partnership, trust, or other enterprise, against any liability asserted against the Person arising out of any such capacity – regardless of whether the Master Association would have the obligation or power to indemnify the Person against such liability under the provisions of this **Article IX**.

9.5 Amendments. Notwithstanding anything to the contrary in these Articles, the provisions of this **Article IX** may not be amended and/or supplemented without the prior written consent of all Members whose interest would be adversely affected by such amendment and/or supplement.

9.6 Indemnity, Defense, and Hold Harmless by Owners. Each Owner shall indemnify, defend, and hold harmless the Master Association (and its directors, officers, committee members, members of subordinate boards, and/or agents and employees) from and against any damages, expenses, and other liabilities which they may incur as a result of such Owner's (and/or its Permittees') failure to comply with the Master Association's Governing Documents, including but not limited to and without limitation: (a) any incurred costs and fees for third-parties to investigate and/or correct the violation, (b) reasonable Attorneys' Fees and Costs; and (c) reasonable administrative fees of the Declarant.

ARTICLE X
BYLAWS

10.1 The initial Bylaws of the Association shall be adopted by the Board and may be altered, amended, and/or rescinded in the manner provided by the Bylaws.

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ARTICLE XI
INCOME DISTRIBUTION

11.1 No part of the income of the Master Association shall be distributable to its directors, Members, or officers, except as commercially reasonable compensation for services rendered.

ARTICLE XII
AMENDMENTS

12.1 Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

12.1.1 Initiation. A resolution to amend these Articles may be proposed by a majority of the members of the Board, or by Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing not less than ten percent (10%) of the total Class "A" votes in the Master Association.

12.1.2 Notice. Notice of the subject matter of a proposed amendment to these Articles shall be included in the notice for any meeting at which a proposed amendment is considered.

12.1.3 Adoption.

(a) During the Declarant's Control Period, the Declarant shall have the right to unilaterally amend these Articles without the joinder or approval of any member of the Board or any Member. No amendment to these Articles shall be effective without the written approval of the Declarant during the Declarant's Control Period.

(b) After the Declarant's Control Period expires or earlier terminates, a resolution by the Board for the adoption of a proposed amendment to these Articles shall be adopted by the affirmative vote and/or written consent of Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing greater than fifty-percent (50%) of the total Class "A" votes in the Master Association.

(c) No amendment shall make any changes in the qualification for membership, in the voting rights and/or property rights of Members, or of this **Article XII**, without the approval of all Members affected by such amendment (and where required by the Florida Condominium Act, the joinder of all record owners of mortgages upon any portion of a Condominium).

12.1.4 Recording. Upon the approval of an amendment to these Articles, the amendment shall be executed and delivered to the Florida Secretary of State as provided by law, and a copy certified by the Secretary of State shall be recorded in the County's official public records as a Supplement to the Master Declaration.

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ARTICLE XIII
TERM

13.1 The Master Association shall exist perpetually, unless voluntarily dissolved by the Members according to the Master Declaration and Applicable Law.

ARTICLE XIV
INCORPORATOR

14.1 The name and street address of the incorporator is:

William W. Merrill, III, Esq.
Icard, Merrill, Cullis, Timm, Furen & Ginsburg, P.A.
2033 Main Street - Suite 600
Sarasota, Florida 34237

IN WITNESS WHEREOF, for the purpose of forming this not-for-profit corporation under the laws of the State of Florida, the undersigned, constituting the incorporator of this Master Association, has executed these Articles of Incorporation this 12th of August, 2015.

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Signed and delivered in the presence of:

By

William W. Merrill, III, Esq.
Printed Name

Incorporator
Title

Witness

Bradley Ellis
Printed Name

Witness

MONIKA CRAIG
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 12th day of August, 2015, by William W. Merrill, III, Esq. He/She ☑ is personally known to me or ☐ has produced _____ as identification, and did not take an oath.

MONIKA CRAIG
Commission # FF 239030
Expires July 20, 2019
Bonded Thru Troy Fain Insurance 800-385-7019

Notary Stamp

Signature of Notary
MONIKA CRAIG
Print Name of Notary

My Commission Expires:

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

In pursuance of the Florida Not-for-Profit Corporation Act, the following is submitted, in compliance with said statute:

That Wiregrass Ranch Master Association, Inc., desiring to organize under the laws of the State of Florida, with its registered office, as indicated in the Articles of Incorporation, at 201 North Franklin Street, Suite 2000, City of Tampa, County of Pasco, Florida 33602, has named James W. Goodwin, Esq. at 201 North Franklin Street, Suite 2000, Tampa, Florida 33602, as its registered agent to accept service of process within Florida and to perform such duties as are required in the State of Florida.

By

SCOTT SHERIDAN
Printed Name:

Secretary of Wiregrass Ranch Master Association, Inc.

Dated: 8.4.15

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ACKNOWLEDGMENT

Having been named to accept service of process and serve as registered agent for the above stated corporation, at the place designated in this Certificate, the undersigned, hereby agrees to act in this capacity, and agrees to comply with the provisions of all statutes relating to the proper and complete performance of my duties, and the undersigned is familiar with and accepts the obligations of its position of registered agent.

James W. Goodwin, Esq.

Dated: 8/4/15

{END OF ARTICLES DOCUMENT}

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{END OF EXHIBIT D}

{EXHIBIT E COMMENCES ON FOLLOWING PAGE}

EXHIBIT "E"

BYLAWS
OF
WIREGRASS RANCH MASTER ASSOCIATION, INC.

ARTICLE I
NAME, PRINCIPAL OFFICE, AND DEFINITIONS

1.1 **Name**. The name of the Association shall be "Wiregrass Ranch Master Association, Inc.," a Florida not-for-profit corporation (hereinafter referred to as the "**Master Association**").

1.2 **Principal Office**. The principal office of the Master Association shall be located in Pasco County, Florida. The Master Association may have such other offices, either within or outside the State of Florida, as the Board may determine or as the affairs of the Master Association may require.

1.3 **Definitions**. Unless otherwise defined in these Bylaws, capitalized terms shall have the same meanings as used in the "Master Declaration of Covenants, Conditions, Restrictions, and Easements for Portions of Wiregrass Ranch Located in Pasco County, Florida, and for the Wiregrass Ranch Master Association, Inc." ("**Master Declaration**"), as it may be amended or supplemented from time to time. All other words used in these Bylaws shall be given their normal, commonly understood definitions.

ARTICLE II
MASTER ASSOCIATION: MEMBERSHIP, MEETINGS, QUORUM, VOTING, AND PROXIES

2.1 **Membership**. The Master Association shall initially have two (2) classes of membership - Class "A" and Class "B" - as more fully set forth in the Master Declaration and the Articles, the terms of which pertaining to membership are incorporated by this reference.

Class "A" membership is restricted to Owners and is not intended to include persons or entities that hold an interest in a Parcel and/or Property Unit merely as security for the performance of an obligation. Membership shall run with the land and be appurtenant to and may not be separated from ownership of any Parcel and/or Property Unit.

2.2 **Place of Meetings**. Meetings of the Master Association (e.g. of the Board and/or Members) shall be held at the principal office of the Master Association or at such other suitable place convenient to the Members as may be designated by the Board, either within the Committed Property or as otherwise convenient and practical. Any meeting may be conducted electronically (e.g., internet, intranet, video and/or teleconferencing) if and to the extent permitted by Applicable Law.

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2.3 Meetings.

2.3.1 Organizational Meeting. The organizational meeting of the Board pursuant to §617.0205, *Fla. Stat.*, shall be held within sixty (60) days after the Master Association is incorporated and shall meet at a date, time, and location established by a majority of the directors.

2.3.2 Annual Meetings of the Members. The first annual meeting of the Members, shall be held within one (1) year from the date the Master Association is incorporated. Annual meetings shall be of the Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative), but shall be open for attendance by all Members. Subsequent regular annual meetings shall be set by the Board so as to occur during the third-quarter of the Master Association's fiscal year, at a date, time, and location set by the Board.

2.3.3 Regular Meetings of the Board. Regular meetings of the Board may be held at such dates, times, and locations established by a majority of the directors. However, a minimum of four (4) such meetings shall be held during each fiscal year, with at minimum one (1) meeting per quarter.

2.3.4 Special Meetings. The President may in her/his discretion call special meetings of the Master Association (e.g. of the Board and/or Members). Otherwise, the President shall call a special meeting (**a**) if so directed by resolution approved by a majority of the Board, or (**b**) after the Declarant's Control Period upon a petition signed by Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing at least twenty-five percent (25%) of the total Class "A" votes in the Master Association.

2.4 Notice of Meetings.

2.4.1 Meetings of the Members. Written notice stating the date, time, and location of any meeting of the Neighborhood Voting Representatives and/or Members (e.g. annual and/or special) shall be delivered – by or at the direction of the President, Secretary, or the officers or persons calling the meeting - to each Member entitled to have its vote cast at such meeting: (**a**)(**i**) either by hand delivery or by first class mail, postage prepaid, and (**ii**) not less than fourteen (14) or more than fifty (50) calendar days before the date of such meeting. Notwithstanding anything to the contrary in the foregoing, if permitted by Applicable Law notice may be: (**b**)(**i**) posted in a conspicuous, prominent place within the Committed Property which the Board designates for the posting of notices related to the Master Association; (**ii**) sent by facsimile, electronic mail, or other electronic communication device (if consented to by the Member); (**iii**) repeatedly broadcast on a closed-circuit cable television system serving the Committed Property; and/or (**iv**) delivered by such other manner which is reasonably calculated (as determined in the Board's discretion), to provide personal notice to Neighborhood Voting Representatives and/or Members entitled to notice. If broadcast notice is used, the notice must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required. 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 the agenda. In the case of a special meeting or when otherwise required by Applicable

Law or these Bylaws, the purpose(s) for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice. Notice of any meeting at which Assessments, or amendments to the Master Declaration, the Articles, these Bylaws, or the Use Restrictions, Rules, and Regulations, are to be considered or established shall state the nature of the Assessment or proposed amendment.

2.4.2 **Meetings of the Board**.

(a) Notice to Members; Open Meetings. Except in an emergency or as otherwise provided in this **§2.4.2(a)**, notices to Members of all Board meetings (and of any committee or other similar body when a final decision will be made regarding the expenditure of Master Association funds, and/or when a final decision will be made regarding architectural decisions with respect to a specific Parcel and/or Property Unit) shall be posted at least forty-eight (48) hours in advance of the meeting in a conspicuous, prominent place in the Committed Property which the Board designates for the posting of notices related to the Master Association. In the alternative, if notice is not posted in a conspicuous place, notice of each such meeting must be given at least seven (7) calendar days before the meeting (except in an emergency), and if permitted by Applicable Law notice may be: (**i**) delivered by hand delivery; (**ii**) sent by first class mail, postage prepaid; (**iii**) sent by facsimile, electronic mail, or other electronic communication device (if consented to by the Member); (**iv**) repeatedly broadcast on a closed-circuit cable television system serving the Committed Property; and/or (**v**) delivered by such other manner which is reasonably calculated (as determined in the Board's discretion), to provide personal notice to Neighborhood Voting Representatives and/or Members entitled to notice. If broadcast notice is used, the notice must be broadcast at least four (4) times every broadcast hour of each day that a posted notice is otherwise required. 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 the agenda. All meetings subject to this **§2.4.2(a)** shall be open to all Members, except as otherwise authorized by Applicable Law. Any initially open meeting of the Board may be adjourned by the President and reconvened in executive session, excluding Members, to discuss matters of a sensitive nature which may be closed to the Members pursuant to Applicable Law. Notice of any meeting at which the Board will consider Assessments or amendments to the Use Restrictions, Rules, and Regulations, shall be given not less than fourteen (14) calendar days before the meeting, and such notice shall state the nature of the Assessment or proposed amendment.

(b) Notice to Directors. Notice to the directors of all Board meetings shall specify the date, time, and location of the meeting, and in the case of a special meeting the nature of any special business to be considered. The notice shall be given to each director by: (**i**) hand delivery; (**ii**) first class mail, postage prepaid; (**iii**) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; (**iv**) facsimile with confirmation of transmission; and/or (**v**) electronic mail. All such notices shall be given at the director's mailing address, telephone number, facsimile number, and/or electronic mail address shown on the Master Association's current records.

2.4.3 **Additional Time For Mailing**. Notices of any meeting sent by first class mail shall be deposited into a United States mailbox at least three (3) additional days prior to the minimum notice period.

2.4.4 **Constructive Notice**. If mailed, constructive notice of a meeting shall be deemed to be delivered when deposited in the United States mailbox, postage prepaid, and addressed to the director, Neighborhood Voting Representative, and/or Member at the address contained in the Master Association's current records. If sent by facsimile, electronic mail, or such other electronic communication device, constructive notice shall be deemed to be delivered when the sender initiates the transmission to the director's, Neighborhood Voting Representative's, and/or Member's, as applicable, contact information as it appears on the Master Association's current records. For any method of delivery, so long as constructive notice is established, failure to receive actual notice of a meeting shall not affect the validity of any action taken at such meeting.

2.5 **Waiver of Notice**. Waiver of notice of a Master Association meeting shall be deemed the equivalent of proper notice. Any director, Neighborhood Voting Representative, and/or Member may in writing waive notice of any meeting of the Master Association, either before or after such meeting. Attendance at a meeting by a director, Neighborhood Voting Representative, and/or Member shall be deemed waiver by such Person of notice of the date, time, and location thereof, unless such Person specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed waiver of notice of all business transacted at such meeting, unless an objection based on the lack of proper notice is raised before each item of business is put to a vote.

2.6 **Right to Speak**. A Neighborhood Voting Representative and/or Member shall have the right to speak at any open meeting for at least three (3) minutes per agenda item, provided that prior to the meeting being called to order the Person submits a written request to speak which identifies each agenda item for which time is requested. The presiding officer shall have the right to limit any speech to the guaranteed three (3) minutes. Any interruptions of the speech (e.g. questions from directors) shall not be construed to guarantee an extension of the allotted three (3) minutes. The presiding officer shall have the right to limit any speech to the current agenda item. The presiding officer shall also have the right to enforce decorum by reasonable means in accordance with the Applicable Law including, but not limited to, removal of a disruptive Member from the meeting.

2.7 **Adjournment of Meetings**. If any Master Association meeting cannot be held because a quorum of directors, Neighborhood Voting Representatives, and/or Members, as applicable, is not present, the directors, Neighborhood Voting Representatives, and/or Members, as applicable, holding a majority of the present votes represented at such meeting may adjourn the meeting to a time not less than five (5) but not more than thirty (30) calendar days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. The date, time, and location for reconvening the meeting may be fixed either by those in attendance at the original meeting, or by the Board after adjournment. Notice of the date, time, and location for reconvening the meeting shall be given to directors, Neighborhood Voting Representatives, and/or Members in the standard manner prescribed for meetings.

2.8 Voting. The voting rights of the Members are as set forth in the Master Declaration and elsewhere in these Bylaws, and such voting rights provisions are specifically incorporated herein by reference. The Board may permit any votes to be cast by mail or electronically (e.g. via internet, intranet, or electronic mail) if permitted by Applicable Law.

2.9 Proxies. On any matter as to which a Member is entitled to vote at a meeting of the Members (e.g. at a meeting of the Members within a Neighborhood to elect a Neighborhood Voting Representative, if any) or to otherwise express consent or dissent without a meeting, the Member may authorize another person to act on the Member's behalf by a proxy signed by such Member, subject to the limitations of Applicable Law relating to the use of general proxies, and any specific provision in the Master Declaration, the Articles, or these Bylaws. Neighborhood Voting Representatives may not cast votes by proxy; they may only vote in person or through their designated alternative Neighborhood Voting Representative. Directors may not vote by proxy.

Any proxy shall: be in writing; be dated; specify the Parcel(s) and/or Property Unit(s) for which it is given; state the date, time, and place of the meeting for which it is given; be signed by the Member or her/his/its duly authorized attorney-in-fact; and be provided to the Master Association's Secretary, or the person acting as Secretary at the meeting, at or prior to the time designated in the order of business for so delivering such proxies. A proxy is only effective for the specific meeting and/or vote for which it was given, and as the meeting and/or vote may law fully be reconvened from time to time. However, a proxy automatically expires ninety (90) calendar days after the original date of the meeting and/or vote for which it was given; unless a shorter period is specified in the proxy. Unless otherwise specifically provided for in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast for the specified Parcel(s) and/or Property Unit(s), and in the event of any conflict between two (2) or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both proxies shall be deemed invalid.

Every proxy shall be freely revocable by the Member executing it at any time prior to the specific meeting and/or vote for which it was given, and shall automatically cease upon: (**a**) receipt by the Secretary of written notice of revocation of the proxy, (**b**) conveyance of any Parcel or Property Unit for which it was given, (**c**) the death of the Member giving the proxy, (**d**) the judicially declared incompetence of a Member who is a natural person, and/or (**e**) ninety (90) calendar days after the original date of the meeting and/or vote for which it was given.

2.10 Majority. Except as otherwise specifically provided in the Master Declaration, the Articles, or these Bylaws, the term "majority" as used in Master Association's Governing Documents in the context of votes for Master Association business, means: (**a**) for a vote of the Board, votes representing greater than fifty percent (50%) of the votes of the total Board seats then in existence; and (**b**) for a vote of the Neighborhood Voting Representatives and/or Members, votes representing greater than fifty percent (50%) of the Class "A" votes of Members currently eligible to vote which are represented at the meeting at the time quorum is checked and achieved.

By way of example only: For a vote of the Neighborhood Voting Representatives and/or Members, if sixty percent (60%) of the total Class "A" votes in the Master Association which are currently eligible to vote are represented at the meeting at the time quorum is checked and achieved, then greater than fifty percent (50%) of those represented votes (that is, a group representing a

greater than thirty percent (30%) of the total Class "A" votes in the Master Association) shall constitute a voting majority for approving any action for the duration of that meeting.

2.11 **Quorum**. Quorum shall be checked immediately after calling a meeting to order, and no business may be conducted until quorum is achieved. The presiding officer may wait a maximum of thirty (30) minutes after the noticed start time in order to achieve quorum, after which the meeting must be adjourned if quorum is not achieved. Except as otherwise specifically provided in the Master Declaration, the Articles, or these Bylaws, the term "quorum" as used in Master Association's Governing Documents in the context of Master Association business, means:

(a) for a vote of the Board, the presence either in person or electronically (e.g. via internet, intranet, telephone, or video; if permitted by Applicable Law) of directors totaling greater than fifty percent (50%) of the total Board positions then in existence, and the presence of a duly appointed representative of the Class "B" Member during its Class "B" membership;

(b) for a vote of the Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative), the physical presence of Neighborhood Voting Representatives or their alternatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing thirty percent (30%) or greater of the total Class "A" votes in the Master Association which are currently eligible to vote, together with the presence of a duly appointed representative of the Class "B" Member during its Class "B" membership; and

(c) for a vote put directly to the Members, if any, the physical presence together with all duly submitted proxies representing thirty percent (30%) or greater of the total Class "A" votes in the Master Association which are currently eligible to vote, together with the presence of a duly appointed representative of the Class "B" Member during its Class "B" membership.

For a vote put directly to the Members of a Service Area, if any, "quorum" means the physical presence together with all duly submitted proxies representing thirty percent (30%) or greater of the total Class "A" votes in the Service Area which are currently eligible to vote, together with the presence of a duly appointed representative of the Class "B" Member during its Class "B" membership. Unless a Sub-Association defines its quorum differently, "quorum" for votes put directly to the Members of a Neighborhood means the physical presence together with all duly submitted proxies representing thirty percent (30%) or greater of the total Class "A" votes in the Neighborhood which are currently eligible to vote, together with the presence of a duly appointed representative of the Class "B" Member during its Class "B" membership.

A duly called or held meeting at which a quorum is achieved may not continue to do business via votes of the Board if quorum is defeated by the departure of enough directors to leave less than a quorum of the Board. However, a duly called or held meeting at which a quorum is achieved may continue to do business via votes of the Neighborhood Voting Representatives

and/or Members until adjournment, notwithstanding the departure of enough Neighborhood Voting Representatives and/or Members to leave less than a quorum, so long as the remaining Neighborhood Voting Representatives and/or Members continue to constitute at least a majority for that meeting as originally calculated pursuant to **§2.10(b)**, and any resulting vote is approved by at least that same majority.

By way of examples only: If at the time quorum was achieved fifty percent (50%) of the total Class "A" votes which are currently eligible to vote were represented at the meeting, and later quorum is defeated by the departure of Neighborhood Voting Representatives and/or Members which results in twenty-five percent (25%) or less of the total Class "A" votes continuing to be represented at the meeting, then no further business may be conducted by the Neighborhood Voting Representatives and/or Members. However, if greater than twenty-five percent (25%) (albeit less than minimum thirty-percent (30%) quorum threshold) remains represented, then the Neighborhood Voting Representatives and/or Members may continue to conduct business so long as any vote is approved by greater than twenty-five percent (25%) of the total Class "A" votes of Members currently eligible to vote.

2.12 Telephonic or Video Participation in Meetings. Members of the Board (and of any committee, subordinate board, or other similar body) may participate in a meeting of the Board (or committee, subordinate board, or other similar body) or the Members, by means of telephone and/or video conference, or similar means of electric communications, so long as all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this **§2.12** shall constitute presence in person at such meeting.

2.13 Conduct of Meetings. The President shall preside over all meetings of the Master Association, and the Secretary and/or Assistant Secretary shall keep the official minutes of the meeting, which minutes shall include, but are not limited to: all resolutions adopted at the meeting; the proportionate outcome of all votes (e.g. for, against, abstain); the names, addresses, and relevant agenda items of all Neighborhood Voting Representative and/or Member speakers; and all other transactions occurring at the meeting. In the absence of the President at any particular meeting, a Vice President shall preside over the meeting. Meetings shall be conducted pursuant to a current version of "Roberts Rules of Order," and such rules shall only be deviated from to the extent a rule is contrary to the Master Association's Governing Documents and/or Applicable Law. Any dispute over the governing current version of "Roberts Rules of Order" shall be decided by the presiding officer. Notwithstanding the foregoing, no action of the Master Association shall be subject to challenge and/or invalidation due to a lack of compliance with "Roberts Rules of Order," unless a specific objection of any procedural defect is raised at the time of the act and the objection is recorded in the official minutes. The presiding officer shall have the right to enforce decorum by reasonable means in accordance with the Applicable Law including, but not limited to, removal of a disruptive Member from the meeting.

2.14 Action Without a Meeting. Any action required or permitted by the Master Association's Governing Documents and/or Applicable Law to be taken at a meeting may be taken without a meeting – and without prior notice - if written consent specifically authorizing the proposed action is signed by: (**a**) for action by the Board, directors representing at least the minimum quorum which would have been necessary to authorize such action at a meeting, and a duly appointed representative of the Class "B" Member during its Class "B" membership; or (**b**) for

action by the Neighborhood Voting Representatives and/or Members, Neighborhood Voting Representatives and/or Members representing at least the minimum number of Class "A" votes necessary to authorize such action at a meeting if all Neighborhood Voting Representatives and/or Members entitled to vote thereon were present, and a duly appointed representative of the Class "B" Member during its Class "B" membership. Such consents shall be signed within sixty (60) calendar days after receipt of the earliest dated consent, and dated and delivered to the Master Association at its principal office in the State of Florida. Such consents shall be filed with the minutes of the Master Association, and shall have the same force and effect as a vote conducted at a meeting. Within ten (10) Business Days after receiving the necessary authorizations for any action by written consent, the Secretary shall give written notice to all directors, Neighborhood Voting Representatives, and/or Members entitled to vote, which notice shall fairly summarize the material features of the authorized action.

2.15 Assessments. The Board shall prepare and adopt annual budgets for Common Expenses and Service Area Expenses as set forth in the Master Declaration and these Bylaws. Pursuant to the Master Declaration, the Master Association shall promptly (no later than forty-five (45) Business Days prior to the beginning of the fiscal year for which the budget is to be effective) notify all Owners in writing of the amount, frequency, and due date(s) of the Base Assessment and any Service Area Assessments for each Parcel and/or Property Unit, which notification shall also include a copy of the budget for such fiscal year. Assessments shall be effective when mailed to each Owner. During Declarant's Control Period, Assessments shall not be subject to disapproval. After Declarant's Control Period, Assessments shall be effective unless disapproved at a special meeting called pursuant to **§2.3.4** of these Bylaws. At any such special meeting, the budget for the Base Assessment and/or Service Area Assessment may only be disapproved if disapproved by Neighborhood Voting Representatives representing at least seventy-five percent (75%) of the total Class "A" votes in the: (**a**) Master Association for Base Assessments; or (**b**) the affected Service Area for Service Area Assessments. The right to disapprove Service Area Assessments is limited to those line items in the Service Area budget which are attributed to the services provided in the Service Area (i.e. may not disapprove any administrative charges, capital contributions for reserves, and/or other line items not specific to services provided).

2.16 Controlling Provision Concerning Voting. Notwithstanding anything contained or implied to the contrary in these Bylaws, unless and until a Neighborhood elects or selects its initial Neighborhood Voting Representative: (**a**)(**i**) all voting by Members of such Neighborhood on matters involving or concerning the Master Association shall be conducted directly by the Members themselves, rather than by a Neighborhood Voting Representative, and (**ii**) all references in these Bylaws concerning: approval of, consent of, decisions of, disapproval of, meetings of, notices to, vote(s) of, and/or a quorum of the Neighborhood Voting Representatives, and all similar references, shall instead be construed as referring to the Members of such Neighborhoods themselves. Likewise, for any Parcels not contained within a Neighborhood, (**b**)(**i**) all voting by the Owners of such Parcels on matters involving or concerning the Master Association shall be conducted directly by the Members themselves, and (**ii**) all references in these Bylaws concerning: approval of, consent of, decisions of, disapproval of, meetings of, notices to, vote(s) of, and/or a quorum of the Neighborhood Voting Representatives, and all similar references, shall instead be construed as referring to the Members owning such Parcels.

ARTICLE III
BOARD OF DIRECTORS: SELECTION, COMPENSATION, POWERS, AND DUTIES

3.1 **Board Composition, Election, and Removal**.

3.1.1 **Government Body; Composition**. The Master Association's affairs shall be governed by a Board of Directors which shall be constituted in accordance with the Master Declaration and the Articles. All of the duties and powers of the Master Association existing under: Chapters 617 & 720, *Fla. Stat.*; the Master Declaration; the Articles; these Bylaws; the Use Restrictions, Rules, and Regulations; and the Design Review Manual, shall be exercised exclusively by the Board (its directors, officers, committee members, and/or members of a subordinate board) and shall only be subject to approval by the Members when expressly required.

3.1.2 **Appointment and/or Election of Directors**. The Master Declaration and Articles specify the Declarant's rights for initially appointing Board members, and when the Members are entitled to elect any Board members. The nomination, election, and removal procedures set forth in §§**3.1.3-3.1.5** hereof shall only apply to Board seats subject to election by the Members.

3.1.3 **Nomination of Directors Subject To Election**. After the Declarant's appointment authority ends over a Board seat and the Members are entitled to elect a Member to fill such seat, nominations for election to the Board shall be made by a nominating committee. The current constituted Board shall appoint a nominating committee consisting of a chairman - who shall be a member of the current constituted Board - and three (3) or more Neighborhood Voting Representatives. The Board shall appoint the nominating committee not less than thirty (30) calendar days prior to each annual meeting of the Master Association. The appointed nominating committee shall be disclosed by announcement at the annual meeting. The nominating committee shall serve a term of one (1) year – to nominate the initial Board seats subject to election during its term and to continue to address any vacancies for such seats - or until their successors are appointed.

The nominating committee shall make as many nominations for election to the Board as it shall in its discretion determine, but in no event less than the number of seats subject to election which are available at the time of the election. In making its nominations, the nominating committee shall use reasonable efforts to nominate candidates representing the diversity which exists within the pool of potential candidates. When applicable, the nominating committee shall nominate separate slates for the director seat(s) to be elected at large by all Members, and for the director seat (s) to be elected by Voting Groups. Any nominated candidate must be an Owner of a Parcel and/or Property Unit within the electorate (at-large or Voting Group) which votes on that slate. Not less than fourteen (14) calendar days prior to the Master Association's annual meeting, the nominating committee shall publically disclose its nominations. All nominated candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes.

3.1.4 **Election of Directors Subject to Election**. The current Board may establish reasonable campaign and election procedures which are consistent with these Bylaws and Applicable Law. At the Master Association's annual meeting, all nominated candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes. All

candidates shall be given an equal opportunity to speak to the electorate, and in no event shall the allotted time for speeches be less than three (3) minutes per candidate. Voting shall occur by each Neighborhood Voting Representative being entitled to cast one-hundred percent (100%) of the represented Neighborhood's votes per each director seat on the Neighborhood's voting slate; the voting format shall never require a Neighborhood Voting Representative to split the Neighborhood's votes between director seats. Unless otherwise required by the Neighborhood's Governing Documents, a Neighborhood Voting Representative shall be permitted to split the Neighborhood's votes between different candidates for the same seat. For Parcels which are not contained within a Neighborhood, and Parcels and/or Property Units which are not yet represented by a Neighborhood Voting Representative, voting shall occur by the Members individually casting one-hundred percent (100%) of their votes per each director seat on the voting slate applicable to her/his Parcel and/or Property Unit. Individual Members may never split the votes held by a single Parcel and/or Property Unit between separate candidates for the same seat. For each director seat, the individual receiving the greatest number of votes shall be elected. Each director shall serve a term of one (1) year and shall continue to serve until her/his successor is elected. There are no term limits for directors.

3.1.5 **Removal of Directors Subject to Election and Filling Vacancies**. Any director elected by the Members, may be removed, with or without cause, by the vote of the Neighborhood Voting Representatives (and/or individual Members not represented by a Neighborhood Voting Representative) holding a majority of the Class "A" votes which were initially entitled to be cast for the election of that director. Any director whose removal is sought shall be given at least seven (7) Business Days written notice (calculated from the date of receipt) prior to any meeting called for that purpose. Upon removal of a director by the Neighborhood Voting Representatives (and/or individual Members not represented by a Neighborhood Voting Representative), a successor to fill the vacancy for the remainder of the term of such removed director shall be elected as soon as practicable by the vote of such Neighborhood Voting Representatives (and/or individual Members not represented by a Neighborhood Voting Representative) holding a majority of the Class "A" votes currently entitled to be cast for the election of that director. Any director elected under this paragraph shall serve until the next annual meeting, at which time the seat shall be open for election. Any such elected director must be an Owner of a Parcel and/or Property Unit within the electorate (at-large or Voting Group) which votes on that slate.

Any director elected by the Members, who has three (3) consecutive absences from Board meetings or who is more than thirty (30) calendar days delinquent in the payment of any Assessment or other charge due to the Master Association, may be removed by a simple majority vote of the directors present at a regular or special meeting at which a quorum is present, with or without prior notice. The Board may also declare a vacancy in the event of the death, disability, or resignation of an elected director. For any vacancies under this paragraph, the Board may by majority vote appoint a successor to serve until the next annual meeting, at which time the seat shall be open for election. Any successor appointed by the Board must be an Owner of a Parcel and/or Property Unit within the electorate (at-large or Voting Group) which votes on that slate.

3.2 **Compensation**. No director shall receive any compensation from the Master Association for acting as such, unless approved at a regular or special meeting of the Master Association by Members representing greater than fifty percent (50%) of the Class "A" votes of

Members currently eligible to vote. Any director may be reimbursed for reasonable expenses incurred on behalf of the Master Association upon approval by a greater than fifty percent (50%) of the votes of the total Board seats then in existence, with such majority excluding the vote of the interested director. Nothing herein shall prohibit the Master Association from compensating a director (or any entity affiliated with a director), for services in a capacity other than as a director, or supplies, furnished to the Master Association pursuant to an agreement or contract with the Master Association, provided that such director's interest was disclosed to the Board prior to entering into such agreement or contract and such agreement or contract was approved by a greater than fifty percent (50%) of the votes of the total Board seats then in existence, with such majority excluding the vote of the interested director.

3.3 Powers and Duties.

3.3.1 Powers. The Board shall have all of the powers and duties necessary for the administration of the Master Association's affairs and for performing all responsibilities and exercising all rights of the Master Association as set forth in the Master Association's Governing Documents and as provided by Applicable Law. The Board may do or cause to be done all acts and things as are not reserved to be done and exercised exclusively by the Members pursuant to the Master Association's Governing Documents and/or Applicable Law.

3.3.2 Duties. The duties of the Board shall include, but are not limited to and without limitation:

(a) preparation and adoption of annual budgets for submission to the Master Association, and establishing each Owner's share of the Common Expenses and Service Area Expenses;

(b) levying Base Assessments, Service Area Assessments, Special Assessments, and Specific Assessments as appropriate as authorized in the Master Declaration, and imposing interest and late charges as may be deemed appropriate, subject to the limitations of Applicable Law;

(c) cooperating with any other owners' Sub-Associations in assessing and collecting Assessments from the Owners;

(d) providing for the care, maintenance, operation, and upkeep of those portions of the Committed Property which are not otherwise cared for, maintained, operated, and kept by a Sub-Association(s);

(e) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Master Association, and where appropriate, providing for the compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;

(f) depositing all funds received on behalf of the Master Association in a bank depository which it shall approve, and using such funds to operate the Master Association;

provided, any reserve fund may be deposited in depositories other than banks if the Board so chooses in the directors' best business judgment;

(g) making and amending the Use Restrictions, Rules, and Regulations;

(h) opening bank accounts on behalf of the Master Association and designating the signatories required;

(i) making or contracting for the making of additions, Improvements, and repairs to or alterations of the Common Areas or Master Association property, in accordance with the Master Association's Governing Documents;

(j) enforcing by legal means the provisions of the Master Association's Governing Documents, and bringing any proceeding, which may be instituted on behalf of or against any Member(s) of the Master Association;

(k) obtaining and carrying insurance as provided in the Master Declaration and Articles, providing for payment of all premiums, and filing and adjusting claims as appropriate;

(l) paying the cost of all services rendered to the Master Association and/or its Members and not chargeable directly to specific Owners;

(m) keeping books with detailed accounts of the Master Association's receipts and expenditures;

(n) making available to any prospective purchaser of a Parcel and/or Property Unit, any Owner, and the holders, insurers, and guarantors of any Mortgage on a Parcel and/or Property Unit, current copies of the Master Association's Governing Documents and all other books, records, and financial statements of the Master Association;

(o) permitting utility suppliers to use a portion of the Master Association's property, if any, as may be determined necessary, in the sole discretion of the Board, for the ongoing development or operation of the Committed Property; and

(p) indemnifying a Master Association director, officer, committee member, member of a subordinate board, and/or direct employee (expressly meaning to exclude any agents hired by the Master Association to perform services and/or provide goods, e.g., a management company and its employees), to the extent such indemnity is required by the Master Declaration, the Articles, and/or Applicable Law.

3.3.3 Management. The Board may retain for the Master Association a professional management agent or agents, at such compensation as the Board may establish, to perform such duties and services as the Board shall authorize. The Board may delegate to the managing agent or manager, subject to the Board's supervision, such powers as are necessary to perform the manager's assigned duties, but shall not delegate policy making authority or the duties

set forth in **§3.3.2(a), (b), (g), (j), (k), (o) and (p)** of these Bylaws. Declarant, or an Affiliate, may be employed as managing agent or manager.

The Board may delegate to one of the directors the authority to act on behalf of the Board on all matters relating to the managing agent's or manager's performance of her/his duties, if any, which might arise between meetings of the Board.

3.3.4 Management Standards. The following management standards of performance shall be followed unless the Board by resolution specifically determines otherwise:

(a) accrual accounting, as defined by generally accepted accounting principles;

(b) accounting and controls should conform to generally accepted accounting principles;

(c) cash accounts of the Master Association shall not be commingled with any other accounts;

(d) no remuneration shall be accepted by the directors or managing agent from vendors, independent contractors, or others providing goods or services to the Master Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; anything of value received shall benefit the Master Association;

(e) any financial or other interest which a director or the managing agent may have in any firm providing goods or services to the Master Association shall be disclosed promptly to the Board; and

(f) commencing at the end of the quarter in which the first Property Unit is sold and closed to an Owner other than a Builder, financial reports shall be prepared for the Master Association at least quarterly containing:

(i) an income statement reflecting all income and expense activity for the preceding period on an accrual basis;

(ii) a statement reflecting all cash receipts and disbursements for the preceding period;

(iii) a report reflecting the status of all accounts in an "actual" versus "approved" budget format;

(iv) a balance sheet as of the last day of the preceding period;

(v) a delinquency report listing all Owners who are delinquent in paying any Assessments at the time of the report and

describing the status of any action to collect such Assessments which remain delinquent (Any Assessment or installment thereof shall be considered to be delinquent on the tenth (10th) Business Day following the due date unless otherwise specified by Board resolution); and

(vi) a current annual report consisting of at least the following shall be distributed to all Members within sixty (60) days after the close of the fiscal year: (1) a balance sheet; (2) an operating (income) statement; and (3) a statement of changes in financial position for the fiscal year. Such report shall be prepared and reviewed by an independent public accountant.

3.3.5 Borrowing. The Master Association shall have the power to borrow money for any legal purpose; provided, after Declarant's Control Period ends, if the proposed borrowing, together with all other debt outstanding exceeds or would exceed twenty percent (20%) of the Master Association's budgeted gross expenses for that fiscal year, then the Board shall obtain the approval of Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing greater than fifty percent (50%) of the total Class "A" votes in the Master Association at a duly constituted meeting. During the Declarant's Control Period, only the Declarant's approval shall be required; no approval by the Neighborhood Voting Representatives and/or Members shall be required.

3.3.6 Special Assessments. Except as otherwise specifically provided in the Master Declaration or these Bylaws, any Special Assessment which would exceed twenty percent (20%) of the annual budget for the year immediately preceding that in which the Special Assessment is approved, shall require the approval of Declarant until the Declarant's Control Period ends. After the Declarant's Control Period ends, any Special Assessment which would exceed twenty percent (20%) of the annual budget for the year immediately preceding that in which the Special Assessment is approved, shall require the approval of Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) (if Common Expenses) or Owners (if Service Area Expenses) representing greater than fifty percent (50%) of the total Class "A" votes in the: (a) Master Association for Common Expense; or (b) Service Area for Service Area Expense allocated to Parcels and/or Property Units which will be subject to such Special Assessment. Special Assessments shall be payable in such a manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

3.3.7 Right to Contract. The Master Association shall have the right to contract with any Person for the performance of its various duties and functions. This right shall include, but is not limited to and without limitation, the right to enter into common management, operational, or other property owners' agreements with trusts, condominiums, cooperatives, or other property owners' or similar associations, within and/or outside the Committed Property; provided, any common management agreement shall require the consent of a majority of the Board.

ARTICLE IV
ENFORCEMENT

4.1 **Enforcement**. In addition to such other rights as are specifically granted under the Master Declaration and the Articles, for any violation of any duty imposed under the Master Association's Governing Documents, subject to Applicable Law the Board shall have the power to: (**a**) impose interest, late charges, and monetary fines, which shall constitute a lien upon the Parcel and/or Property Unit of the violator; (**b**) suspend an Owner's right to vote; and (**c**) suspend an Owner's right to use any Common Areas and/or Recreational Facilities. In addition, the Board may suspend any services provided by the Master Association to an Owner or the Owner's Parcel and/or Property Unit if the Owner is more than thirty (30) calendar days delinquent in paying any Assessment or other charge owed to the Master Association. In the event that any Permittee of an Owner violates the Master Association's Governing Documents and a fine is imposed, the fine shall first be assessed against the Permittee; provided, however, if the fine is not paid by the Permittee within the time specified by the Board, the fine shall be assessed against the Owner and her/his Parcel and/or Property Unit upon notice from the Master Association. The failure of the Board to enforce any provision of the Master Association's Governing Documents shall not be deemed a waiver of the right of the Board to do so thereafter.

4.2 **Demand**. Prior to imposing any sanction under the Master Declaration and/or these Bylaws, the Board, or its delegate, shall serve a written demand to cease and desist to an alleged violator specifying: (**a**) the nature of the alleged violation; (**b**) the action required to abate the violation; and (**c**)(**i**) if the violation is a continuing violation, a time period during which the violation may be abated without further sanction – which except in emergency situations shall not be less than fifteen (15) Business Days (calculated from the date of the written notice) - or when compliance cannot reasonably be completed within such period, specifying that sanctions will result from such Person's failure to commence compliance activities within such period and continue thereafter in an expeditious manner until completion, or (**ii**) if the violation is not a continuing violation, a statement that any further violation of the same rule may result in the imposition of a sanction after notice and hearing.

4.3 **Notice**. After a demand is made pursuant to §**4.2** of these Bylaws, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board, or its delegate shall serve the alleged violator with written notice specifying: (**a**) the nature of the alleged violation, (**b**) the proposed sanction to be imposed; (**c**) the date, time, and location of a hearing before the Board pursuant to §**4.4** of these Bylaws, which shall not be less than fifteen (15) Business Days from the giving of the notice (calculated from the date of the written notice); and (**d**) an invitation to attend the hearing and produce any statement, evidence, and witness(es) on the alleged violator's behalf. The Board may, but shall not be obligated to, suspend any proposed sanction if the violation is cured prior to the hearing date. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

4.4 **Hearing**. A hearing for any alleged violation shall be held before a hearing committee of no less than three (3) members appointed by the Board who are not officers, directors, or employees of the Master Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee of the Master Association. At the hearing, the alleged violator shall have the

opportunity to review, challenge, and respond to any material considered by the committee; to present evidence; and to provide written and oral argument on all issues involved. The alleged violator may, but shall not be required, to be represented by a member of the Florida Bar. If the committee, by majority vote, does not approve a proposed sanction, it may not be imposed. Further, all suspensions imposed must be approved at a properly noticed Board meeting. If the Association imposes a fine or suspension, it must provide written notice of such fine or suspension by mail or hand delivery to the Owner and, if applicable, to any Permittees responsible for the violation. Prior to the effectiveness of any sanction under these Bylaws, proof of proper notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the agent, director, and/or officer who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or her/his/its representative appears at the hearing and does not object with specificity to the lack of proper notice at the start of the hearing. The minutes of the meeting shall contain a written statement of the results of the hearing, any imposed sanction(s) imposed, and any objections raised based on a lack of proper notice. .

4.5 **Appeal**. Following a hearing pursuant to **§4.4** of these Bylaws, the violator shall have the right to appeal the decision to the Board. To preserve an appeal, a written notice of appeal must be received by the manager, President, or Secretary of the Master Association within ten (10) Business Days after the hearing; or if a final determination is not rendered at the hearing, then within ten (10) Business Days after the committee renders its determination. The notice of the appeal shall expressly state: (**a**) the date of the hearing held pursuant to **§4.4** of these Bylaws, (**b**) the result(s) which are appealed, (**c**) the basis for the appeal, and (**d**) shall attach a copy of the notice which was received pursuant to **§4.3** of these Bylaws. Failure to timely and fully notice an appeal pursuant to this **§4.5** shall render the hearing final and not subject to further challenge in any proceeding and/or forum.

4.6 **Additional Enforcement Rights; Self-Help**. Notwithstanding anything to the contrary in this **Article IV**, without the necessity of complying with the procedures set forth above, the Board may elect to enforce any provision of the Master Association's Governing Documents by self-help consistent with Applicable Law (specifically including, but not limited to, the towing of vehicles that are in violation of parking rules and regulations) or, if applicable, by suit at law or in equity to enjoin any violation and/or to recover monetary damages. In any such self-help and/or legal action, to the maximum extent permissible by Applicable Law, the Owner (and/or any Permittee responsible for the violation) shall pay all costs and fees (including, but not limited to, reasonable Attorneys' Fees and Costs).

4.7 **Fines**. The Board may levy reasonable fines as it deems appropriate for violations. The total fines for a non-continuing violation shall not exceed One-Hundred and No/100 Dollars ($100.00) per each instance of the violation (exclusive of any chargeable Attorneys' Fees and Costs). The total fines for a single, continuing violation shall not exceed One-Hundred and No/100 Dollars ($100.00) (exclusive of any chargeable Attorneys' Fees and Costs) per each day the violation continues and Ten-Thousand and No/100 Dollars ($10,000.00) (exclusive of any chargeable Attorneys' Fees and Costs) aggregate.

4.8 **Variances Granted by the Board**. The Board may (but shall not be required to) grant variances to Owners from compliance with the Master Association's Governing Documents,

when exigent and/or extraordinary circumstances warrant such variance (as the Board may determine in its sole discretion). Such variances shall be granted only when (a) exigent and/or extraordinary circumstances exist justifying the variance (in the Board's sole judgment), and (b) such a variance will not conflict with the Wiregrass Ranch Standard. A Member shall not have any right to demand or otherwise obtain a variance.

A Member must request a variance in writing to the Board, at least sixty (60) calendar days prior to the date of the Master Association's annual meeting. Upon notification of a variance request, the Board must provide written notice of the variance request to all Owners of Parcels and/or Property Units within one-hundred and fifty linear feet (150') of the Parcel and/or Property Unit for which the variance is requested. The notice of a variance request must be provided to such Owners no less than fifteen (15) Business Days, nor more than thirty (30) Business Days, prior to the Master Association's annual meeting. Variance requests, if any, shall be incorporated into the annual meeting's agenda. The Board may consider the number of prior variances granted to a Parcel and/or Property Unit, as part of the variance review process.

No variance shall be effective unless in writing by the Board. No variance granted shall estop the Board from denying a variance in other circumstances, whether for the same or different Parcels and/or Property Units. Variances granted under this **§4.8** for purposes - other than those related to ongoing construction activities - are subject to annual renewal and shall expire at the next annual meeting unless renewed by the Board. Renewal shall be contingent upon a showing that the same or similar exigent and/or extraordinary circumstances continue to exist, and even if so a renewal is subject to the Board's sole discretion. The Board may deny and/or not renew any variance upon annual evaluation. Variances may only be granted and/or renewed at the Master Association's annual meeting.

ARTICLE V
OFFICERS, COMMITTEES, RECORDS, NOTICES

5.1 Officers.

5.1.1 Officers. The Master Association's officers shall be a President, Vice President(s), Secretary, Assistant Secretary, Treasurer, and such other officers as the Board may from time to time create by resolution. The President and Secretary shall be elected from among the members of the Board; other officers may, but need not, be selected from the members of the Board. The Board may create and appoint such other officers as it shall deem desirable, with such officers to have the authority and perform the duties the Board prescribes. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. With the exception of offices held by Board members after the Declarant's Control Period ends, officers are not required to be Owners of Parcels and/or Property Units.

5.1.2 Election and Term of Office. The Board shall elect the Master Association's officers by majority vote at the first meeting of the Board following each annual meeting of the Master Association. The officers shall serve a term of one (1) year and shall serve until their successors are elected. There are no term limits for officers.

5.1.3 **Removal and Vacancies**. The officers shall serve at the pleasure of the Board; the Board may by majority vote remove any officer whenever in its judgment the best interests of the Master Association will be served. The Board may by majority vote fill any vacancy (e.g. arising out of death, removal, resignation, etc…) in any office, for the unexpired portion of the term.

5.1.4 **Powers and Duties**. The Master Association's officers shall each have such powers and duties as generally pertain to their respective offices under Applicable Law, as well as such powers and duties as may specifically be conferred or imposed by the Board. The President shall be the Master Association's chief executive officer. The Treasurer shall be the chief financial officer, and shall have primary responsibility for the preparation of the budget as provided for in the Master Declaration, and may delegate all or part of the preparation and notification duties to a finance committee and/or the management agent. The Secretary shall have the duties set forth in these Bylaws.

5.1.5 **Resignation**. Any officer may resign at any time by giving written notice to the Board, the President, and/or the Secretary. Such resignation shall take effect on the earliest date and time of the receipt of such notice or at any later time specified therein, and unless otherwise specified therein the resignation shall be effective upon receipt and shall not be contingent upon acceptance.

5.1.6 **Agreements, Checks, Contracts, Deeds, Leases, and Other Instruments**. All agreements, checks, contracts, deeds, leases, and other instruments of the Master Association shall be executed by at least two (2) officers, or by such other two (2) or more persons the Board may designate by resolution.

5.1.7 **Compensation**. Compensation of officers shall be subject to the same limitations as compensation of directors under **§3.2** of these Bylaws.

5.2 **Committees and Subordinate Boards**. The Board may appoint such committees and/or subordinate boards as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee and/or subordinate board shall operate in accordance with the terms of such resolution. Any committee and/or subordinate board with final decision making authority regarding the expenditure of Master Association funds and/or vested with the power to approve or disapprove architectural decisions with respect to a specific Parcel and/or Property Unit shall be required to notice and conduct its meetings in compliance with **Article II** of these Bylaws. All other committees and/or subordinate boards may conduct its business it the manner specified by the Board in its authorized resolution, and if not so specified, then in manner adopted by the committee and/or subordinate board consistent with Applicable Law. Any committee and/or subordinate board shall keep minutes of all meetings and deliver a copy of such minutes to the Secretary for inclusion in the Master Association's records.

5.3 **Fiscal Year**. The Master Association's fiscal year shall be the calendar year unless the Board by majority vote establishes a different fiscal year by resolution.

5.4 **Books and Records**.

5.4.1 **Inspection by Owners and Mortgagees**. The Board shall make available for inspection and copying by any Owner, or holder, insurer, or guarantor of a first Mortgage on a Parcel and/or Property Unit, or the duly appointed representative of any of the foregoing, at any reasonable time: the Master Association's Governing Documents; the membership register; books of account; copies of any plans, specifications, permits, and warranties related to Improvements constructed on the Common Areas; the Master Association's insurance policies; a copy of all contracts to which the Master Association is a party; any bids received by the Master Association; and the minutes of meetings of the Members, the Board, committees, and/or subordinate boards. The Board shall provide for such inspection to take place at the Master Association's principal office, or at such other place within the Committed Property as the Board shall designate. The Board shall provide for the inspection within ten (10) Business Days of the Master Association's receipt of written notice requesting the inspection. The Board may establish a reasonable fee structure for the personnel time incurred due to retrieving records, monitoring the inspection, and copying records; provided that (a) no staff time shall be charged for inspection requests which are fulfilled in less than one-half hour, (b) the personnel fee shall not to exceed Twenty and No/100 Dollars ($20) per hour, and (c) personnel fees may not be charged if the records request results in twenty-five (25) or fewer pages. The Board may also establish a reasonable fee structure for electronic and/or hardcopies; provided that in-house hardcopy charges may not exceed Twenty-Five Cents ($.25) per single-side page. After an inspection occurs, the Board shall provide an invoice for the incurred personnel and copy charges, and the copies shall be withheld until the invoice is fully paid. If any Person has an un-paid invoice for a prior records request, then the Master Association shall not be required to provide future records inspections and/or copies until the un-paid invoice is satisfied.

5.4.2 **Rules for Inspection**. The Board shall establish further reasonable rules with respect to:

(a) notice to be given to the custodian of the records;

(b) hours and days of the week when such an inspection may be made, which shall not be less than one (1) eight-hour business day per month; and

(c) payment of the costs (personnel and copy costs) incurred in providing the records inspection and any requested copies.

5.4.3. **Inspection by Directors and Officers**. Every director and officer shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Master Association, and any physical property owned or controlled by the Master Association. The right of inspection by a director and/or officer includes the right to make one (1) copy of relevant documents at the expense of the Master Association.

5.5 **Notices**. Unless otherwise provided in these Bylaws, all notices, demands, bills, statements, or other communications under these Bylaws shall be in writing and shall be deemed to have been duly given if delivered personally or if sent by United States Mail, first class postage

prepaid: (a) if to a Member or Neighborhood Voting Representative, at the address which the Member or Neighborhood Voting Representative has designated in writing and filed with the Secretary, or if no such address has been designated at the address of the Property Unit of such Member or Neighborhood Voting Representative; or (b) if to the Master Association, the Board, a committee, a subordinate board, or the managing agent, at the Master Association's principal office, or at such other address as shall be designated by the Board in a written notice to the Members.

ARTICLE VI
AMENDMENTS

6.1 **Amendments By Declarant**. During the Declarant's Control Period, subject to Applicable Law, the Declarant may unilaterally amend these Bylaws for any purposes.

6.2 **Amendments By Members**. After Declarant's Control Period ends, subject to the Master Declaration and Applicable Law, these Bylaws may be amended only by the affirmative vote and/or written consent of Neighborhood Voting Representatives (and any Members not contained within a Neighborhood or not yet represented by a Neighborhood Voting Representative) representing two-thirds (2/3) of the total Class "A" votes in the Master Association. Notwithstanding the foregoing: (a) the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that specific clause, and (b)(i) if an amendment (1) materially and adversely alters or changes any Owner's right to the use and enjoyment of her/his Parcel, Property Unit, and/or of the Common Area as set forth in the Master Declaration, (2) materially and adversely affects the marketability of title to any Parcel and/or Property Unit, and/or (3) materially and adversely alters the proportionate voting interest appurtenant to a Parcel and/or Property Unit or increases the proportion or percentage by which a Parcel and/or Property Unit shares in the Common Expenses of the Master Association, then (ii) such amendment shall be valid only upon the written consent thereto by a majority of the then existing Owners materially and adversely affected thereby.

6.3 **Validity and Effective Date of Amendments**. Unless a later effective date is specified therein, amendments to these Bylaws shall become effective upon recordation in the County's official public records as a Supplement to the Master Declaration. Any procedural challenge to the adoption of an amendment to these Bylaws must be made within six (6) months of its recordation, or such amendment shall be presumed to have been validity adopted. In no event shall a change of condition or circumstances, and/or a historical practice contrary to these Bylaws, operate to effect a common law amendment of these Bylaws.

6.4 **Presumed Authority**. If an Owner consents to any amendment to the these Bylaws, it will be conclusively presumed that such Owner has the authority so to consent and no contrary provision in any Mortgage or contract between the Owner and a third-party will affect the validity of such amendment.

6.5 **Declarant's Rights.** No amendment to these Bylaws may modify, remove, and/or revoke any right or privilege of Declarant, without the written consent of Declarant or the assignee of such right or privilege.

{CERTIFICATION ON FOLLOWING PAGE}

CERTIFICATION

I DO HEREBY CERTIFY:

That I am the duly elected and acting Secretary of the Wiregrass Ranch Master Association, Inc., a Florida not-for-profit corporation;

That the foregoing Bylaws constitute the original Bylaws of the Master Association, as duly adopted at a meeting of the Board thereof held on the 14th day of August, 2015.

IN WITNESS WHEREOF, have hereunto subscribed my name and affixed the seal of the Master Association this 14th day of August, 2015.

Scott Sheridan
By

SCOTT SHERIDAN
Printed Name

Secretary, Wiregrass Ranch Master Association, Inc.

(CORPORATE SEAL)

Signed, sealed, and delivered in the presence of:

Witness

Chris Hutton
Printed Name

Witness

CLARE C. LOMMLER
Printed

{*END OF BYLAWS DOCUMENT*}

{*END OF EXHIBIT E*}

{*EXHIBIT F COMMENCES ON FOLLOWING PAGE*}

EXHIBIT "F"

USE RESTRICTIONS, RULES, AND REGULATIONS FOR WIREGRASS RANCH MASTER ASSOCIATION, INC.

The following Use Restrictions, Rules, and Regulations shall apply to the Committed Property subject to the "Master Declaration of Covenants, Conditions, Restrictions, and Easements for Portions of Wiregrass Ranch Located in Pasco County, Florida, and for the Wiregrass Ranch Master Association, Inc." ("**Master Declaration**") from time to time, until such time as these Use Restrictions, Rules, and Regulations may be amended, limited, modified, and/or repealed pursuant to the Master Declaration, the Articles of Incorporation, and the Bylaws.

Unless otherwise defined in these Use Restrictions, Rules, and Regulations, capitalized terms shall have the same meanings as used in the Master Declaration, as it may be amended or supplemented from time to time. All other words used in these Use Restrictions, Rules, and Regulations shall be given their normal, commonly understood definitions.

I. General Use Restrictions. In addition to any use restrictions stated within the Master Declaration, the following uses are not permitted within the Committed Property:

(a) Any airport or airplane landing strips. This restriction shall not apply to heliports, helipads, and/or facilities for use by rotary wing aircraft.

(b) Any permanent use that emits an obnoxious odor, noise, or sounds that exceeds the County's requirements and which does not represent a use in a first-class master planned development. This restriction shall not apply to light industrial uses authorized, contemplated, and/or permitted by the County's Comprehensive Plan, Code of Ordinances, and/or Land Development Code, as the same may be amended or superseded from time to time (collectively the "Code").

(c) Any operation primarily used as a storage warehouse operation, and any agricultural, assembling, distilling, manufacturing, mining, refining, and/or smelting use, except to the extent of any agricultural uses within Committed Property were currently active as of the date the Master Declaration was recorded. This restriction shall not apply to light industrial uses authorized, contemplated, and/or permitted by the Code.

(d) Any pawn shop.

(e) Any junkyard, mobile home park, salvage yard, stockyard, and/or trailer court. This restriction shall not apply to the temporary use of construction trailers during authorized periods of construction, maintenance, reconstruction, and/or similar activities.

(f) Any disposing, dumping, incineration, and/or reduction of garbage. This restriction shall not apply to garbage compactors and/or dumpsters located near any building and shall not apply to controlled burning or vegetative burning during site development, fire control, and/or ranch management.

(g) Any large-scale, central laundry processing plant or dry cleaning plant. This restriction shall not apply to nominal supportive facilities for on-site service as the same may be found or provided in condominiums, hotels, and/or office buildings.

(h) Any adult retail store and/or establishment dealing in or exhibiting "obscene" and/or "pornographic" materials and/or entertainment, including but not limited to and without limitation, any establishment which exhibits either live, or by any other means, nude and/or partially-nude persons.

(i) Any establishment engaged in the sale and/or exhibition of paraphernalia which is either used and/or potentially used for the sale, concealment, and/or consumption of illegal substances.

(j) Any flea market.

(k) Any "surplus" store.

(l) Any permanent carnival and/or fair type amusement park, and/or any temporary carnival and/or fair lasting more than ten (10) consecutive calendar days.

(m) Any gambling facility or operation, including but not limited to: off-track and/or sports betting parlors; table games, such as blackjack or poker; slot machines; video poker/blackjack/keno machines or similar devices; and/or bingo hall. This restriction shall not apply to the sale of lottery tickets, scratch-off games, and/or other similar sales issued by the State of Florida's "Florida Lottery."

(n) Any automobile, recreational, truck, and/or trailer body shop, display, leasing, repair, and/or sales facility or operation.

(o) Any outdoor archery, firearm (as defined in §790.001(6), *Fla. Stat.*), and/or other projectile range or target practice area.

(p) Any cemetery, crematorium, funeral home, and/or mortuary.

II. Specific Rules and Regulations.

(a) Animals and Pets. No animals of any kind (including but not limited to and without limitation: livestock, poultry, and/or reptiles) shall be bred, kept, and/or raised on any portion of the Committed Property. This rule and regulation shall not apply to existing, historic agricultural uses and operations as of the date the Master Declaration was recorded (including without limitation, cattle and horse raising and grazing) which activities may continue until the lands on which they are located are developed. This rule and regulation also shall not apply to prohibit each residential Property Unit from keeping a reasonable number of usual and common household pets (e.g. cats, dogs, fish, reptiles, etc…) as may be determined in the Board's discretion pursuant to a promulgated pet policy. This rule and regulation shall also not apply to equestrian animals which are boarded at an equestrian center, if any such facility is developed within the Committed Property. Pets which are permitted to roam free, and/or which in the Board's sole discretion are believed to endanger the health of the community, make objectionable noise, and/or constitute a nuisance or

inconvenience to others within any portion of the Committed Property, shall be removed upon the Board's request at the Owner's sole expense. If the Owner fails to honor such request, the Board may cause the pet to be removed at the Owner's sole expense. No pets shall be bred, kept, and/or maintained for any commercial purpose. Whenever outside a structure, all pets shall be restrained on a leash or otherwise confined in a manner acceptable to the Board pursuant to a promulgated pet policy. The Board may from time to time publish and impose reasonable policies setting forth the type and number of animals that may be kept on the Committed Property and/or acceptable methods of restraint and/or confinement. Notwithstanding the foregoing, for any Neighborhoods governed by Sub-Association(s), any discretionary decisions vested in the Board pursuant to this **§II(a)** shall be exercised solely by the applicable Sub-Association with respect to animals and pets kept within the interior of its Neighborhood.

(b) **Antenna and Satellite Dishes**. No antenna, satellite dish, or other device for the transmission and/or reception of television, internet, digital or radio signals (including those for amateur or ham radios) is permitted outside a residential dwelling, when such antenna, dish, and/or device may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), except as may be: approved by the Declarant or Design Review Board, as applicable; in compliance with the Design Review Manual; and/or protected pursuant to Applicable Law. Notwithstanding such protection by Applicable Law, an application for such a protected antenna, dish, and/or other device must be submitted to the Declarant or Design Review Board, as applicable, for approval which will be granted only if:

(i) the antenna, dish, and/or other device is designed for minimal visual intrusion (i.e. is located in a manner that minimizes visibility from the Street or an adjacent Parcel and/or Property Unit and is consistent with the Wiregrass Ranch Standard); and

(ii) the antenna, dish, and/or other device complies to the maximum extent feasible with the Design Review Manual within the confines of the Applicable Law which protects the antenna, dish, and/or device; without precluding the reception of a reasonable quality signal and/or unreasonably increasing the cost of the antenna, dish, and/or device.

The Declarant or Design Review Board, as applicable, shall consider any such application for a protected antenna, dish, and/or device on an expedited basis.

Notwithstanding the foregoing, the Declarant and/or Master Association may erect any antenna, satellite dish, or other device for Communication Services, and/or any master antenna, cable, internet, digital, and/or other communication system for the benefit of all or a portion of Wiregrass Ranch and/or the Wiregrass Ranch DRI/MPUD.

(c) **Exterior Lighting**. Excessive exterior lighting on any Parcel and/or Property Unit is prohibited if such lighting may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained

within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel). The Declarant or Design Review Board, as applicable, shall determine in its sole discretion whether any exterior lighting is excessive.

(d) **Fences, Shutters, and Walls**. No fence, shutter, and/or wall shall be constructed on any Parcel and/or Property Unit when such fence, shutter, and/or wall may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), until its composition, design, height, location, material, and type is approved by the Declarant or Design Review Board, as applicable, and/or unless in compliance with the Design Review Manual. Hurricane or storm shutters that may be openly viewed from any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), may only be used on a temporary basis as determined and defined by the Board in a promulgated policy, or as required by Applicable Law, and shall not be regularly stored on the exterior of any Improvements unless approved by the Declarant or Design Review Board, as applicable.

(e) **Firearms and Projectiles**. Except in emergencies, the discharge within the Committed Property of the following is prohibited: (**i**) firearms (as defined in §790.001(6), *Fla. Stat.*) and/or (**ii**) any device which propels a projectile such as an arrow, bolt, dart, pellet, rock, spear, and/or similar items. The term "firearms" includes but is not limited to and without limitation: "B-B" guns, pellet guns, handguns, rifles, shotguns, muzzleloaders, and any and all types and sizes of guns and/or weapons that expel projectiles by explosive propulsion.

(f) **Fireworks**. The use and discharge of fireworks of any kind is prohibited except by and under a license granted by the Master Association. This rule and regulation shall not apply to reasonable "consumer fireworks" (as defined in 27 C.F.R §555.11) discharged each year on the 4th of July between the local hours of 10:00a.m and 10:00p.m. "Fireworks" does not include the novelties and/or trick noisemakers specified in §791.01(4)(c), *Fla. Stat.*

(g) **Heating, Ventilation, and Air Conditioning Equipment**. Any heating, ventilation, and/or air-conditioning equipment which may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), shall be screened from view and sound in a manner approved by the Declarant or Design Review Board, as applicable, and/or in compliance with the Design Review Manual.

(h) **Holiday Decorations**. Owners may display holiday decorations visible from outside their Parcel and/or Property Unit if the decorations are of the kinds normally displayed in similar Neighborhoods, are of reasonable size and scope, and do not disturb other persons by excessive

light and/or sound emission and/or by causing an unreasonable amount of visitor/spectator traffic. Winter holiday decorations may be displayed in season only from November 1st through January 31st. During other times of the year, holiday decorations specific to other nationally recognized holidays may be displayed only one (1) week before through one (1) week after the specific holiday.

(i) **Mailboxes**. No mailbox, paper box, and/or other receptacles of any kind for use in the delivery of magazines, mail, newspapers, and/or similar materials, which may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), shall be erected on a Parcel and/or Property Unit unless and until the size, location, design and type of material of the receptacle is in a manner approved by the Declarant or Design Review Board, as applicable, and/or in compliance with the Design Review Manual.

(j) **Nuisances**. No Owner shall engage in any activity whether in public or private which: (**i**) is illegal; (**ii**) is offensive, unpleasant, unsightly, an unreasonable annoyance, a nuisance, and/or a safety hazard, affecting any other persons within the Committed Property; (**iii**) materially destroys and/or disturbs the air quality, vegetation, and/or wildlife within the Committed Property; (**iv**) results in unreasonable levels of sound or light pollution; and/or (**v**) causes unreasonable interference with the comfortable and quiet enjoyment, occupation, and/or use of any portion of the Committed Property.

(k) **Prohibited Activities, Conditions, and Structures**. The following activities, conditions, and structures are prohibited on Parcel and/or Property Unit to the extent they may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel) except as otherwise indicated below:

(i) Dog runs and animal pens of any kind, unless properly screened and approved by the Declarant or Design Review Board, and/or in compliance with the Design Review Manual;

(ii) Tents, trailers, shacks or other structures of a temporary nature on any Parcel and/or Property Unit, except as the Declarant or Design Review Board, as applicable, may authorize during the initial construction or subsequent repair of Improvements within the Committed Property. Temporary structures used during the construction or repair of a Parcel and/or Property Unit or other Improvements shall be removed immediately after the completion of construction or repair;

(iii) Permanent basketball goals, basketball standards, and/or backboards. Portable basketball goals may be used on a Parcel and/or Property Unit without prior approval, but must be stored overnight and/or otherwise when not in use so as not to be visible. There shall be no permanent athletic

equipment (e.g. hockey or soccer nets or goals; skateboard, bicycle, or rollerblade ramps; etc…) placed on any portion of a Parcel and/or Property Unit. Portable skateboard, bicycle, and/or rollerblade ramps may not cause or allow the user to be propelled onto any alley, Street, and/or sidewalk. When not in use, all portable athletic equipment shall be placed in a home, garage, or rear yard so as not be visible;

(iv) Freestanding flagpoles, except those protected by §720.304(2)(b), *Fla. Stat.* and those installed by Builders and/or Parcel Developers pursuant to **§5.3.1** of the Master Declaration. However, flags may be displayed using a bracket and/or other approved device mounted to the residential Property Unit so long as the size of the flag displayed does not exceed that of a standard United States flag (as determined in the discretion of the Declarant or Design Review Board, as applicable, and/or in compliance with the Design Review Manual). Flags which are obscene or otherwise offensive in nature will not be permitted. Flags must be in good condition and not be torn and/or faded. No more than two (2) flags may be attached to a residential Property Unit at any given time;

(v) Compost containers, piles, and/or statues;

(vi) Pool equipment, unless fully screened from view;

(vii) Outside clotheslines or other outside facilities for airing and/or drying clothes, unless fully screened from view by fencing or landscaping, and in conformity with all applicable provisions of the Design Review Manual, if any, and/or any further policies adopted and promulgated by the Board; and

(viii) Blinds, decorative panels, shades, screens, and/or other window treatments or coverings - except for draperies in or lined with white, off-white, and/or light beige, or vertical or horizontal blinds in white, off white, and/or light beige - attached to, hung, and/or used in connection with any window or door in Property Unit in such a manner which is visible from outside the Property Unit. Unless otherwise approved by the Declarant or Design Review Board, as applicable, and/or as provided in the Design Review Manual, any type of reflective film or coating (including but not limited to and without limitation, aluminum foil and/or reflective tint) of any window, glass door, and/or glazed surface is prohibited.

Notwithstanding the above list of conditions and any inferences which may be drawn therefrom, as set forth in the Master Declaration, any structure, Improvement, or thing proposed for construction, erection, installation, and/or placement on a Parcel and/or Property Unit which may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), requires approval in accordance with the terms and provisions of the Master Declaration.

(l) **Quiet Enjoyment**. Nothing shall be done or maintained on any part of a Parcel and/or Property Unit which emits foul or obnoxious odors outside the Parcel and/or Property Unit, and/or creates excessive noise or other conditions which tend to disturb the peace, quiet, safety, comfort, and/or serenity of other persons within the Committed Property beyond the subject Parcel and/or Property Unit.

(m) **Septic Tanks**. No permanent septic tanks shall be permitted on the Committed Property. Temporary septic storage tanks may be used for temporary sales trailers or construction trailers, but the contents of temporary tanks shall be disposed of off-site and no discharge from the temporary tanks shall be permitted on-site or anywhere else within the Total Property.

(n) **Signs**. No signs (including but not limited to and without limitation, circulars, billboards, and/or posters) shall be erected and/or displayed on Residential Property Units - whether exterior to the residential dwelling and/or attached to other areas of the residential dwelling (such as windows) visible from the exterior of the Residential Property Unit - which may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), except those required to be permitted by Applicable Law and/or those consented to in writing by the Board. Notwithstanding the foregoing, the following types of signs may be displayed and/or erected on a Residential Property Unit without the Board's written consent: (**i**) residential identification signs for the identification of the occupant and/or the address, in a style designated by the Design Review Manual and/or approved by the Design Review Board; (**ii**) one (1) temporary sign of customary size, as determined by the Design Review Board, for the purpose of advertising the Residential Parcel and/or Property Unit for sale or rent; (**iii**) security signs in a style and location designated by the Design Review Manual and/or approved by the Design Review Board; and/or (**iv**) smart irrigation variance signs as required by a variance. This rule and regulation shall not apply to signs installed by the Declarant, or to entry, directional, and/or marketing signs installed by Builders and/or Parcel Developers pursuant to §5.3.1 of the Master Declaration. The Master Association shall have the right to erect signs on the Common Area.

(o) **Solar Equipment**. No solar equipment is permitted on a Parcel and/or Property Unit when such equipment may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), except as may be: approved by the Declarant or Design Review Board, as applicable; in compliance with the Design Review Manual; and/or protected pursuant to Applicable Law. Notwithstanding such protection by Applicable Law, an application for such solar equipment must be submitted to the Declarant or Design Review Board, as applicable, for approval which will be granted only if:

(i) the equipment is designed for minimal visual intrusion when installed (i.e. is located in a manner that minimizes visibility from the Street or an adjacent Parcel and/or Property Unit and is consistent with the Wiregrass Ranch Standard); and

(ii) the equipment complies to the maximum extent feasible with the Design Review Manual within the confines of the Applicable Law which protects the equipment.

(p) Storage of Goods. Storage (except in approved structures or containers, and/or except by the Master Association) of appliances, equipment, fixtures, furniture, machinery, and/or other chattels or goods, is prohibited (**i**) on the Common Areas, or (**ii**) on any portion of a Parcel and/or Property Unit when the storage may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel).

(q) Storage Tanks. Except for propane tanks attached to portable grills, no storage tanks, including but not limited to and without limitation, those for water, oil, propane gas or other gas, liquid, fuels, and/or chemicals (including, but not limited to, those used for swimming pools or similar uses), shall be permitted outside of a building on a Parcel and/or Property Unit when such tank may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), unless the tank is underground or screened from view in conformity with Applicable Law and as otherwise approved by the Declarant or Design Review Board, as applicable, and/or in compliance with the Design Review Manual.

(r) Trash Containers and Collection. No garbage, recycling, rubbish, and/or trash shall be placed or kept on any Parcel and/or Property Unit when such garbage, recycling, rubbish, and/or trash may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), except when in covered containers of a type, size, and style which are: pre-approved by the Declarant or Design Review Board, as applicable; in compliance with the Design Review Manual; and/or as required by the applicable Government Authorities. Such containers shall be (**i**) screened from view of any adjacent Property Units, Common Areas, and Streets, except when they are being made available for collection and then only for the twelve (12) hours before such scheduled collection, and (**ii**) kept in a clean condition with no noxious or offensive odors emanating therefrom. Garbage, recycling, rubbish, and/or trash must be removed from the Parcels and/or Property Units and may not accumulate on any Parcel and/or Property Unit. Except when placed curb-side on the day of or the night before regularly scheduled collection days, all garbage, recycling, rubbing, and/or trash containers and bags and the like shall be kept in a closed garage and/or other approved outbuilding and/or placed inside of or behind opaque walls, fences, or hedges attached to and made part of the Parcel and/or Property Unit, and/or any garage or other approved outbuilding otherwise in conformity with applicable provisions of the Design Review Manual. Outdoor incinerators may not be kept or maintained on any Parcel and/or Property Unit within the Committed Property.

(s) **Unkempt, Unsafe, and Unsightly Conditions**. All portions of a Parcel and/or Property Unit which may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), shall be kept in a clean, neat, and tidy condition at all times. No rubbish or debris of any kind shall be placed or permitted to accumulate upon or adjacent to any Parcel and/or Property Unit in a manner which is detrimental, unsanitary, unsightly, and/or offensive to any other portion of the Committed Property. No Improvement or yard on a Parcel and/or Property Unit shall be permitted to fall into a state of disrepair or neglect.

Woodpiles and/or other acceptable materials shall be properly screened and stored in such a manner so as not to attract rodents, snakes, and/or other animals and/or create a fire hazard, in manners approved by the Declarant or Design Review Board, and/or in compliance with the Design Review Manual. No activities shall be conducted upon or adjacent to any Parcel and/or Property Unit or within any structure on a Parcel and/or Property Unit, which are or might be unsafe and/or hazardous to any person or property. No Owner (or Permittee) shall discharge or allow to be discharged any pollutants, hazardous waste, and/or toxic material; in the event of such discharge the Owner shall be liable for all cleanup and costs and expenses incurred in connection therewith. Open outdoor fires are prohibited within Wiregrass Ranch, except in a contained outdoor fireplace, barbecue unit, and/or outdoor grill, and only while attended and in use for cooking purposes. Active construction sites shall be properly screened from view, but otherwise shall not be subject to violation of this rule and regulation so long as the construction site is otherwise in compliance with Applicable Law.

(t) **Vehicles and Parking**. As used in this rule and regulation, the term "vehicles" includes, but is not limited to and without limitation: automobiles, boats, campers, horse trailers or vans, house trailers, mobile/motor homes, motorcycles, motorized personal watercraft, motor scooters, recreational vehicles, trucks, trailers, and/or similar vehicles or equipment. As used in this rule and regulation, unless and until amended by the Board the term "commercial vehicle" shall initially mean: any vehicle greater than three-quarter (3/4) ton capacity; any vehicle with a sign displayed on any part thereof (except those pursuant to §316.1951(2), *Fla. Stat.*, unless otherwise prohibited by further regulation by Government Authorities pursuant to §316.1951(10), *Fla. Stat.*); any vehicle advertising any kind of business; and/or and any vehicle on or within which any commercial materials and/or tools are visible in plain view. The term "commercial vehicle" shall not mean any vehicle with a handicapped license plate or decal duly issued by any Governmental Authority.

In any portion of the Committed Property, no vehicle may be parked on any public Streets or alleys, and/or on any Common Area, except as otherwise expressly permitted under these Use Restrictions, Rules, and Regulations, as they may be amended from time to time. Parking within Common Areas shall be permitted only in designated parking spaces, if any, and shall not be used for overnight parking between the hours 12:00 midnight and 6:00 a.m. Parking within public Streets may be permitted by the Board as promulgated in further parking policies, subject to any approvals required from the Florida Department of Transportation and/or the County, and further subject to the limitations set forth herein regarding the number of vehicles that may be parked within the

public Streets or alleys, and/or on any Common Areas within the Committed Property per Residential Property Unit.

No vehicles may be parked on any portion of a Residential Property Unit when such vehicles may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Neighborhood which contains the Parcel and/or Property Unit (or where a Parcel is not contained within a Neighborhood may be openly viewed from, or may materially and adversely affect, any public Street and/or any property abutting or adjacent to the exterior boundaries of the Parcel), except in an enclosed garage, a paved driveway, and/or other paved parking space installed with the approval of the Declarant or the Design Review Board, as applicable, and/or in compliance with the Design Review Manual. In such locations, there shall be no vehicle parking on lawns and/or mulch pads, or parking in a driveway other than perpendicular to the garage door (and provided that any vehicle parked in a driveway may not extend beyond the end of such driveway and/or may not obstruct sidewalks). Further, in such locations no Person shall park any campers, commercial vehicles, boats, mobile/motor homes, motorcycles, motorized personal watercraft, motor scooters, recreational vehicles, trailers, stored vehicles, unregistered vehicles, and/or inoperable vehicles, except when parked in enclosed garages. This rule and regulation shall not apply to: emergency vehicle repairs; commercial vehicles, public safety, and/or delivery vehicles for periods necessary to perform the specific work for which they are present; and/or any vehicles in the Committed Property pursuant to the written authorization of the Declarant and/or the Board, as applicable. Notwithstanding the foregoing: (**i**) an Owner of a Parcel and/or Property Unit shall be permitted to park a commercial vehicle on the Residential Property Unit, for any reason, for a maximum of four (4) hours in any twenty-four (24) hour period; (**ii**) for purposes of cleaning, loading, unloading, and short-term parking, boats, recreational vehicles, and/or motorized personal watercraft, may be parked in view on a Residential Property Unit for a total of seventy-two (72) hours per calendar month; and (**iii**) the Master Association shall be allowed to maintain and store any of its vehicles, including but not limited to and without limitation maintenance vehicles, on specific areas of the Committed Property as necessary for the performance of its obligations under the Master Association's Governing Documents.

For each Residential Property Unit (excluding Residential Rental Property), the Owner (and any lessees and/or occupants) thereof shall be required to park all vehicles belonging to or under the control of such Owner (and any lessees and/or occupants) within authorized spaces, and shall be prohibited from parking within the public Streets or alleys, and/or the Common Area more than the number of vehicles set forth below based on the number of authorized space(s) approved and installed for the Owners' Residential Property Unit:

No. of Cars Permitted to be Parked in Public Streets or Alleys and/or Common Areas	**Residential Property Unit's Authorized Spaces**
1	2
2	3
3	4
4 (max)	5 or more

For purposes hereof, the phrase "authorized space(s)" shall mean the number of spaces within an enclosed garage; however, if a Residential Property Unit has a driveway with a setback equal to or

greater than sixteen feet (16') between the Street and the enclosed garage, then the phrase "authorized space(s)" shall mean the number of spaces within the enclosed garage multiplied by the number two (2). By way of example only, if a Residential Property Unit has a two (2) car, enclosed garage and a driveway with a minimum setback of sixteen feet (16'), then Residential Property Unit shall have four (4) "authorized spaces" and the Owner (and any lessees and/or occupants) of such Residential Property Unit shall be permitted to park up to three (3) vehicles within the public Streets or alleys, and/or the Common Areas. Notwithstanding anything contained herein to the contrary, the foregoing restriction on the number of vehicles per Residential Property Unit that is permitted to be parked within the public Streets or alleys, and/or the Common Areas shall not apply to any Owners' (or their Permittees') temporary guests and/or invitees.

(u) **Wells**. No well, or other facility or structure used for the extraction of water or other liquid from the ground, shall be permitted on the Committed Property without the express written approval of the Declarant and the Wiregrass Community Development District (or their successors or assigns), which consent may be granted or denied in the Declarant's and Wiregrass Community Development District's (or their respective successors' or assigns') sole and absolute discretion.

(v) **Wetlands, Lakes, and Other Water Bodies**. Except for bodies of water designated for specific recreational purposes, if any: (**i**) by the Declarant and/or Board, as applicable, and/or (**ii**) by, and in accordance with, Applicable Law (including but not limited to all SWFWMD permits), the creeks, lakes, ponds, streams, wetlands, and/or other bodies of water within the Committed Property serve only as aesthetic amenities, and no active use of such bodies of water is permitted. The Declarant and/or Master Association shall not be responsible for any loss, damage, and/or injury to any person or property arising out of or related to the authorized or unauthorized use of bodies of water within or adjacent to the Committed Property.

(w) **Wildlife**. Capturing, killing, and/or trapping wildlife is prohibited within the Committed Property, except in circumstances of clear and present danger to the safety of persons, pets, and/or the wild animal itself. Any Owner associated with, involved in, and/or otherwise related to any activity of capturing, killing, and/or trapping wildlife on the Committed Property shall promptly report the activity to the Board and to any Governmental Authority which may be required to receive such reporting pursuant to Applicable Law.

III. Amendments; Non-Exclusivity

(a) **Amendments**. Subject to the Master Declaration, the Articles of Incorporation, and the Bylaws, the Board may amend these Use Restrictions, Rules, and Regulations, from time to time. The inclusion of any provisions herein, any inferences drawn therefrom, and/or silence herein as to other matters, shall not be construed in any way to limit the Board's discretion in further amending these Use Restrictions, Rules, and Regulations in any manner consistent with the Master Declaration, Articles of Incorporation, and Bylaws.

(b) **Validity and Effective Date of Amendments**. Unless a later effective date is specified therein, amendments to these Use Restrictions, Rules, and Regulations shall become effective upon recordation in the County's official public records as a Supplement to the Master Declaration. Any procedural challenge to the adoption of an amendment to these Use Restrictions, Rules, and Regulations must be made within six (6) months of its recordation, or such amendment

shall be presumed to have been validity adopted. In no event shall a change of condition or circumstances, and/or a historical practice contrary to these Use Restrictions, Rules, and Regulations operate to effect a common law amendment of these Use Restrictions, Rules, and Regulations.

(c) Non-Exclusivity. These Use Restrictions, Rules, and Regulations are intended to represent the minimum restrictions, rules, and regulations governing the Committed Property, in addition to those contained in the Master Declaration. Any Sub-Association within the Committed Property may in its Governing Documents further restrict the rights attributed to Parcels and/or Property Units within its Neighborhood beyond what is provided herein, so long as such further restrictions are not contrary to the Master Association's Governing Documents. The applicable Sub-Association(s) shall be responsible for the enforcement of any further restrictions contained with its Governing Documents.

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CERTIFICATION

I DO HEREBY CERTIFY:

That I am the duly elected and acting Secretary of the Wiregrass Ranch Master Association, Inc., a Florida not-for-profit corporation;

That the foregoing Use Restrictions, Rules, and Regulations constitute the original Use Restrictions, Rules, and Regulations of the Master Association, as duly adopted at a meeting of the Board thereof held on the 14th day of August, 2015.

IN WITNESS WHEREOF, have hereunto subscribed my name and affixed the seal of the Master Association this 14th day of August, 2015.

By

SCOTT SHERIDAN
Printed Name

Secretary, Wiregrass Ranch Master Association, Inc.

(CORPORATE SEAL)

Signed, sealed, and delivered in the presence of:

Witness

Chris Hutton
Printed Name

Witness

CLARK C. LOHMILLER
Printed

{END OF USE RESTRICTIONS, RULES, AND REGULATIONS DOCUMENT}

{END OF EXHIBIT F}

{EXHIBIT G COMMENCES ON FOLLOWING PAGE}

EXHIBIT "G"

ASSESSMENT AND VOTING FORMULA
FOR
WIREGRASS RANCH MASTER ASSOCIATION, INC.

1. Assessment Units are derived from the proportionate share of the Common Expenses out of the total DRI Entitlements for the Committed Property (as such entitlements may be amended from time to time), while also taking into account that some land uses are generally exempt from Assessments. The allocation between residential and non-residential shall remain fifty-percent (50%) each. Pursuant to the Master Declaration, the sub-allocations within Residential and non-Residential may be amended by the Board from time to time, due to the ongoing development and/or composition changes within Wiregrass Ranch, and due to the possibility of otherwise exempt land uses opting to participate in Assessments. The initial allocation is as follows:

Land Use	Total DRI Entitlements	Percentage of Common Expenses
Residential	**11,473**	**50.00%**
Single Family	(6,947)	(30.28%)
Multi Family	(4,526)	(19.72%)
Non-Residential (Commercial / Institutional/ Mixed-Use)	**n/a**	**50.00%**
Retail (s.f.)	3,180,800	(19.77%)
Hotel (rooms)	600	(3.00%)
Office (s.f.)	2,000,000	(12.43%)
Medical Office (s.f.)	600,000	(3.73%)
Hospital (beds)	600	(3.00%)
Community College (f.t.e. students)	4,000	(0.00%)*
University (f.t.e. students)	0	(0.00%)*
Light Industrial (s.f.)	1,000,000	(6.21%)
Attractions & Recreational Facilities (s.f.)	300,000	(1.86%)
Golf Course (holes)	18	(0.00%)+
Elementary Schools	4	(0.00%)*
Total		**100.00%**

Source: Wiregrass Rev DO (NOPC 5); 12/19/2013

* Pursuant to the Master Declaration, Institutional Property Units are generally exempt from paying Assessments and lack voting rights unless and until the Institutional Property Unit voluntarily pays Assessments. If an Institutional Property Unit is not exempt or otherwise volunteers to pay Assessments, then the non-residential percentages will be adjusted.

+There are no plans for a Golf Course at this time; if a Golf Course is developed, the non-residential percentages will be adjusted.

2. Assessments shall commence on a Parcel and/or Property Unit as provided in the Master Declaration or in an Amendment or Supplement to the Master Declaration.

3. Pursuant to the Master Declaration: Parcels which do not hold assigned DRI Entitlements do not possess Assessment Units, and as such are neither subject to Assessments nor entitled to vote.

4. Pursuant to the Master Declaration: (a) Institutional Property Units (and undeveloped Parcels with DRI Entitlements for Institutional purposes) used solely for one or more public purpose(s) are exempt from the payment of any Assessments, unless otherwise agreed to by the Owner of such Institutional Property Unit; and (b) no Owner of an Institutional Property Unit (or undeveloped Parcel with DRI Entitlements for Institutional purposes) shall be deemed eligible to vote on the basis of such ownership, and shall not become a Neighborhood Voting Representative, unless such Owner agrees to pay Assessments to the Master Association and to comply with all terms and provisions of the Master Declaration as to which it may otherwise be exempt.

5. Pursuant to the Master Declaration: for any given Assessment, unless the Declarant otherwise opts (in its sole and absolute discretion) to reduce the Assessment to the Owners by payment of a subsidy, the non-exempt Owners of the Parcels and/or Property Units subject to the Assessment which hold Assessment Units (*i.e.* which hold assigned DRI Entitlements) as of the date of the Assessment, are responsible for one-hundred percent (100%) of the Assessment.

6. All Assessments issued against all Owners, shall be divided fifty percent (50%) residential and fifty percent (50%) non-residential, and those percentages shall be further sub-divided pursuant to the "percentage of common expenses" allocated to each specific land use category. The currently held Assessment Units in each land use category shall be responsible for the total share of any Assessment allocated to that land use category's "percentage of common expenses."

> *By way of example only, if a total Base Assessment is $100,000, then under the initial allocation of the "percentage of common expenses" the Parcels and/or Property Units currently holding DRI Entitlements consisting of retail land uses shall be responsible for 19.77% ($19,770) of that Base Assessment.*

If no Parcel and/or Property Unit holds any Assessment Units within a given land use type, then the "percentage of common expenses" for that land use type shall be distributed proportionally amongst the remaining represented land use types within the same residential or non-residential half of the Assessment as the non-represented land use type.

7. For any Assessment levied against less than all Owners (*e.g.* Service Area Assessments and/or Specific Assessments), when applicable the Assessment shall be divided and/or sub-divided in the same manner set forth in **¶6** above, in order to maintain to the greatest extent possible the same proportionate share for each land use type. If any land use type is not represented by the Parcels and/or Property Units subject to an Assessment, then the percentage normally allocated to that land use type shall be divided evenly and redistributed amongst the remaining participating land use types. So long as one (1) or more Parcel(s) and/or Property Unit(s) represent a

given land use type, then such Parcel(s) and/or Property Unit(s) shall be responsible for the total percentage allocated to that land use type.

8. To determine a given Parcel's and/or Property Unit's share of an Assessment: first (a) the "Assessment per Assessment Unit" for each land use type shall be determined by dividing the monetary amount of such Assessment which is allocated to the given land use type (pursuant to that land use type's "percentage of common expenses") by the total number of Assessment Units currently held within that land use type by all Parcels and/or Property Units which are subject to such Assessment; then (b) for any individual Parcel and/or Property Unit, its share of such Assessment shall be equal to the number of all Assessment Units in a given land use type held by such Parcel and/or Property Unit multiplied by the applicable "Assessment per Assessment Unit." For Mixed-Use Property Units and/or undeveloped Parcels assigned Mixed-Use entitlements, the "Assessment per Assessment Unit" and resulting shares of the Assessment shall be calculated for each land use type held by the property.

> *By way of example only, continuing from the prior example in* ***§6*** *hereof where the Parcels and/or Property Units currently holding DRI Entitlements consisting of retail land uses are responsible for $19,770 of a Base Assessment: If there are currently 300,000 square feet of retail DRI Entitlements held by Parcels and/or Property Units, then there are currently 100 Assessment Units (300,000 sq. ft. ÷ 3,000 sq. ft. per Assessment Unit (as provided in* ***§10(a)*** *hereof) held by the retail land use type. As such, the Assessment per Assessment Unit within the retail land use type would be $197.70 ($19,770 ÷ 100). Further, a Commercial Property Unit with 1.5 Assessment Units (e.g. 4,500 sq. ft. of retail) would be responsible for $296.55 ($197.70 x 1.5) of such Base Assessment.*

9. **Residential Assessment Units**. Unless otherwise provided in the Master Declaration or in an Amendment and/or Supplement to the Master Declaration, for purposes of allocating the proportionate share of Assessments:

(a) Each single-family detached Residential Property Unit (e.g. exclusive of Residential Property Units comprised of platted duplexes, single-family attached units, townhomes/row-houses, and triplexes) entitled to be located on a Development Parcel pursuant to the Assignment of Wiregrass DRI Entitlements, shall be allocated (1) Assessment Unit.

(b) Each Condominium Unit not contained within a Mixed Use Trip Reduction Measures ("**MUTRM**") Neighborhood, shall be allocated one (1) Assessment Unit.

(c) Each Condominium Unit contained within a MUTRM Neighborhood, shall be allocated three-quarters (0.75) of an Assessment Unit.

(d) Each individual Residential Property Unit contained within a platted duplex, single-family attached unit, townhome/row-house, or triplex, shall be allocated three-quarters (0.75) of an Assessment Unit.

(e) Each individual Residential Rental Property Unit (e.g. each individual unit comprised of an apartment) shall be deemed to be one Property Unit and allocated three-quarters (0.75) of an Assessment Unit.

(f) Each Residential Property Unit in the residential portion of a Mixed-Use Property Unit shall be allocated three-quarters (0.75) of an Assessment Unit. The Commercial and/or Institutional Portion of a Mixed-Use Property Unit shall be allocated Assessment Units as provided in **¶10** below.

10. Commercial and Institutional Assessment Units. Unless otherwise provided in the Master Declaration or in an Amendment and/or Supplement to the Master Declaration, for purposes of allocating the proportionate share of Assessments:

(a) Each retail use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each 3,000 gross square feet of the maximum gross square footage entitled to be located thereon or therein pursuant to the Assignment of Wiregrass DRI Entitlements (whether or not fully improved as authorized by the Assignment of Wiregrass DRI Entitlements), and/or a proportional part of an Assessment Unit (rounded up to the next full hundredth) for any fraction of each 3,000 gross square feet.

> *By way of an examples only: (**i**) such a Commercial Property Unit with 4,500 gross square feet of Improvements located thereon or therein shall be allocated one and one-half (1.50) Assessment Units, whereas (**ii**) such a Commercial Property Unit with 2,250 gross square feet of Improvements located thereon or therein shall be allocated three-quarters (0.75) of one (1) Assessment Unit, and whereas (**iii**) such a Commercial Property Unit with 10,000 gross square feet of Improvements located thereon or therein shall be allocated three and thirty-four hundredths (3.34) Assessments Units.*

(b) Each office use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each 1,886 gross square feet of the maximum gross square footage entitled to be located thereon or therein pursuant to the Assignment of Wiregrass DRI Entitlements (whether or not fully improved as authorized by the Assignment of Wiregrass DRI Entitlements), and/or a proportional part of an Assessment Unit (rounded up to the next full hundredth) for any fraction of each 1,886 gross square feet.

(c) Each light industrial use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each 942 gross square feet of the maximum gross square footage entitled to be located thereon or therein pursuant to the Assignment of Wiregrass DRI Entitlements (whether or not fully improved as authorized by the Assignment of Wiregrass DRI Entitlements), and/or a proportional part of an Assessment Unit (rounded up to the next full hundredth) for any fraction of each 942 gross square feet.

(d) Each medical office use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each 566 gross square feet of the

maximum gross square footage entitled to be located thereon or therein pursuant to the Assignment of Wiregrass DRI Entitlements (whether or not fully improved as authorized by the Assignment of Wiregrass DRI Entitlements), and/or a proportional part of an Assessment Unit (rounded up to the next full hundredth) for any fraction of each 566 gross square feet.

(e) Each Attractions and Recreational Facilities use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each 282 gross square feet of the maximum gross square footage entitled to be located thereon or therein pursuant to the Assignment of Wiregrass DRI Entitlements (whether or not fully improved as authorized by the Assignment of Wiregrass DRI Entitlements), and/or a proportional part of an Assessment Unit (rounded up to the next full hundredth) for any fraction of each 282 gross square feet.

(f) Each hospital use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each one (1) bed of the maximum beds entitled to be located thereon or therein pursuant to the Assignment of Wiregrass DRI Entitlements (whether or not fully improved as authorized by the Assignment of Wiregrass DRI Entitlements).

(g) Each hotel use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each one (1) room of the maximum rooms entitled to be located thereon or therein pursuant to the Assignment of Wiregrass DRI Entitlements (whether or not fully improved as authorized by the Assignment of Wiregrass DRI Entitlements).

(h) Each Golf Course use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each one (1) hole of the maximum holes entitled to be located thereon or therein pursuant to the Assignment of Wiregrass DRI Entitlements (whether or not fully improved as authorized by the Assignment of Wiregrass DRI Entitlements).

(i) Each community college and/or university use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each potential full-time student spot which it holds pursuant to the Assignment of Wiregrass DRI Entitlements.

(j) Each elementary school use in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit, shall be allocated one (1) Assessment Unit for each potential student for which it presently has the capacity, as determined under the Applicable Law, the Development Agreements, the Development Order, the MPUD Conditions of Approval, and the MPUD Resolutions.

(k) Any Improvements, or portions thereof, on or in a Commercial Property Unit, Institutional Property Unit, or the Commercial and/or Institutional portions of any Mixed-Use Property Unit which are owned by or leased to the Master Association, the County, or any District, shall be exempt from Assessments. Only those portions owned by or leased to the Master Association, the County, or any District, are exempt, and the remaining portions shall be assessed per this **¶10**.

11. For purposes of this **Exhibit "G"**: (**a**) an Improvement shall only include the primary buildings, and shall specifically exclude any ancillary structures and other physical improvements, and shall further exclude roads, paved areas, swimming pools, Neighborhood Common Areas, and other similar "outdoor" facilities; and (**b**) "gross square feet" shall be calculated as the total floor area of the Improvements on all stories and levels measured to the exterior face of all walls (which shall include, but is not limited to and without limitation, access halls, elevator shafts, and/or stairwells), excluding any areas for vehicular storage.

12. **Number of Votes**. The total one-hundred percent (100%) of the votes entitled to be cast for any given vote shall be divided and sub-divided in the same manner as Assessments. For a vote of the full membership, the Parcels and/or Property Units with residential DRI Entitlements shall hold fifty percent (50%) of the total votes and those with non-residential DRI Entitlements shall hold the other fifty percent (50%) of the total votes, and those percentages shall be further sub-divided per the "percentage of common expenses" allocated to each land use type. For any vote involving less than all Owners, when applicable the total votes shall be divided and/or sub-divided in the same manner as the foregoing, in order to maintain to the greatest extent possible the same proportionate share of the vote for each land use type. If any land use type is not represented by the Parcels and/or Property Units entitled to cast votes, then the percentage normally allocated to that land use type shall be divided proportionately and redistributed amongst the remaining participating land use types within the same residential or non-residential half as the non-represented land use type. So long as one (1) or more Parcel(s) and/or Property Unit(s) represent a given land use type, then such Parcel(s) and/or Property Unit(s) shall be entitled to cast the total percentage of votes allocated to that land use type.

To determine a given Parcel's and/or Property Unit's number of votes: first (**a**) the "Votes per Assessment Unit" for each land use type shall be determined by dividing the percentage of votes allocated to the given land use type (pursuant to that land use type's "percentage of common expenses") by the total number of Assessment Units currently held within that land use type by all Parcels and/or Property Units which are entitled to cast votes; then (**b**) for any individual Parcel and/or Property Unit, its number of votes shall be equal to the number of all Assessment Units in a given land use type held by such Parcel and/or Property Unit multiplied by the applicable "Votes per Assessment Unit." For Mixed-Use Property Units and/or undeveloped Parcels assigned Mixed-Use entitlements, the number of votes shall be calculated for each land use type held by the property. Fractional votes shall remain fractional; they shall not be rounded in any manner.

*By way of example only, for a vote of the full membership, under the initial allocation of the "percentage of common expenses": if there are 900 Assessment Units held by Parcels and/or Property Units with retail uses, then (**a**) the "Votes per Assessment Unit" within the retail land use type is 0.0219666666666667 (19.77%÷ 900) and (**b**) a Commercial Property Unit with 20 Assessment Units from retail uses holds 0.4393333333333333% of the total one-hundred*

percent (100%) of the *votes in the Master Association (or stated another way: 0.4393333333333333 votes out of a total one-hundred (100) votes in the Master Association).*

13. **Amendments**. As stated in the Master Declaration, due to the ongoing development of the Committed Property, as well as the likelihood that the composition of the Committed Property will change over time (not only as the property submitted to the Committed Property, but also as to the composition of the various land use types within the Committed Property), every Owner by taking title to a Parcel and/or Property Unit within the Committed Property acknowledges and agrees that the Board may amend the Assessment and Voting Formula as it determines in its sole discretion to be reasonably necessary to reflect the current composition of the Committed Property, and to ensure that the shares of any Assessments and the number of votes attributable to each Parcel and/or Property Unit are reasonably related to that Parcel's and/or Property Unit's status within the Committed Property. An amendment to the Assessment and Voting Formula shall require minimum two-thirds (2/3) vote of the Board, and during the Declarant's Control Period shall be subject to the Declarant's consent (which may be withheld in Declarant's sole and absolute discretion). No amendment may change the allocation between residential and non-residential, which allocation shall remain fifty-percent (50%) each. Any amendment to the Assessment and Voting Formula shall not be effective until it is recorded in the County's official public records as a Supplement to the Master Declaration.

{END OF TEXT}

{CERTIFICATION ON FOLLOWING PAGE}

CERTIFICATION

I DO HEREBY CERTIFY:

That I am the duly elected and acting Secretary of the Wiregrass Ranch Master Association, Inc., a Florida not-for-profit corporation;

That the foregoing Assessment and Voting Formula for the Wiregrass Ranch Master Association, Inc. constitute the original Assessment and Voting Formula for the Wiregrass Ranch Master Association, Inc., as duly adopted at a meeting of the Board thereof held on the 14th day of August, 2015.

IN WITNESS WHEREOF, have hereunto subscribed my name and affixed the seal of the Master Association this 14th day of August, 2015.

Signed, sealed, and delivered in the presence of:

Scott Sheridan
By

SCOTT SHERIDAN
Printed Name

Secretary, Wiregrass Ranch Master Association, Inc.

(CORPORATE SEAL)

Witness

Chris Hutton
Printed Name

Witness

CLARK C. WHEELER
Printed

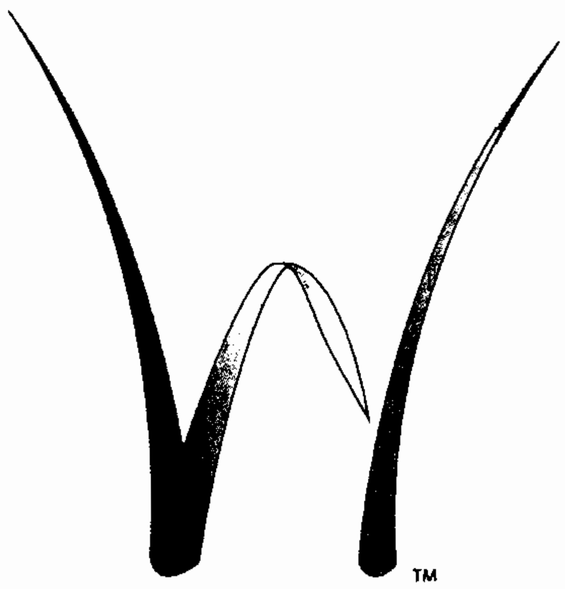
{END OF ASSESSMENT AND VOTING FORMULA DOCUMENT}

Page 8 of 8

{END OF EXHIBIT G}

{EXHIBIT H COMMENCES ON FOLLOWING PAGE}

EXHIBIT "H"



Wiregrass Ranch

Design Review Manual

-Prepared For-

Locust Branch, LLC

P.O. Box 290069

Tampa, FL 33687

-Prepared By-

King

ENGINEERING ASSOCIATES. INC.

4921 Memorial Highway, Suite 300

Tampa, FL 33634

June 2015

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Appendix 1 – Design Review Board Submittal Form
Appendix 2 – Architectural Modification Request Form
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Sections will be added and updated as needed. The Design Review Manual may be amended at any time. Contact Locust Branch and/or the Design Review Board to make sure that you have the most current version.

OVERVIEW

DEFINITIONS

Unless otherwise defined in this Design Review Manual, capitalized terms shall have the same meanings as used in the "Master Declaration of Covenants, Conditions, Restrictions, and Easements for Portions of Wiregrass Ranch Located in Pasco County, Florida, and for the Wiregrass Ranch Master Association, Inc." ("**Master Declaration**"), as it may be amended or supplemented from time to time. All other words used in this Design Review Manual shall be given their normal, commonly understood definitions.

WIREGRASS RANCH COMMUNITY OVERVIEW

Wiregrass Ranch is a large scale mixed-use community located in the heart of Wesley Chapel, Florida. Wiregrass Ranch is becoming one of the premier developments on the west coast of Florida and is committed to maintaining the highest quality of development and uses to ensure its continued success. The Wiregrass Ranch project will be developed over many years and will include a very diverse array of uses including retail shopping centers, office parks and buildings, medical offices and facilities, hospitals, restaurants, schools, colleges, civic uses, hotels, as well as a broad mix of Residential uses including single-family detached, attached, townhomes, cluster homes, multifamily apartments and condominiums. With such a broad array of uses within Wiregrass Ranch and the length of time necessary to develop such a complex project, having defined design guidelines that all developments are required to adhere to is critical to monitoring and implementing a high quality, consistent, and well-executed development for years to come. These guidelines are not intended to limit creativity. Rather, they are intended to enhance and maintain the value of Wiregrass Ranch developments for its current uses and residents as well as property values for the future. All uses, residents, and developments included within the Wiregrass Ranch Master Association are required to adhere to the design guidelines within the Design Review Manual.

THE MASTER DEVELOPER

The Master Developer is designated by that certain Wiregrass Ranch Development of Regional Impact #260 Development Order, as may be amended from time to time. Currently, Locust Branch, LLC ("**Locust Branch**") is the designated Master Developer. Locust Branch is committed to carrying out the legacy and vision of the Porter family to develop a first-class, mixed-use community that creates a unique live, work, and play sustainable community in the heart of Wesley Chapel. Accordingly, Locust Branch has created and is charged with implementing these design guidelines to ensure consistency and quality throughout Wiregrass Ranch.

DESIGN REVIEW SCOPE, GOALS, AND OBJECTIVES

These design guidelines are established to ensure and implement consistent and high-quality design standards. They serve as a framework for design concepts, and provide performance and quality standards that guide the design and construction of the variety of Wiregrass Ranch's developments.

The design review process is more particularly set forth in Article VI of the Master Declaration. In short, the scope of the Design Review Manual and the design review authority of Locust Branch or the Design Review Board (as applicable) shall apply to any and all proposed development, or portions thereof, in the Wiregrass Ranch DRI/MPUD which: (a) are exterior to Neighborhoods, (b) which are interior to any Commercial, Institutional, and/or Mixed-Use Neighborhoods, or (c) which

are interior to Residential Neighborhoods but may be openly viewed from, or may materially and adversely affect, any public Street and/or property abutting or adjacent to the Neighborhood's exterior boundary (and only to the extent of such open viewing and/or adverse affects). Any Parcels and/or Property Units which are not within the scope of (a)-(c) above, may (but shall be not required to) comply with the Design Review Manual.

Within the design review jurisdiction, Locust Branch or the Design Review Board (as applicable) reviews and approves all aspects of new construction (and any subsequent alterations or modifications) within Wiregrass Ranch. No construction which is subject to design review may commence without Locust Branch's or the Design Review Board's (as applicable) final approval of all required Submittals. Non-compliance with the Design Review Manual will be used as the basis for disapproval of construction or modification plans, and may result in enforcement proceedings.

SECTION ONE: REVIEW PROCESS

DESIGN REVIEW SUBMITTAL REQUIREMENTS

Submittals pertaining to new construction shall be submitted consistent with the "Design Review Board Submittal Form" attached hereto as *Appendix 1*. Submittals pertaining to alterations and/or modifications shall be submitted consistent with the "Architectural Modification Request Form" attached hereto as *Appendix 2*.

A Submittal packet shall not be complete unless and until it includes the following (except when not applicable to the Work):

1. Two copies of a scalable survey of the lot at a minimum scale of 1" = 50'. Base data pertaining to lot lines, topography, easements, existing significant vegetation, etc… (including, but not limited to, all existing trees over four (4) inches in diameter), are to be shown on the survey. For larger developments, a greater survey scale may be utilized so long as all the required information is clearly identifiable and presented.

2. Two copies of a final site plan indicating exact location of all structures, driveways, parking areas, signage, walls, solid waste collection facilities, dumpsters, air-conditioning units, sidewalks, trails, green space, landscape improvements, and existing trees to remain or to be removed. Site plans shall include lot dimensions, location of lot corners, existing and proposed grades, etc...

3. Building floor plans, sections and all elevations at a scale not less than 1/8" = 1'.

4. Examples of all exterior building materials and color schemes, including: any exterior stone, brick, or siding type and color; roof type and color; and front door, trim color, and accent colors or architectural elements.

5. Two copies of a landscape plan showing existing and proposed grading contours and landscape concept, decks, patios, walkways and lighting. Irrigation system plans are required on all lots (including, but not limited to, in all Neighborhoods). Landscape plans must show all new planting and any existing trees. The quantities, sizes, and installed unit prices of plant materials must be noted. Common names of all plant material must be indicated on the plans. For single family residential units, attached or detached, a typical landscape and irrigation plan can be prepared for each model and is not required for each lot.

6. A Builder's and/or Parcel Developer's initial Submittal packet shall be reviewed by Locust Branch or the Design Review Board (as applicable) at no cost. If an initial Submittal packet is rejected due to failure to meet the minimum standards and a subsequent review is required, then further review will be subject to advanced payment of a THREE HUNDRED and NO/100 ($300.00) design review fee. An additional $300.00 design review fee shall be charged for each subsequent revised Submittal packet pertaining to the same Work and/or Parcel and/or Property Unit.

7. If after approval, any changes in the Submittals are required to comply with Applicable Law, the revised Submittals must be resubmitted for design review and approval and shall be subject to the $300.00 design review fee.

SECTION TWO: SITE STANDARDS

MASTER PLAN CONSISTENCY

The Master Developer has worked extensively to design, permit, and develop master plans for Wiregrass Ranch which will ensure the success of the project as a vibrant, mixed-use, sustainable community for its Owners, residents, and visitors. As such, all proposed development within Wiregrass Ranch shall be developed consistent with these existing and varied master plans. The current set of master plans, which may be amended or supplemented from time to time, include:

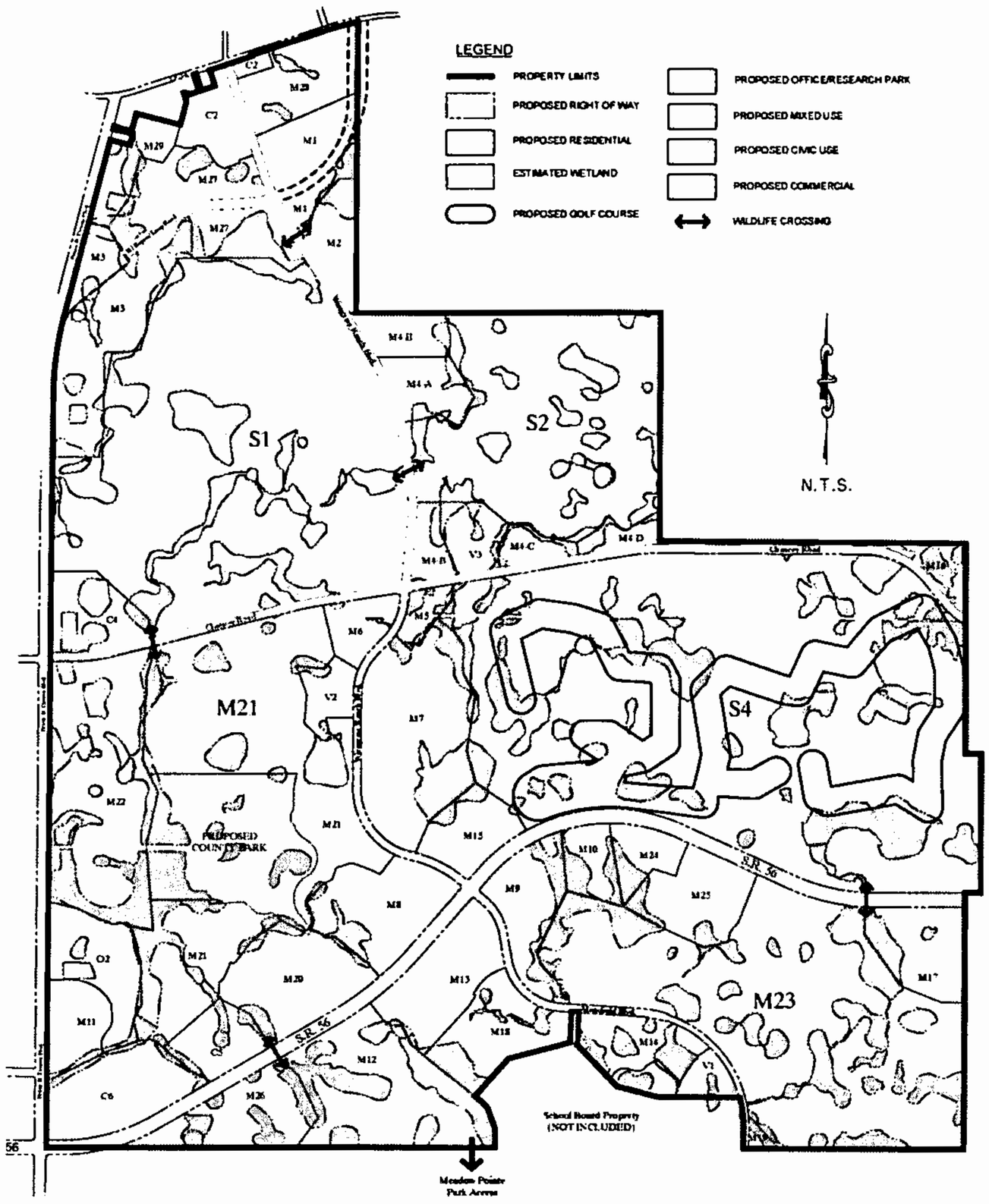
- MPUD Conditions of Approval/Resolutions
- DRI Development Order
- DRI Development Agreement
- DRI Master Plan (Map H)
- Master Parks Plan
- Master Roadway Plan
- Bicycle/Pedestrian Circulation Plan
- Environmental Management Plan
- MUTRM Neighborhood Plans
- MUTRM Planning and Development Standards
  - Exhibit O to the DRI Development Agreement
- Wiregrass Ranch Utility Service Agreement and Master Plans for potable water, sanitary sewer and reclaimed water
- Wiregrass Ranch CDD Service Agreement for Smart Irrigation

Unless indicated otherwise above, these master plans may all be viewed and downloaded from the "Wiregrass Ranch DRI No. 260" page on Pasco County's website at: http://www.pascocountyfl.net/index.aspx?nid=1522. As the set of master plans are subject to change from time to time, be sure to check the website and/or contact Locust Branch and/or the Design Review Board (as applicable) to make sure that you have the most current set.

Additionally, Pasco County's Land Development Code ordinances may be obtained on-line at: http://www.pascocountyfl.net/index.aspx?NID=756.

SECTION TWO: SITE STANDARDS

TOWN CENTER

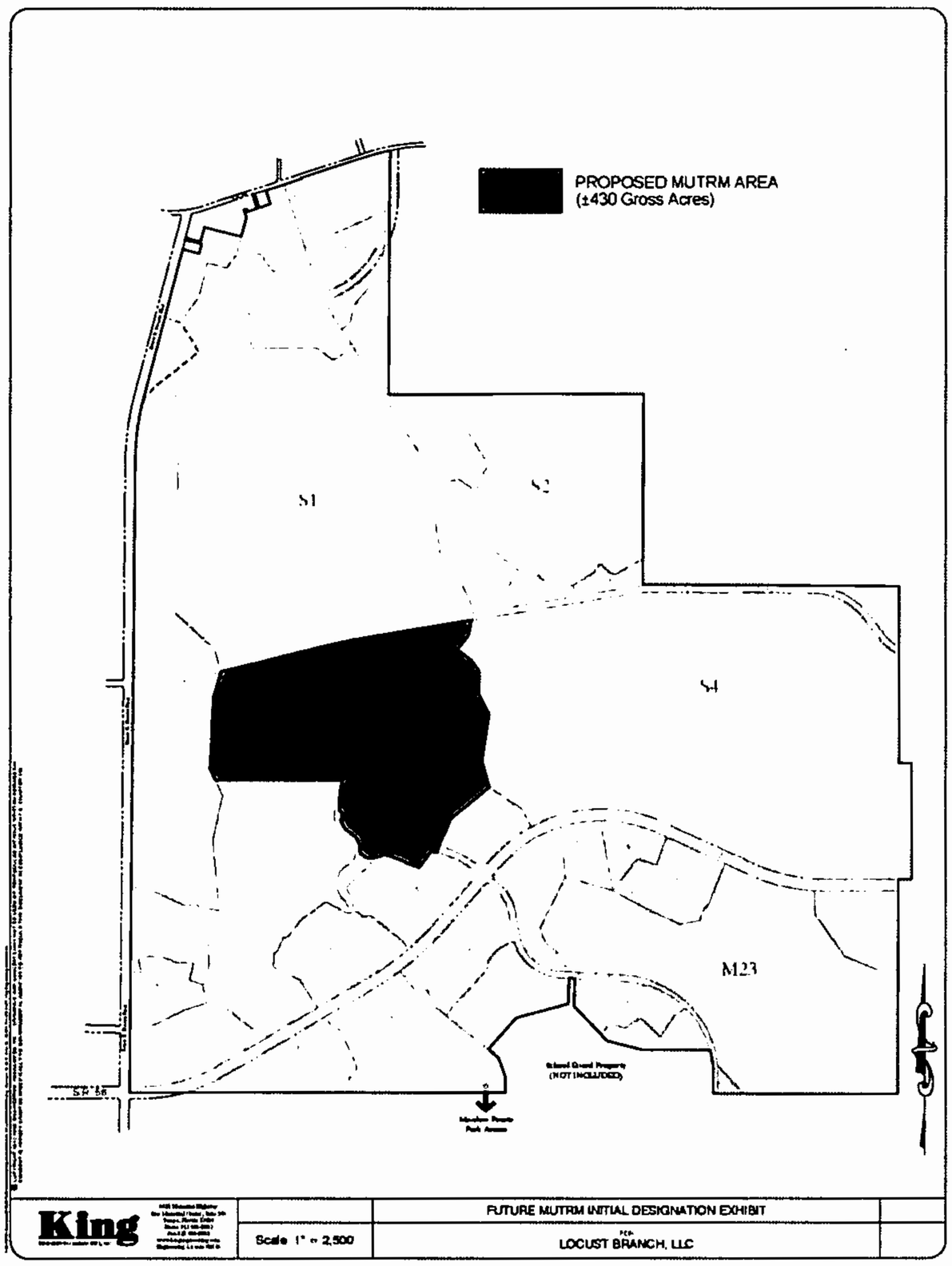


Current Approved Master Plan

At the center of Wiregrass Ranch, within parcel M7, is envisioned to be a dense, vibrant, mixed-use Town Center development to include Residential, office, retail, civic, and other uses. This portion of the community shall, in addition to the standards in this Design Review Manual and the master plans, be required to be developed consistent with Pasco County "Town Center Standards" as

contained in the Traditional Neighborhood Development ("**TND**") Section 601 of the Land Development Code.

MIXED-USE TRIP REDUCTION MEASURES ("MUTRM")



Designated MUTRM Parcels of Wiregrass Ranch

Portions of Wiregrass Ranch (as noted above) are further restricted to unique development requirements and patterns to introduce greater diversity in the mix of uses, housing types, and styles,

and a more urban form of development. These portions of the community are encouraged to maximize density, employ interconnected street layouts and connectivity, vertically integrate uses, and encourage walkability and the use of transit and other forms of mobility.

SECTION THREE: AESTHETIC STANDARDS

ARCHITECTURAL STYLE

Wiregrass Ranch is a large-scale, mixed-use community with a diverse array of uses which will employ multiple architectural styles and patterns, and will continue to be a leader in innovative development. It is the desire of the Master Developer to encourage the creative process and promote diversity in building patterns and structures. However, in order to maintain some level of consistency within Wiregrass Ranch, a vernacular architectural style shall be employed that references the historic ranching uses and the physical environment. All Wiregrass Ranch architecture should draw from the mix of elements of southern wooden homes and the Florida cracker style. Architecture within Wiregrass Ranch shall utilize natural materials, colors, palettes, and/or other similar features. Exterior surfaces will be generally of materials that blend and are compatible with the local Central Florida landscape.

The architectural style of single family residential, attached, detached, villas and townhomes shall be allowed greater diversity in architectural style and may draw upon other styles as well, so long as the residential community presents a cohesive architectural style that enhances Wiregrass Ranch.

MATERIALS AND COLOR SCHEMES

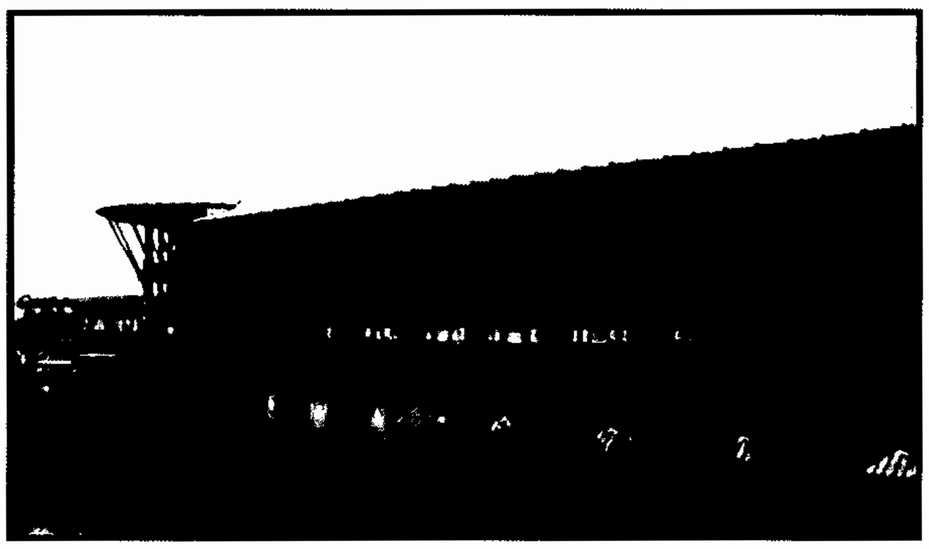
The following architectural elements and images should be used as a guide for all proposed structures to be developed within Wiregrass Ranch.

Materials
Unfinished or Stained Wood
Natural or cultured stone (as specified below)
Clapboard siding
Metal roofing
Red Clay brick
Galvanized / Rusted Metal
Stucco – sand or smooth finished
Anodized aluminum



Architectural element
Wooden columns
Batten boards
Porches and oversized eaves
Large overhangs and supports
Exposed Rafter tails
Trellises, Arbors
Shutters, dormers

SECTION THREE: AESTHETIC STANDARDS





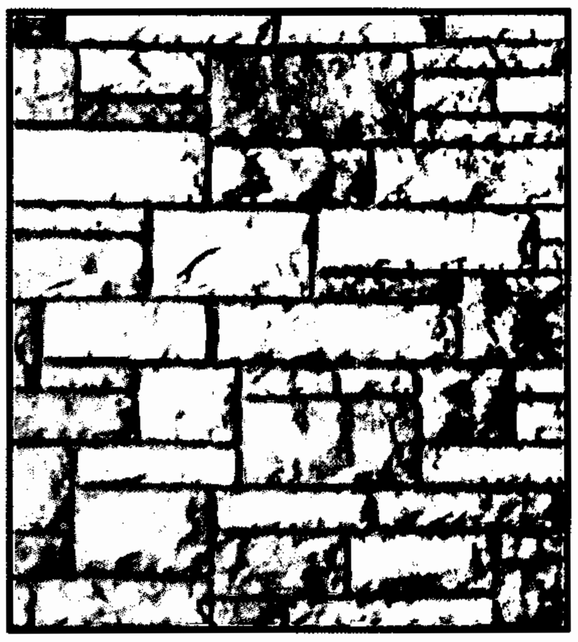




The color of exterior materials must be generally subdued to enhance the colors of the physical landscape. Earth tones, generally muted, are recommended, although occasionally accent colors used with restraint may be approved by Locust Branch or the Design Review Board (as applicable).

SECTION THREE: AESTHETIC STANDARDS

CULTURED STONE ACCENTS



All proposed structures, walls, signs, or other architectural elements shall be required to incorporate natural or cultured stone as an accent material on the front and all sides of the structure that are visible from a public Street, driveway, Open Space, and/or adjacent uses or structures.

In an effort to unify the architectural styles and materials used throughout the project all cultured stone accents and elements shall utilize the Cultured Stone products manufactured by Boral (or equivalent). The cultured stone that is approved for use within Wiregrass Ranch is the limestone pattern in the Cedar color palette as shown here.

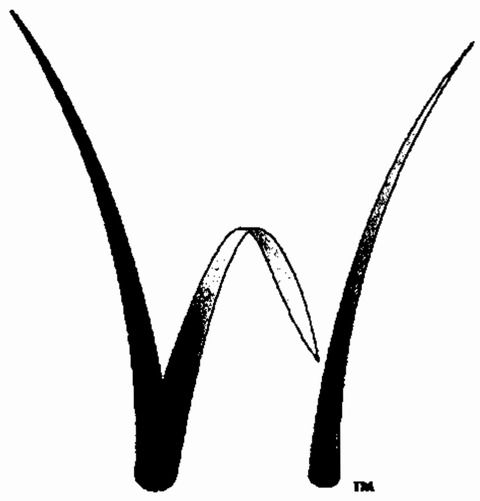
An alternative cultured stone may be reviewed and approved by the DRB provided it is of a similar style and quality and/or enhances the architectural diversity at Wiregrass Ranch.

All cultured stone shall be installed per the manufacturer's directions and all joints and mortar lines shall be clean, level, and shall not be greater than ½" in width unless otherwise approved. All cultured stone joints shall be installed with matching chardonnay color mortar or approved equivalent.

EXCLUDED MATERIALS

No plywood, vinyl, T-111, aluminum siding, exposed concrete block or hardboard composition material will be approved on any area of a structure, however, Locust Branch or the Design Review Board (as applicable) will consider new construction materials and technologies if requested. The Locust Branch or Design Review Board (as applicable) may require a sample of any exterior material in order to ascertain if they are consistent with the architectural style of Wiregrass Ranch.

ARCHITECTURAL ORNAMENTATION



All non-residential structures larger than 10,000 gross square feet shall be required to add to the structure architectural elements, features or accents that enhance the pedestrian experience and incorporate the Wiregrass logo in some way. Such elements may include, but not be limited to, trellises, arbors, towers, parapets, corbels, colonnades, porches, signs or other similar accents.

Architectural accents have been created to unify the Wiregrass logo and how it is incorporated into the development to maintain brand consistency throughout the community. These accents are available locally and may be purchased at local sign shops.

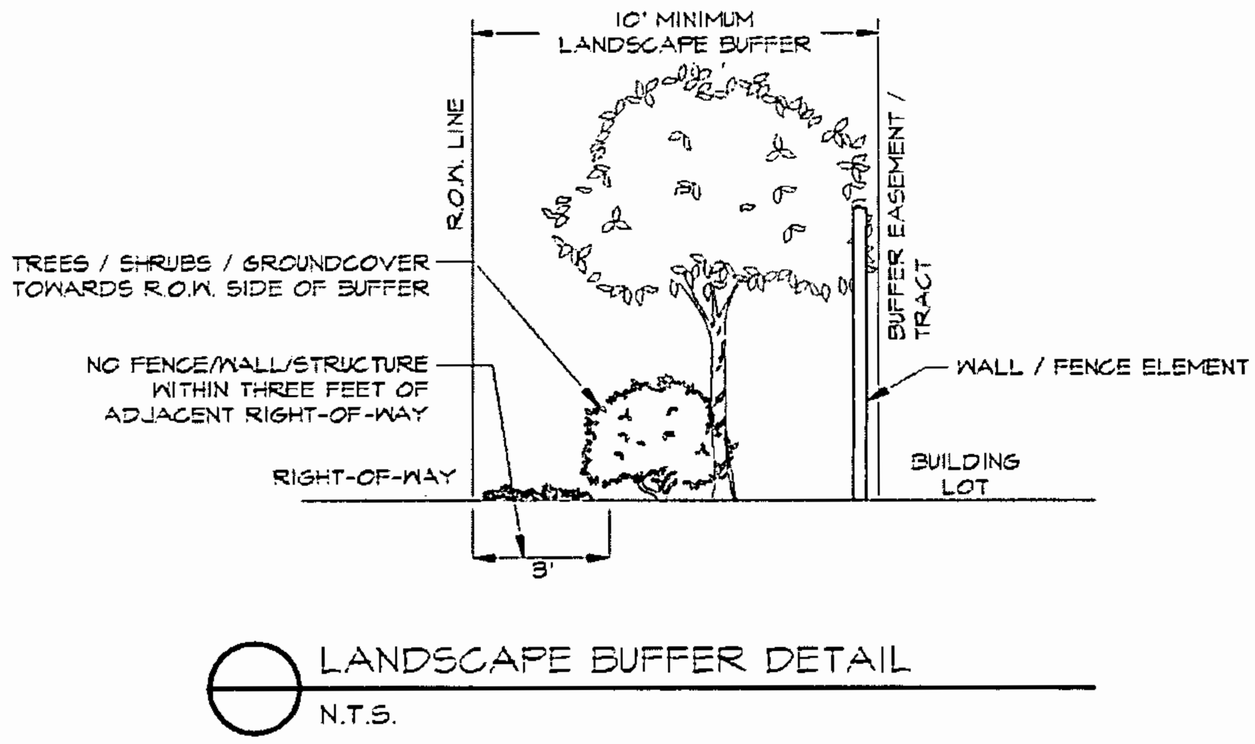
SECTION THREE: AESTHETIC STANDARDS

Any proposed development may suggest alternative forms or applications of the Wiregrass logo to Locust Branch or the Design Review Board (as applicable), provided it is in keeping with the style and brand identity of Wiregrass Ranch. Any such use of the Wiregrass logo shall be subject to applicable license agreements.

LANDSCAPE BUFFERS

Wiregrass Ranch requires enhanced and increased landscaping in order to maintain the high quality of landscaping established within the community and to enhance the visual experience throughout the community. Lush, consistent landscaping that is well maintained throughout the community will reinforce the project as a unified development that will improve and increase property values for all residents and property owners within Wiregrass Ranch. Accordingly, Wiregrass Ranch requires a greater amount and larger, more established landscape material for all new development than is otherwise required by Pasco County.

All proposed developments shall be required to provide a minimum 10' wide landscape buffer adjacent to all adjacent uses, roadways and public rights of ways. These landscape buffers shall be fully landscaped and irrigated and maintained by the owner or designated HOA, POA, CDD or other responsible entity. No buildings, fences, walls, columns, or other permanent structures shall be constructed within the 3' of the landscape buffer immediately adjacent to any Street or right of way unless otherwise approved. A minimum of 3' of landscape material shall buffer any wall, fence, column, architectural feature, or structure from an adjacent Street, driveway, alley other right of way.



LANDSCAPE BUFFER DETAIL
N.T.S.

SECTION THREE: AESTHETIC STANDARDS

Fences, walls, and columns placed on a perimeter property line and not visible from any Common Area, Open Space, Street, or other right of way shall not be required to be screened and buffered with landscaping.

TREE PRESERVATION

No existing trees, excluding dead or dying trees, greater than 24 inches in diameter at breast height (d.b.h.) may be removed without the express written approval of Locust Branch or the Design Review Board (as applicable) and subject to any required permit process. Locations, sizes, and species of all existing trees must be shown on lot surveys and proposed site plans submitted for design review.

COMMUNITY FENCING

Although the Master Developer understands the need to secure property, buildings, and facilities, fencing or other security devices shall be constructed in a manner to enhance the quality of Wiregrass Ranch and shall not degrade the visual aesthetics of the community.

All fencing shall be black in color and shall be constructed of powder coated aluminum or powder coated galvanized steel. Fencing shall have a minimum ¾" pickets and shall be in one of the styles shown below or a fence that is equivalent in style and materials, and approved by Locust Branch or the Design Review Board (as applicable). All fencing shall be no greater than 8' in height unless otherwise approved by Locust Branch or the Design Review Board (as applicable).



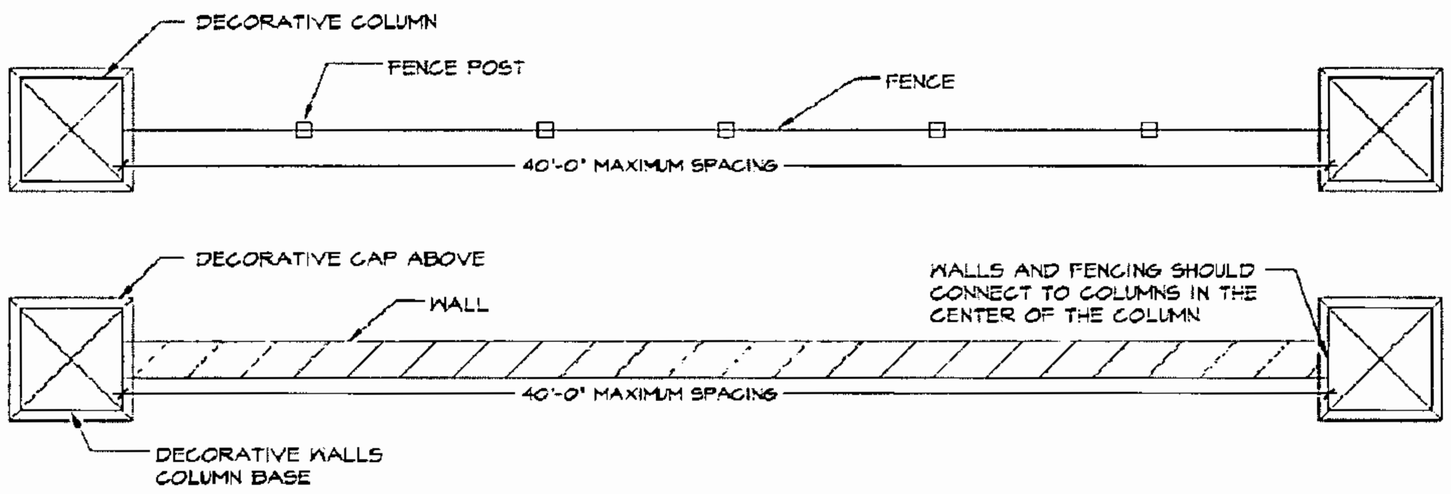
Typical Perimeter Fencing



Typical Fence Column

All fencing within Wiregrass Ranch shall also be accompanied by landscaping, decorative masonry columns, and/or other architectural features that break up the linear repetitive nature of the fencing. In no event shall fencing run more than 40' before it intersects with a masonry column, wall, building, or other such architectural feature or structure unless otherwise approved.

SECTION THREE: AESTHETIC STANDARDS



⊖ 40' SPACING ON WALLS / FENCES
N.T.S.

PVC and chain link fencing are inferior fencing products that are not consistent with the quality and vision of Wiregrass Ranch and, subject to the below exceptions, shall not be utilized within Wiregrass Ranch.

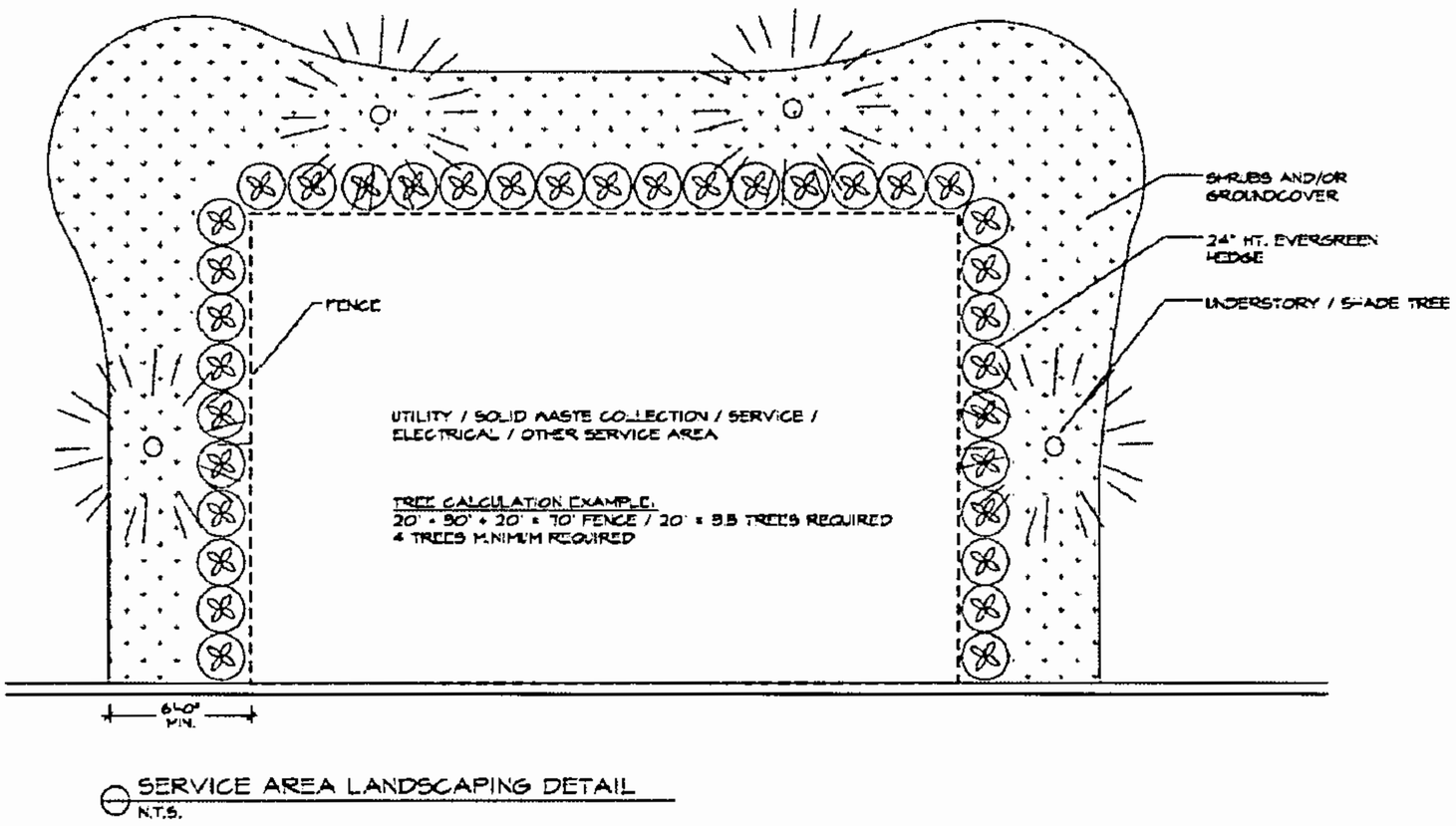
Chain link may only be used for temporary purposes during certain construction activities, to secure an area or other facilities with the specific approval of Locust Branch or the Design Review Board (as applicable). Where visible from a public right-of-way or access road, Locust Branch or the Design Review Board (as applicable) may also require a full height opaque fabric be attached to the fence to provide a visual screen to the construction areas.

To the extent that any solid fencing material is used as a visual screen to obscure the view of utilities, solid waste collection areas, service areas, electrical services, or other similar features, a landscaping bed a minimum of 6' in width shall be planted on the exterior of the fencing to soften the visual impact. The landscape bed shall include a minimum of one row of solid evergreen hedges 24" or greater in height and one understory or shade tree 8' tall at time of planting for every 20' of fencing (rounded up to the next whole tree). In no event shall any run of fencing at least 10' in length not include an understory or shade tree. The remainder of the landscape bed shall also include additional shrubs and/or groundcover to fill the bed.

Chain link fencing has been installed around several retention ponds for SR 56, as required by FDOT, however, these fenced areas shall be landscaped over time and will become adequately buffered and screened as Wiregrass Ranch is developed.

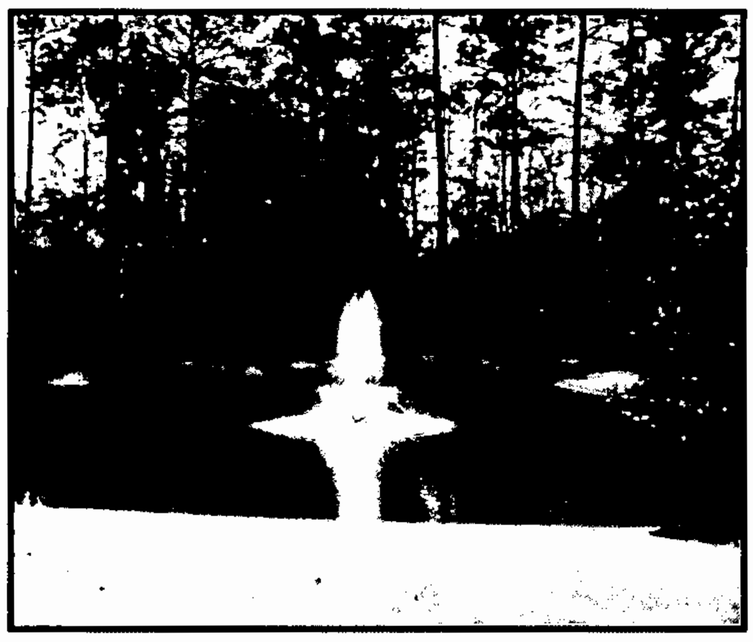
Fences shall not be placed within landscape, drainage, or signage easements, around the perimeter of a community or project except as specifically approved by Locust Branch or the Design Review Board (as applicable).

SECTION THREE: AESTHETIC STANDARDS



SERVICE AREA LANDSCAPING DETAIL
N.T.S.

FLOATING FOUNTAINS



Wiregrass Ranch will be developed with numerous water bodies and ponds and shall use these elements as an integral part of the aesthetic appeal of the community. All ponds that are visible from public Streets shall have an illuminated floating fountain installed at the time of construction that enhances the visual appeal of water body. All fountains must be approved by Locust Branch or the Design Review Board (as applicable) prior to installation. Fountains shall be properly sized to the water body they are placed within and generally shall spray a consistent pattern of water at least 5' above the water's surface, and shall be located in the center of the pond. Fountains shall be illuminated at night with "white" light only and no colored lights, lenses, or other effects shall be allowed at any time. Fountains shall be required to run between the hours of 7 am and 11pm each day, seven days a week; however, during periods of drought, low water levels, and high winds the fountains may be turned off to conserve water or protect adjacent property or uses.

All floating fountains shall be owned, operated, and maintained by the Owner of the pond.

SECTION THREE: AESTHETIC STANDARDS

UTILITY SCREENING AND BUFFERING

Air conditioners, water softeners, sprinkler controls, electrical panels, trash containers, recycling bins, pool filters, transformers, and other similar utilitarian devices must be fully screened from view and not visible from Streets, adjacent or abutting property, and/or Common areas. Screening or buffering may be accomplished through the use of walls and/or landscape materials providing 100% opacity.

Air conditioning units shall be shielded and hidden so that they are not readily visible from the common areas or adjacent parcels. Screening and buffering requirements shall not be required around electrical transformers if prohibited by applicable law.

PERIMETER SCREEN/SECURITY/PRIVACY WALLS

Solid freestanding walls tend to limit or obstruct views and isolate uses, developments, and Neighborhoods from one another and detract from the desire to create a unified mixed-use development. Although walls may be required to provide security and screening from more unsightly views and uses, their use shall be limited along public Streets, rights-of-way, Common Areas, Open Spaces, or other similar areas. All freestanding screen/security/privacy walls will be under scrutiny of Locust Branch or the Design Review Board (as applicable) to comply with the guidelines established in this Design Review Manual and shall be in keeping with the architectural style and materials used in the Neighborhood or use they serve. Walls shall not be any taller than 8' in height, when measured from the average elevations of the adjacent right-of-way or grade, unless otherwise approved by Locust Branch or the Design Review Board (as applicable), and may be required to be buffered from adjacent uses or properties with landscaping.

Walls may be incorporated into entry signage monuments, gated entryways, or other such features where security, noise abatement, or structural integrity is required, as approved by Locust Branch or the Design Review Board (as applicable).

Approval of walls will be on a case-by-case basis.

Retaining walls must be faced with the same material as the structure it is in contact with or shall be made of compatible materials of the remainder of the proposed Development Parcel it is located on. It is strongly recommended that all retaining walls be constructed of solid masonry, concrete block, or precast segmental retaining wall blocks, or where appropriate, pressure treated timbers.

No walls will be permitted in the front yard of any single-family Residential structure.

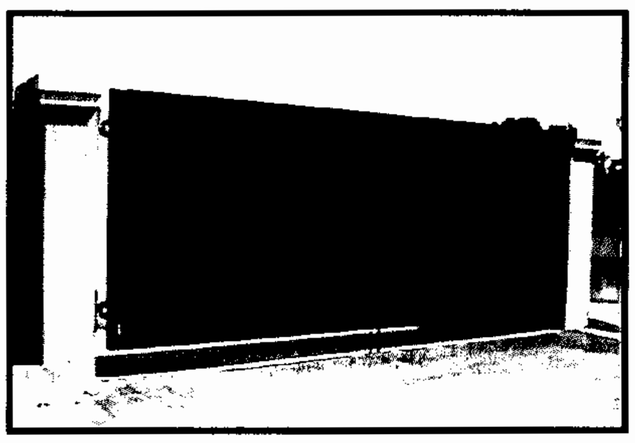
ANTENNAS, SATELLITE DISHES, AND COMMUNICATION FACILITIES

No antennas, satellite dishes, and/or other communication devices may be located on the front of any structure, or visible from the front yard or public right-of-way. All such facilities fastened to a structure shall be screened by walls, parapets, or other architectural elements that blend into the façade and do not call attention to these communication facilities.

SECTION THREE: AESTHETIC STANDARDS

The installation of all cellular or wireless communication facilities that do not directly the serve the principal use of the structure or development are specifically excluded and may not be installed without the approval of Locust Branch or the Design Review Board (as applicable).

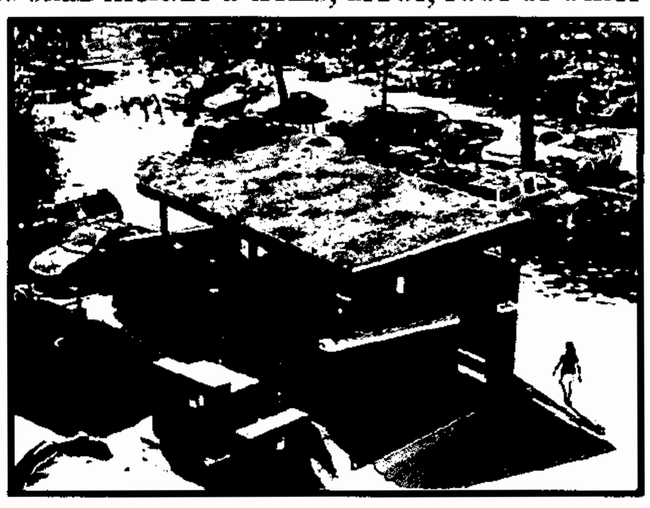
SOLID WASTE FACILITIES AND CONTAINERS



In non-Residential (i.e. Commercial, Institutional, and/or Mixed-Use) areas, storage of all solid waste disposal containers, including recycling materials, shall be fully screened from view from all public Streets, driveways, parking areas, adjacent structures, Common Areas, and Open Spaces. All solid waste facilities shall be screened with architectural walls, gates, or other similar features that are constructed from the same materials and finishes as the principal structure they serve. Such enclosures shall not be constructed with fencing of any kind.

All dumpster, compactor, or other solid waste collection facilities shall be fully enclosed on all four sides. All access gates for pedestrian and solid waste truck disposal shall be solid, opaque materials. Gates shall remain closed at all times except at the time of disposal by the solid waste carrier. Solid waste facilities constructed within larger service areas or truck docks shall be located such that the front of the dumpster or compactor is offset from a direct line of sight into the truck dock or service area from the adjacent Street, driveway, or structures.

All trash dumpsters or compactors within residential or commercial developments that are visible from above by any adjacent or nearby multistory structures shall include a trellis, arbor, roof or other architectural screen on the top of the enclosure to visually screen the top of the compactor or dumpster and trash from view.



Note: Such roof structure is not required to be planted.

TEMPORARY STORAGE CONTAINERS

Temporary storage containers are allowed within active construction sites only and may not be used as storage within any completed development for more than ten (10) Business Days. Each single family unit shall be limited to one (1) storage container at any time during construction of that unit, unless otherwise approved by Locust Branch or the Design Review Board. Storage containers shall not be placed within any driveway or sidewalk or impede any pedestrian or vehicular circulation.

SECTION FOUR: HOME CONSTRUCTION STANDARDS

SINGLE FAMILY DEVELOPMENTS (excluding MUTRM Areas)

The Wiregrass Ranch community encourages the use and development of various Residential housing styles, patterns, densities, architectural styles, and would like to foster creativity to maintain Wiregrass Ranch as a leader throughout Tampa Bay and Florida. The Master Developer has established minimum design guidelines to ensure that all single-family Residential Neighborhoods maintain a high-quality development pattern and style consistent with Wiregrass Ranch. Builders and Parcel Developers are required to submit to Locust Branch or the Design Review Board (as applicable) the proposed site plan for the entire Neighborhood and required to demonstrate compliance with the following standards.

ARCHITECTURAL DIVERSITY

Housing elevations, styles, models, elevations and primary building colors should vary from lot to lot and shall minimize the redundancy of any elevation, style, model, or color along each Street. Each Neighborhood shall have adequate architectural styles, footprints, finishes, color palettes, and materials, and elevations to maintain diversity along the Streetscape and eliminate monotony of housing products. Homes that are the same elevation, model, and color should not be constructed adjacent to each other on side-by-side lots. If the same model home is constructed on two adjacent lots, they shall be finished in different paint colors and schemes and architectural finishes to maintain a distinct street frontage.

RESIDENTIAL SITE PLANS

Single-family lots should be site planned and oriented to maximize the frontage on and views of natural features, such as wetlands, mitigation areas and preserved vegetation, water bodies, Parks, and other Open Spaces. Neighborhoods that contain significant quantities of back to back homes or a repetitive street pattern should be minimized, unless in the more urban MUTRM area.

Staggering single family building setbacks and portions of the front facades along the Streets should be encouraged where possible to provide variety and eliminate a monotonous streetscape within Neighborhoods.

BUILDING ELEVATIONS

The building elevations of all proposed homes, models, and options for each proposed Neighborhood shall be submitted for review and approval to Locust Branch or the Design Review Board (as applicable). The front elevation of all homes shall be provided in color, representing the proposed color schemes of the Neighborhood. Side and/or rear elevations of houses on lots that a visible from Parks, Common Areas, right-of-ways, public Streets, Open Spaces, or the perimeter of the Neighborhood, shall have architectural treatments similar to the front elevation and shall also be provided for design review, unless otherwise approved.

Major roof ridgelines that terminate in a gable end condition on the rear elevation of the home are not permitted adjacent to Wiregrass Ranch collector Streets.

SECTION FOUR: HOME CONSTRUCTION STANDARDS

CARPORTS

Carports are not allowed in Wiregrass Ranch except for where carports or a porte-cochere is approved as an architectural element of residential units within the Traditional Neighborhood Development or MUTRM areas of Wiregrass Ranch, or where detached recessed garages may be proposed. All such carports or porte-cocheres must be approved by Locust Branch or the Design Review Board (as applicable).

DECKS AND PATIOS

All proposed deck/patio installations that are adjacent to and visible from a public Street, access or easement may be visible to an adjacent Parcel and/or Property Unit, must be submitted to and approved by Locust Branch or the Design Review Board prior to installation.

The following information must be included with each Submittal:

1. Two copies of a final survey with the house footprint indicating the exact location, size, and distance from side and rear property lines of the proposed deck/patio installation. Hand drawn sketches of lot boundaries are not acceptable.

2. The complete dimensioned construction details of the deck/patio including: size, type of lumber and other materials, finish, style, height from ground to base-board, and vertical elevation details of all railings, seats, privacy walls and stairs.

3. If relevant for patio enclosures, see also SCREENED ENCLOSURES below.

Material Requirements: Approved deck materials include pressure-treated pine, redwood, cypress, or approved composite decking (such as Trex). Deck skirting must be of 1" thick lattice or other approved materials. Patios must be of concrete, brick, or interlocking paver materials.

Color Requirements: Wooden decks must be left natural or stained only in clear or wood tone colors. Color samples of composite decks must be submitted for design review. Patio concrete, paver or brick material colors should complement the house's main exterior color or be painted white.

No deck/patio construction is allowed to extend into a buffer easement or required side setback. No deck shall be constructed within five (5) feet of a rear lot line. Decks more than 18" above grade must have lattice or screening under the deck.

SCREENED ENCLOSURES

All screened enclosures shall be constructed with white, bronze or black frames with black screen material. Mill-finish aluminum is not permitted. No aluminum roofing or sheet metal panels will be permitted. Flat roofs will not be allowed. Pitch of screen roof shall be shown on building plans and shall be subject to approval by Locust Branch or the Design Review Board (as applicable).

Pool enclosures cannot exceed two (2) stories without prior approval from Locust Branch or the Design Review Board (as applicable). Screen enclosures that are two story and are visible from an

adjacent right-of-way or development may be required to be appropriately screened with additional trees and landscaping. Pool screen enclosures must not extend beyond the sides of the residence, unless appropriately screened and landscaped, and in no event shall be closer than 5' to the side yard or rear lot lines.

Appropriate landscaping will be required to buffer the appearance of the screened enclosure for pools and spas. For screened enclosures without a pool or spa, landscaping to modulate and soften the overall appearance is only required if the screened enclosure is visible from any public street or if the enclosure is constructed on a corner lot along a private Street.

RESIDENTIAL SIDEWALKS

Residential sidewalks that serve a residential unit (attached, detached, etc.) with a front loading garage should commence at the driveway and be continuous to the front door/porch. Residential units (attached, detached, etc.) with rear alley load garages should have entry sidewalks that directly connect the front door/porch to access the street or public right-of-way. Each Owner or Association, as applicable, shall be responsible for the Maintenance of sidewalks located within their property limits.

ADDITIONAL REQUIREMENTS

Locust Branch recognizes that some residential communities, such as villas (duplex), single family attached and townhomes are unique residences and generally employ more restrictive covenants than those contained in the Master Association's Governing Documents. Owners in all Neighborhoods should consult the Neighborhood Governing Documents for additional information regarding any Neighborhood specific standards.

SECTION FIVE: LANDSCAPE AND IRRIGATION STANDARDS

The information provided in Section Five covers standards for all Neighborhoods in Wiregrass Ranch. For additional information concerning specific Neighborhood standards, please consult Section Six.

LANDSCAPE

The landscape design of each Parcel and/or Property Unit is vital to maintain a visually attractive community and to protect each Owner's investment. To ensure the overall beauty of the community, landscape plans must be approved by Locust Branch or the Design Review Board (as applicable). It is the intent of the Design Review Manual to implement Pasco County Ordinances and Southwest Florida Water Management District guidelines promoting the use of "Florida Friendly Landscapes." These are "quality landscapes that conserve water, protect the environment, are adaptable to local conditions, and are drought tolerant." The landscape design for each single family attached and detached unit shall not be required to be submitted to the Design Review Board. However, a typical landscape plan for each proposed model in a community shall be provided. A landscape plan for all buffers, common areas, perimeter screening or other such areas adjacent to a public right-of-way or access easement shall be submitted to and reviewed by the Design Review Board for consistency with these guidelines.

General Guidelines:

A landscape plan and irrigation plan shall be prepared or approved by a registered Landscape Architect as authorized by Florida Statutes Chapter 481, as amended, or other type of professional as approved by the Pasco County Administrator or his designee. The plan shall be prepared at a minimum scale of 1" = 20' and will be based upon the final site plan and architectural elevations of the residence. The landscape plan and irrigation plan shall be submitted for design review with the final site plan prior to construction activities on-site.

All landscaping and irrigation shall be designed and installed in accordance with the "Pasco County Landscaping and Irrigation Ordinance", the Wiregrass Ranch CDD irrigation requirements and these guidelines. Industry standard specifications regarding landscape installation, mulch (3" layer), fertilization, sod, and plant quality (Florida Grade No.1) are to be included on the submitted plans.

Single-Family Guidelines

Minimum requirements for landscaping on all single-family residential property units (attached and detached) are as follows:

1. **Tree Requirements:** One canopy tree per 2,800 square feet of gross lot area and one under-story tree per lot shall be planted on-site. Palms may count toward this requirement at the ratio of 3 palms (10' clear trunk minimum) grouped together equates to one canopy tree. Palm trees may be substituted for up to thirty percent (30%) of the required canopy shade trees. Additional palms may be planted on-site, however, they will not count towards meeting the canopy tree requirement. Square foot fractions of gross lot area are rounded up. Existing trees may count toward meeting these minimum requirements. Street trees along roadway do not count toward meeting these requirements unless the trees along the road fall within the lot area. (Examples: Lots measuring 50' x 110' shall have a minimum of 2 canopy trees and 1 understory tree per lot)

   Canopy shade trees and understory trees shall be selected from the Wiregrass Ranch Plant Materials Palette contained in *Appendix 3*. Trees shall be nursery grown and not field

collected. Winter-dug, balled, and burlap-wrapped trees or containerized trees will be acceptable. No grow bag or bare root trees will be accepted. All trees and shrubs shall be Florida grade No. 1, or better, according to the latest adopted "Grades and Standards for Nursery Plants," Parts I and II, State of Florida, Department of Agriculture and shall conform to American Association of Nurserymen standards for nursery stock.

Waterfront lots may be required to select trees from the Plant Materials Palette (*Appendix 3*) for rear yard areas that will conform to water-loving species such as Bald Cypress, Maple, Birch, Sweet Gum, and Sweet Bay.

2. **Tree Sizing:** Trees shall be measured for caliper size six inches (6") above finished grade. Minimum size for canopy trees is 4-inch caliper, 14-foot to 16-foot height (minimum) by 6-foot to 7-foot spread (minimum) with a full canopy and straight trunk. Understory trees shall be 8-feet minimum height by 5-foot to 6-foot spread typical, however smaller accent trees may be approved by Locust Branch or the Design Review Board (as applicable) upon review of the submitted landscape plan.

   Street trees shall be a minimum size of 3-inch caliper, 14-foot height (minimum) and 6-foot spread (minimum) with a full canopy and straight trunk. No low forks will be accepted on Street trees. Street trees shall be uniform in size and species within each individual Neighborhood. There shall be no tolerance with regard to undersizing of Street trees or poor quality. Undersized trees shall be removed and replaced as required by Locust Branch or the Design Review Board (as applicable).

   Tree Spacing: Street trees shall be planted every forty linear feet (40') of Street frontage or as mandated by current Pasco County Ordinance. Minimum spacing for canopy and understory trees is twenty (20) feet.

3. **Existing Tree Removal:** No existing trees greater than four (4) inches in diameter at breast height shall be removed or cut without the approval of Locust Branch or the Design Review Board (as applicable) or as may be approved in any site development permit. Tree removal permits must be obtained in accordance with Pasco County regulations. Builders, Parcel Developers, and Owners shall comply with Section 802, Tree Preservation and Replacement, of the Pasco County Land Development Code. All existing dead or dying trees shall also be required to be removed.

4. **Shrubs and Groundcovers:** Fifteen percent (15%) of the lot's pervious area shall be planted with approved shrubs and groundcovers complementing the structure(s) and providing screening and buffering as required. The pervious area is that portion of the lot excluding home, driveway, pool, etc... A submitted landscape plan, if required, shall show lot calculations in terms of square footage. Total lot square footage shall be indicated with a breakdown of impervious/built area and remaining pervious/non-built area shown.

   On corner, cul de sac, pie shaped or oversized lots, the landscape quantities shall be the same as the standard lot size for that same product or unit type elsewhere in the same community.

On corner lots, a minimum of thirty percent (30%) of the required landscape planting shall be planted in the side yard area to modulate screened enclosures and side yard building exposure.

5. **Shrub sizing:** The minimum size for shrubs shall be 3-gallon container size with a height of 24". Accent shrubs are recommended to be 7 to 15-gallon container size. The minimum size for groundcovers is a 1-gallon container and 4-inch pot for annuals. *See Appendix 3* for recommended and prohibited plant materials. All material shall be Florida Grade #1 or better.

6. **Shrub Spacing:** Spacing of shrubs shall be based on good horticultural practice and industry standards allowing for future growth of the plant materials with the maximum spacing for most shrubs being 30 to 36 inches on center. Spacing for hedges and screens may be 24 to 30 inches on center. Typical spacing for groundcovers is 18 inches on center with 24 inches maximum.

7. **Sod:** The balance of the lot not planted with shrubs or groundcovers shall be sodded. Front yards and side yards or a corner lot shall be sodded with St. Augustine "Floritam." Argentine Bahia sod may be installed but only in rear yards in order to provide turf areas that are more drought tolerant and require less irrigation. Bahia sod may also be used in swales or low areas that retain water. Only solid sod shall be installed and no plugging or sprigging will be allowed.

8. **Drought Tolerant Species:** In compliance with Pasco County landscaping and irrigation requirements, a maximum of fifty percent (50%) of the plant materials used, other than trees, may be non-drought tolerant. The use of turf grass varieties with excellent drought tolerance may exceed the fifty percent (50%) limitation. A minimum of thirty percent (30%) of the plant materials, other than trees and turf grass, shall be Florida native species, suitable for growth in Pasco County.

9. **Mulch**: Dyed or artificially-colored mulch is prohibited except for builder model homes. Pine bark mulch or pine straw is recommended but not required. Mulch should be installed in a three-inch (3") layer. Rocks of natural colors (earth tones) are allowed but will be reviewed on a case-by-case basis by Locust Branch or the Design Review Board (as applicable).

10. **Variety of Species:** No one species of tree, shrub, or groundcover, excluding turf grass, shall constitute more than twenty-five percent (25%) of each category type.

IRRIGATION

The Wiregrass Ranch development is intended to be a water wise community which encourages irrigation efficiency and utilizes the latest irrigation technology to monitor water use and to ensure that available irrigation water supplies are used efficiently and available to all residents and property owners within Wiregrass Ranch. Accordingly, the Master Developer, Master Association, and District will work together to develop a community-wide irrigation program and standards that shall apply. Those standards when approved will be incorporated in a future version of this Design Review Manual.

SECTION FIVE: LANDSCAPE AND IRRIGATION STANDARDS

All nonresidential, multifamily or other uses shall be required to submit their proposed irrigation design in accordance with County and SWFWMD standards. All irrigation systems shall be designed and constructed with 100% coverage, in accordance with the Wiregrass Ranch CDD irrigation program requirements utilizing the smart irrigation controller, with soil moisture sensors and shall be connected to the required online monitoring program.

SINGLE FAMILY GUIDELINES

All single family units shall install and maintain an underground, fully automatic, one-hundred percent (100%) coverage irrigation system utilizing and in accordance with county and SWFWMD requirements and the following. For single family residential units (attached, detached, etc.) an irrigation design shall not be required for every unit, however a typical irrigation design for eac model type in the community shall be submitted to and reviewed by the Design Review Board.

1. The "Florida Irrigation Society" (FIS) Standards (3rd Edition, February 1996, as amended), which is incorporated herein by reference, should be used for all irrigation design and installation procedures, except where the requirements of the Pasco County Land Development Code supercede the FIS standards.

2. If required, an irrigation plan at a scale of 1" = 20' must be submitted for review by Locust Branch or the Design Review Board (as applicable). The plan shall indicate the location, type, and size of water meter, backflow prevention device, automatic and manual valves, valve boxes, smart irrigation system controller, soil moisture sensors, spray heads, rotor heads, mainline piping, lateral zone piping with sizes indicated, time clock, sleeves, wiring, etc... for one-hundred percent (100%) irrigation coverage of all landscape materials and turf areas.

3. The irrigation plan shall indicate the water source point of connection and the proposed meter size and location.

4. In accordance with the Pasco County Land Development Code, a maximum of fifty percent (50%) of the on-site green-space (landscaping and turf grass areas) shall be allowed to utilize irrigation techniques other than micro-irrigation unless otherwise approved. The irrigation system shall be designed to accommodate separate landscape plant zones based on differing water requirements. Turf areas shall be on separate irrigation zones from other landscape plant zones.

5. Sprays and rotors shall have matching application rates within each zone. Sprays and rotors shall not be combined on the same irrigation zone. Sprinkler and rotor head placement shall not exceed fifty-five percent (55%) of the sprinkler's diameter of coverage.

6. All irrigation systems shall be designed to avoid over-spray, runoff, or other similar conditions where water flows onto or over adjacent property, non-irrigated areas, walkways, Streets, structures, or water features. Landscape areas 3' or less in width shall not be irrigated unless drip or micro-irrigation is utilized. It is recommended that Street trees and canopy trees be provided with bubblers on a separate zone for optimum controlled watering time.

SECTION FIVE: LANDSCAPE AND IRRIGATION STANDARDS

LANDSCAPE AND IRRIGATION MAINTENANCE

1. The landscape and irrigation system shall be maintained and managed to ensure efficient water use and to prevent wasteful practices. It shall be the responsibility of the Owner or designated maintenance entity such as a POA, HOA, etc. to properly maintain all trees (including, but not limited to, Street trees) shrubs, groundcovers, turf and irrigation except for the Smart Irrigation System controller, soil moisture sensors, and cabling. Owners shall comply with watering times as mandated by the SWFWMD and Pasco County, and/or the Wiregrass Ranch CDD.

2. In the event that any tree, shrub, groundcover, or turf area exhibits signs of decline or pest infestation, the Owner shall take immediate action to remedy the problem. If the trees, plant materials, or turf dies, then the Owner shall immediately remove the dead material and replace with new material to meet the specifications of the original landscape plan. The Owner may propose a substitute to Locust Branch or the Design Review Board (as applicable) for the material being replaced.

3. The irrigation system shall be monitored by the Wiregrass Ranch Community Development District, or its assigns, contractors, successors, to apply the correct amount of water for trees, shrubs, groundcovers, and turf areas. Furthermore, the Wiregrass Ranch CDD will review and monitor water usage as required to be reported to the SWFWMD in order to maintain the water use variance allowing for irrigation within Wiregrass Ranch to be applied every day. The irrigation system will be run and water applied according to the Wiregrass Ranch Community Development District requirements. No over-spray of walks, Streets, or adjacent property is allowed.

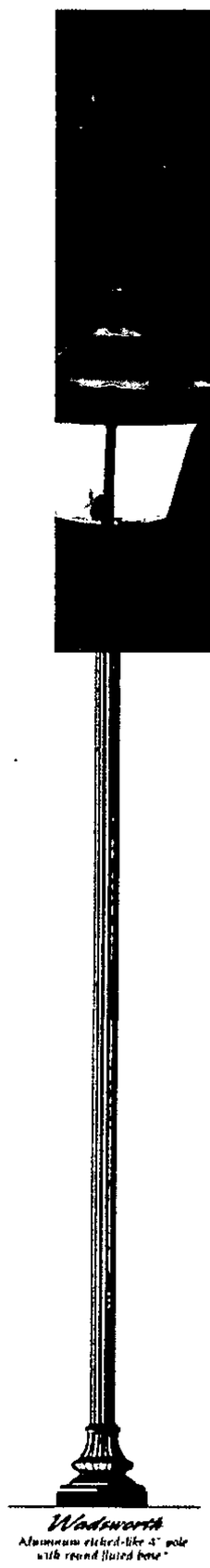
4. Irrigation Maintenance includes, but is not limited to: cleaning irrigation filters, repairing broken sprinkler heads and pipes, adjusting and repairing irrigation equipment to ensure the efficiency of the system is maintained. Grass should be cut away from spray and rotor heads (re-setting as necessary) for optimum spray pattern and trajectory.

5. Landscape Maintenance includes, but is not limited to:

   A. Removing guy-wires and supports from trees and palms after establishment of the root zone.
   B. Replenishing mulch in order to maintain a 3" depth after compaction.
   C. Fertilization and soil amendments for landscaping and turf according to industry standard practices for optimum growth and longevity.
   D. Pruning of plant material on a regular basis, as required seasonably, and cutting of turf grasses on a weekly basis at a height recommended to maintain a neat appearance.

SECTION SIX: OTHER STANDARDS

EXTERIOR RESIDENTIAL LIGHTING



All Residential Neighborhoods within the Wiregrass Ranch DRI/MPUD, including mixed-use projects with a Residential component, shall have Street lighting along all public and private collector and local Streets, driveways, access ways, sidewalks, easements, parking areas, Common Areas, Parks, or other such public spaces that provide adequate illumination for vehicular and pedestrian safety. All lighting fixtures shall be consistent with the standards identified below for continuity throughout the community and to prevent varying light colors, fixtures, styles, and functionality.

Withlacoochee River Electric Cooperative ("**WREC**") provides all local electrical service to Wiregrass Ranch, and the installation of all Street lights and lighting programs. All Residential Neighborhoods shall be required to install the WREC Classic (fixture type 305) black post top lighting fixture, with High Pressure Sodium bulb, on a Wadsworth model (pole type 960), 12' black aluminum pole and base.

A Development may propose an alternative lighting program, in lieu of the requirements identified above, for approval by Locust Branch or the Design Review Board (as applicable). However, any alternative lighting shall be required to demonstrate consistency with the remainder of Wiregrass Ranch, in form, color spectrum, style, and/or other characteristics.

In no event shall any Residential Neighborhood install any shoebox, flood, or cobra/tear drop lighting fixtures without the express written approval of Locust Branch or the Design Review Board (as applicable).

Landscape and architectural lighting shall be encouraged as an accent to the architecture, landscape forms, and plantings, and shall provide a compliment to the other lighting and features of the project. All landscape and architectural lighting should provide a soft illumination of these features and not be designed or installed in such a way as to provide harsh lighting conditions, light trespass to surrounding Residential buildings or properties, hot spots, or varied light spectrum throughout the project. In general, landscape and architectural lighting shall utilize high pressure sodium, halogen or incandescent or other bulbs that provide a warmer, softer light color (less than 3,000 on the Kelvin scale). LED, fluorescent, or metal halide bulbs that produce cooler lighting color (greater than 3,000 K) shall be avoided. These fixtures are to be owned and maintained by the property owner, POA, HOA, CDD or other similar entity and are not required to use the WREC lighting fixtures.

SECTION SIX: OTHER STANDARDS

EXTERIOR COMMERCIAL LIGHTING

All non-Residential (i.e. Commercial, Institutional, and/or Mixed-Use) developments, should utilize the "Vision" shoebox lighting fixture provided by WREC. All fixtures shall utilize the high pressure sodium bulbs for continuity of color throughout the project. The WREC Vision shoebox fixture is shown below.



Non-Residential areas may propose an alternative lighting program, in lieu of the requirements identified above, for approval by Locust Branch or the Design Review Board (as applicable). However, any alternative lighting shall be required to demonstrate consistency with the remainder of Wiregrass Ranch, in form, color spectrum, style, and/or other characteristics.

Landscape, signage and architectural lighting shall be encouraged as an accent to the architecture, landscape forms, and plantings, and shall provide a compliment to the other lighting and features of the project. All landscape and architectural lighting should provide a soft illumination of these features and not be designed or installed in such a way as to provide harsh lighting conditions, light trespass to surrounding Residential buildings or properties, hot spots, or varied light spectrum throughout the project. In general, landscape and architectural lighting shall utilize high pressure sodium, halogen or incandescent or other bulbs that provide a warmer, softer light color (less than 3,000 on the Kelvin scale). LED, fluorescent or metal halide bulbs that produce cooler lighting color (greater than 3,000 K) shall be avoided.

In areas less visible from the public realm, i.e. within recreation areas, parking lots or other areas internal to residential communities, the "shoebox" lighting fixture may be utilized if approved by the Design Review Board.

OUTDOOR STORAGE

Residential developments of any kind within Wiregrass Ranch shall not allow any boats, trailers, or recreational vehicles of any kind stored outside the residence or garage or on any Street (public or private). Boats, trailers, or recreational vehicles of any kind that cannot be stored entirely within the Residential building shall be stored offsite at an appropriate outdoor storage facility approved for such uses.

As an alternative, a residential community may request approval from the Design Review Board to create an internal storage area that has adequate screening and is not visible from adjacent roadways or development, to store such items.

APPENDIX 1

DESIGN REVIEW BOARD SUBMITTAL FORM

APPENDIXES

WIREGRASS RANCH - NEW CONSTRUCTION

DESIGN REVIEW BOARD SUBMITTAL FORM

Submitted by (Builder): _____ Date Submitted: _____
Lot #: _____ Block #: _____ Neighborhood: _____
Model Name: _____ Elevation Name: _____
Spec. Home: _____ or Pre-Sold: _____ Buyer's Name: _____
Lot Address: _____
Estimated Price: $ _____ or Actual Price: $ _____

All four packages may be submitted singly or batched together but each package must include all items listed. Incomplete packages will be returned without review. All four packages must be received before final Design Review approval can be granted.

(The top section of each page must be filled out for every submittal.)

1.) **PLANS PACKAGE:**

☐ Site Plan – 2 copies (Must be scalable, fully dimensioned and include all front, rear, and side yard set backs and the proposed driveway location.)

☐ Elevations – 2 copies (All four sides.)

☐ Floor Plans – 2 copies

Home Square Footage: _____ Lot Area: _____ sq. ft
(Dwelling only; excludes driveway, pool, etc.)

% Building coverage: _____

2.) **DECK, PATIO, OR FENCE PACKAGE:**

☐ Site Plan – 2 copies (Must be scalable and fully dimensioned accurately depicting proposed locations in relationship to house and lot lines.)

☐ Detailed Construction Drawings – 2 copies

☐ Style (Fences: Mus: include name of approved fence.)

☐ Type of Material

☐ Deck/Patio/Fence: Finish/Color

3.) **LANDSCAPING PACKAGE:**

☐ Landscaping Plan – 2 copies (scalable plans provided by Pasco County approved professionals.)

☐ Plant/Cost Listing 2 copies (Must include size, quantity, unit cost, and quantity of sod.)

(Please submit COLOR SELECTION PACKAGE on second page of this form.)

WIREGRASS RANCH - NEW CONSTRUCTION

DESIGN REVIEW BOARD SUBMITTAL FORM

Submitted By (Builder): _____ Date Submitted: _____

Lot #: _____ Block #: _____ Neighborhood: _____

Lots Address: _____ Package Name/#: _____

4.) **COLOR SELECTION PACKAGE** Model Name: _____

Item Being Submitted	Material	Manufacturer's Color Name	Manufacturer's Color Number	Manufacturer
Driveway				
Entry Walk				
Stoop				
Building Body				
Stone				
Brick				
Trim				
Shutters				
Windows				
Window Frame		White		
Entry Door				
Garage Door				
Roofing				
Fascia				
Soffit				
Gutters				
Chimney				
Screen Enclosure	White Frame	Charcoal Screen		
Planters				
Exterior Lighting				
Fence	100% virgin PVC	White		

NOTE: COLOR SELECTION PACKAGE cannot be accepted prior to submittal of the PLANS PACKAGE. Builder will be notified if color samples are required for the review. If color package is indicated, any items that are not a part of the package still need to be itemized.

APPENDIX 2

ARCHITECTURAL MODIFICATION REQUEST SUBMITTAL FORM

APPENDIXES

ARCHITECTURAL MODIFICATION REQUEST (AMR)

AMR Number: _____

After making a copy for your records, please mail or hand deliver form to:

Wiregrass Ranch Master Association, Inc.

c/o Property Management Company

[Address Here]

If you have questions, contact [Name]: (813) [Phone #] or [E-mail]

PLEASE ALLOW UP TO 45 DAYS TO RECEIVE A REPLY FROM THE DESIGN REVIEW BOARD (DRB)

Date of Application: _____ If resubmittal, date of orginal: _____

Is this application a response to a violation? _____ Yes _____ No

HOMEOWNER SEEKS DRC APPROVAL FOR THE FOLLOWING (check all that apply):

☐ Pool/Spa ☐ Screen Enclosure ☐ Fence ☐ Painting ☐ Landscaping

☐ Playset/Swingset ☐ Other: _____

DETAILED DESCRIPTION OF PROJECT (dimension, colors, style, etc.): _____

APPENDIXES

Please ensure that the following information is included with the AMR:

☐ Copy of official lot survey indicating the location of all alterations (pool, lanai screen enclosures, play sets, landscaping or other changes), which are clearly marked, drawn to scale, including set-back distances from property lines, dimensions of the proposed changes, and measurements of other key attributes.

☐ Pictures or other illustrations which will help the DRB fully understand and visualize the proposed changes.

☐ Sample of materials and/or colors of changes to be made.

☐ Specifications, drawings, and other detailed plans from contractor showing details of construction, materials to be used, and colors selected.

☐ Landscaping plan (required for pools/spas, screen enclosures and fenced buffers) showing placement of plantings, name and species selected and the location of the plants to be used.

☐ Statement that screen enclosures will be white aluminum with charcoal screening.

Failure to provide above documents (if applicable) will result in denial or delay of approval of AMR.

The undersigned property owner hereby acknowledges and agrees that the undersigned shall be solely responsible for determining whether the improvements, alterations or additions described herein comply with all applicable laws, rules and regulations, codes, and ordinances including without limitation, zoning ordinances, subdivision regulations, and building codes. The DRB shall have no liability or obligation to determine whether such improvements, alterations and additions comply with any such laws, rules, regulations, codes or ordinances.

The undersigned property owner also acknowledges and agrees that approvals for all exterior alterations are predicated on the work being inspected to ensure that it does not violate the Wiregrass Ranch Master Association, Inc. Declaration of Covenants, Conditions and Restrictions or Design Review Manual.

If the work done on the exterior of the home does not pass inspection, the homeowners will be required to make the necessary corrections or be subject to a fine and legal enforcement by the association's attorney.

Signature of Owner: _____ Printed Name: _____

Street Address: _____ Lot Number: _____ Block: _____

Email: _____ Neighborhood: _____

Telephone: (H) _____ (W) _____

ACTION BY DRB

☐ APPROVED ☐ APPROVED WITH CONDITIONS ☐ DENIED

Approval contingent on the project being started within 6 months and completed within 1 year.

APPENDIX 3

PLANT MATERIALS PALETTE
&
PROHIBITED PLANT MATERIALS LIST

APPENDIXES

WIREGRASS RANCH PLANT MATERIAL PALETTE

CANOPY TREES

Botanical Name	Common Name	Drought Tolerant	Native
Acer rubrum	Red Maple	No	Yes
Betula nigra	River Birch	No	Yes
Celtis laevigata	Sugarberry	Yes	Yes
Cornus florida	Dogwood	Yes	Yes
Diospyros virginiana	Persimmon	Yes	Yes
Gordonia lasianthus	Loblolly Bay	No	Yes
Fraxinus spp.	Ash	Varies	Yes
Juniperus silicicola	Southern Red Cedar	Yes	Yes
Liquidambar styraciflua	Sweetgum	Yes	Yes
Magnolia grandiflora	Southern Magnolia	Yes	Yes
Platanus occidentalis	Sycamore	Yes	Yes
Pinus elliottii	Slash Pine	Yes	Yes
Pinus palustris	Longleaf Pine	Yes	Yes
Pinus taeda	Loblolly Pine	Yes	Yes
Quercus laurifolia	Laurel Oak	Yes	Yes
Quercus shumardii	Shumard's Red Oak	Yes	Yes
Quercus virginiana	Live Oak	Yes	Yes
Taxodium distichum	Bald Cypress	Varies	Yes
Ulmus alata	Winged Elm	Yes	Yes
Ulmus parvifolia "Drake"	Drake Elm	Yes	No
Ulmus americana "Floridana"	Florida Elm	Yes	Yes

UNDERSTORY TREES

Acacia farnesiana	Sweet Acacia	Yes	Yes
Callistemon spp.	Bottle-brush Tree	Varies	No
Cercis canadensis	Eastern Redbud	Yes	Yes
Chionanthus virginicus	Fringe Tree	No	Yes
Crataegus spp.	Hawthorn	Yes	Yes
Cupressocyparis leylandii	Leyland Cypress	Yes	No
Elaeocarpus decipens	Japanese Blueberry	Yes	No
Eriobotrya japonica	Japanese Loquat	Yes	No
Ilex cassine	Dahoon Holly	No	Yes
Ilex x attenuata "E. Palatka"	East Palatka Holly	Fair	Yes
Ilex x attenuata "Savannah"	Savannah Holly	No	Yes
Ilex opaca	American Holly	Yes	Yes
Lagerstroemia indica	Crape Myrtle	No	No
Ligustrum japonicum	Wax Privet	No	No
Ligustrum lucidum	Glossy Privet	No	No
Myrica cerifera	Wax Myrtle	Fair	Yes
Parkinsonia aculeata	Jerusalem Thorn	Yes	No
Prunus angustifolia	Chickasaw Plum	Yes	Yes
Pyrus calleryana "Bradfordii"	Bradford Pear	No	No
Viburnum obovatum	Walter Viburnum Tree	Yes	Yes

APPENDIXES

WIREGRASS RANCH PLANT MATERIAL PALETTE

PALM TREE ACCENTS

Note: It is the intent of the Design Review Manuel to limit the planting of palm trees within Wiregrass Ranch. A maximum of three (3) palms, each measuring a minimum of ten feet (10') of clear trunk height will count towards one (1) canopy tree. It is recommended that palms only be used as accents to supplement the plantings of trees and to give appropriate scale to vertical structures.

Botanical Name	Common Name
Acoelorraphe wrightii	Paurotis Palm
Butia capitata	Pindo Palm
Chamaerops humilis	European Fan Palm
Livistona chinensis	Chinese Fan Palm
Phoenix canariensis	Canary Island Date Palm
Phoenix dactylifera	Medjool Date Palm
Phoenix reclinata	Senegal Date Palm
Phoenix roebelinii	Pygmy Date Palm – used as understory, accent only, 4' C.T. miminum
Phoenix sylvestris	India Date Palm
Sabal palmetto	Cabbage Palm
Washingtonia robusta	Washingtonia Palm*

*May be considered an exotic species by Pasco County

APPENDIXES

WIREGRASS RANCH PLANT MATERIAL PALETTE

SHRUBS AND GROUNDCOVERS

Botanical Name	Common Name	Drought Tolerant	Native
Agarista populifolia	Pipestem, Fetterbush	No	Yes
Alpinia species	Ginger (Variegated)	No	No
Ardisia escallonioides	Marlberry	Yes	Yes
Aspidistra elatior	Cast Iron Plant	Fair	No
Azalea "Aaron White"	Aaron White Azalea	No	No
Azalea "Duc de Rohan"	Duc de Rohan Azalea	No	No
Azalea "Formosa"	Formosa Azalea	No	No
Azalea "G.G. Gerbing"	Gerbing Azalea	No	No
Azalea "George L. Tabor"	George L. Tabor Azalea	No	No
Azalea "Southern Charm"	Southern Charm Azalea	No	No
Bougainvillea species	Bougainvillea	Yes	No
Callicarpa americana	Beautyberry	Yes	Yes
Callistemon rigidus	Stiff Bottlebrush	Fair	No
Calycanthus floridus	Sweetshrub	No	Yes
Camellia japonica	Common Camellia	No	No
Camellia sasanqua	Sasanqua Camellia	No	No
Cortaderia selloana	Pampas Grass	Yes	No
Crinum americanum	String Lily	Fair	No
Crinum asiaticum	Giant Crinum Lily	Fair	No
Cuphea hyssopifolia	Mexican Heather	No	No
Cupressus sempervirens	Italian Cypress	Fair	No
Cycas revoluta	King Sago	Fair	No
Cyrtomium falcatum	Holly Fern	No	No
Dietes bicolor	Yellow Iris	No	No
Dietes vegeta	White African Iris	No	No
Elaeagnus pungens	Silverthorn	Fair	No
Eugenia uniflora	Surinam Cherry	No	No
Evolvulus glomerata	Blue Daze	No	No
Feijoa sellowiana	Pineapple Guava	Fair	No
Galphemia gracilis	Thryallis	No	No
Gardenia jasminoides	Grafted Gardenia	No	No
Gardenia radicans	Dwarf Gardenia	No	No
Gelsemium sempervirens	Yellow Jessamine	Yes	Yes
Hamelia patens	Firebush	No	Yes
Helianthus debilis	Dune Sunflower	Yes	Yes
Heliconia species	Heliconia	No	No
Hemerocallis species	Daylily	No	No
Hibiscus species	Hibiscus	No	Yes
Hymenocallis latifolia	Spider Lily	Fair	No
Ilex x attenuata "Fosteri"	Foster's Holly	No	No
Ilex cornuta "Burfordii"	Dwarf Burford Holly	No	No

(**SHRUBS AND GROUNDCOVERS** *continued on next page*)

APPENDIXES

SHRUBS AND GROUNDCOVERS *(continued)*

Botanical Name	Common Name	Drought Tolerant	Native
Ilex cornuta "Rotunda"	Globe Holly	No	No
Ilex crenata	Japanese Holly	No	No
Ilex vomitoria	Dwarf Yaupon Holly	Yes	Yes
Illicium floridanum	Anise	No	Yes
Illicium parviflorum	Yellow Anise	No	No
Ipomoea pes-Caprae	Railroad Vine	Yes	Yes
Jasminum mesnyi	Primrose Jasmine	Fair	No
Jasminum multiflorum	Downy Jasmine	No	No
Jasminum nitidum	Shining Jasmine	Fair	No
Jasminum volubile	Wax Jasmine	No	No
Juniperus species	Junipers	Yes	No
Lantana species	Lantana	Yes	Varies
Leucophyllum frutescens	Texas Sage	Fair	No
Licania michauxii	Gopher Apple	Yes	Yes
Ligustrum japonicum	Wax Privet	No	No
Ligustrum lucidum	Glossy Privet	No	No
Ligustrum sinense	Chinese Privet	No	No
Liriope muscari varieties	Liriope	Fair	No
Lyonia ferruginea	Rusty Lyonia	Fair	Yes
Mandevilla species	Mandevilla	No	No
Muhlenbergia capillaris	Pink Muhly Grass	Yes	Yes
Myrcianthes fragrans	Simpson's Stopper	Yes	Yes
Myrica cerifera	Wax Myrtle	Fair	Yes
Nandina domestica	Heavenly Bamboo	No	No
Nephrolepis species	Swordfern	No	Yes
Nerium oleander	Oleander	Yes	No
Ophiopogon japonicus	Mondo Grass	Fair	No
Osmunda regalis	Royal Fern	No	Yes
Pennisetum setaceum	Fountain Grass	Fair	No
Pentas lanceolata	Egyptian Star Flower	No	No
Philodendron selloum	Split-leaf Selloum	No	No
Philodendron xanadu	Xanadu Philodendron	No	No
Pittosporum tobira	Pittosporum (Variegated)	Fair	No
Plumbago auriculata	Plumbago	Fair	No
Podocarpus macrophyllus	Yew Podocarpus	No	No
Portulaca grandiflora	Rose Moss	Fair	No
Pteridium aquilinum	Bracken Fern	Yes	Yes
Purslane	Purslane	No	No

(**SHRUBS AND GROUNDCOVERS** *continued on next page*)

APPENDIXES

SHRUBS AND GROUNDCOVERS *(continued)*

Botanical Name	Common Name	Drought Tolerant	Native
Pyracantha coccinea	Pyracantha	Fair	No
Pyrostegia venusta	Flame Vine	Fair	No
Rhaphiolepis indica	Indian Hawthorn	No	No
Rhaphiolepis umbellata	Yeddo Hawthorn	No	No
Ruellia spp.	Mexican Petunia	No	Yes
Sagittaria lancifolia	Arrowhead	No	Yes
Sansevieria trifasciata	Snake Plant	Fair	No
Sideroxylon spp.	Bumelias	Yes	Yes
Serenoa repens	Saw Palmetto	Yes	Yes
Setcreasea purpurea	Purple Queen	Fair	No
Spartina species	Cordgrass	Yes	Yes
Strelitzia nicholai	White Bird of Paradise	No	No
Strelitzia reginae	Bird of Paradise	No	No
Tibouchina species	Purple Glory Bush	No	No
Trachelospermum asiaticum	Minima Jasmine	No	No
Trachelospermum jasminoides	Confederate Jasmine	No	No
Tripsacum dactyloides	Fakahatchee Grass	Yes	Yes
Tripsacum floridanum	Florida Grama Grass	Yes	Yes
Tulbbagia violacea	Society Garlic	No	No
Vaccinium darrowii	Blueberry	No	Yes
Viburnum obovatum	Walters Viburnum	Yes	Yes
Viburnum odoratissimum	Sweet Viburnum	No	No
Viburnum suspensum	Sandankwa Viburnum	No	No
Zamia furfuracea	Cardboard Plant	Yes	No
Zamia pumila	Coontie	Yes	Yes

There are many native wildflowers and perennials that may be used as bedding plants in lieu of turf grass for a variety of color and interest. Some of these are: Butterfly Weed, Climbing Aster, Sea Ox-Eye Daisy, Florida Paintbrush, Partridge Pea, Golden Aster, Ageratum, Coreopsis, String Lily, Purple Coneflower, Gaillardia, Beach Sunflower, Iris, Liatris, Cardinal Flower, Black-Eyed Susan, Salvia, Blue-Eyed Grass, and Verbena. Bedding Plants are to be mulched with a 3" layer of mulch and maintained to present an aesthetically pleasing appearance without being in an overgrown condition and shall not encompass more than 25% of the pervious planted "front yard." Plants shall be spaced so that the plant bed is uniformly planted.

Note: Consult with your Landscape Architect for locations of proposed plantings and selection of native/drought tolerant species from the above list. Some species on the above list may be damaged from low or freezing temperatures. Also consult with your Landscape Architect about plant material selection when using reclaimed water. The Design Review Manual makes no written or implied guarantees regarding use of the above plant palette materials.

APPENDIXES

PROHIBITED PLANT MATERIAL

Bontanical Name	Common Name
Casuarina equisetifolia	Australian Pine
Melaleuca leucadendron	Punk Tree
Schinus terebinthifolius	Brazilian Pepper
Melia azedarach	Chinaberry
Dalbergia sissoo	Rosewood

Other prohibited species: Any exotic flowering tree or exotic palm that is not cold tolerant. Such species may be allowed if it is placed in a portable container to be transported indoors by the homeowner during inclement weather.

{END OF EXHIBIT H}

{END OF MASTER DECLARATION DOCUMENT}