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STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES 758.00

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS

AND RESTRICTIONS

FOR

LAWSON DUNES

(Polk County, Florida)

NOTICE: PURSUANT TO SECTION 6.05, UPON THE SALE OR RESALE OF A DWELLING, A CAPITAL OR RESALE ASSESSMENT IS REQUIRED TO BE PAID.

DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS

AND RESTRICTIONS FOR LAWSON DUNES

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DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAWSON DUNES

THIS DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAWSON DUNES is made as of and on the Effective Date, by **CH DEV, LLC**, a Florida limited liability company ("Declarant"), whose mailing address is 346 E. Central Avenue, Winter Haven, FL 33880.

RECITALS:

A. Declarant is the owner of certain real property located in the Polk County, Florida and more particularly described on **Exhibit "A"** attached hereto and hereby incorporated herein ("**Property**"), that on or about the date of this Declaration shall be made subject to the plat of Lawson Dunes recorded in Plat Book 198, Pages 33-40 of the Public Records (the "Plat").

B. The Property is a proposed residential community known as "Lawson Dunes" (the "Development").

C. Declarant is the developer of the "Community" (as that term is defined in the Association Act) pursuant to the Association Act.

D. Declarant desires to preserve and enhance the values and quality of life on the Property and the health, safety and welfare of the residents thereof, and to provide for the maintenance of certain areas and improvements for the benefit of the Property.

E. Declarant has incorporated the Association, which Association will be conveyed title to certain property, and which Association will be delegated the powers of and responsibility for maintaining and administering certain property and improvements, administering and enforcing this Declaration and the other Governing Documents, and collecting and disbursing the monies derived from the Assessments hereafter levied.

DECLARATIONS:

NOW, THEREFORE, Declarant declares that the Property is and shall be owned, improved, held, controlled, transferred and occupied subject to this Declaration.

The recitals above are incorporated herein as if fully set forth herein.

This Declaration is not intended to, nor does it create or establish a condominium under Chapter 718 of the Florida Statutes, a cooperative under Chapter 719 of the Florida Statutes, or a timeshare under Chapter 721 of the Florida Statutes. No condominium under Chapter 718 of the Florida Statutes, cooperative under Chapter 719 of the Florida Statutes, or timeshare under Chapter 721 of the Florida Statutes, may be created or established at any time upon the Property.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Some of the definitions set forth in the Governing Documents may contain terms, conditions and provisions that are necessary for: (i) the proper interpretation of the Governing Documents; and (ii) to fully understand the Members' rights, privileges, responsibilities,

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duties, liabilities and obligations under the Governing Documents and under the Association Act. Capitalized terms used above or herein that are not defined in this Article I shall have the meanings given to such terms elsewhere in this Declaration. When used above or herein in this Declaration, the following terms shall have the following meanings:

A. "Additional Property" shall mean and refer to those lands, together with any improvements thereon, if any, which are made subject to this Declaration by annexation pursuant to Article II hereof.

B. "Annual Assessments" shall mean and refer to the assessments levied annually by the Association pursuant to the "Association Act" and the "Budget" (as that term is defined in Section 6.03.A of this Declaration).

C. "Approved Builder" shall mean a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARC (after Turnover). As of the Effective Date of this Declaration, Declarant approves of and names HBWB DEVELOPMENT SERVICES, LLC, CASA FRESCA-COOL HOUSE, LLC, LENNAR HOMES, LLC, and MERITAGE HOMES OF FLORIDA, INC. as Approved Builders.

D. "Architectural Control Provisions" shall collectively mean and refer to the terms, covenants, conditions, provisions, and limitations set forth it Article VII and Article IX of this Declaration.

E. "Area(s) of Common Responsibility" shall mean and refer to any land or improvement located in or near the Property which is not intended to be owned by the Association, but which is intended to be improved, maintained or operated by the Association in the manner and to the extent determined from time to time by the Board. Areas of Common Responsibility may be designated by this Declaration, any Supplemental Declaration, a contract entered into by the Association, or by a decision of the Board. The following are hereby designated as potential Areas of Common Responsibility:

(i) Rights-of-Way and Entrance Area. Subject to limitations imposed by any Governmental Authority, the Association shall maintain, repair and replace to the extent determined by the Board, the signs; lighting fixtures; electrical equipment; drainage improvements in accordance with the Permit; irrigation lines and equipment; landscape materials and features; and other improvements from time to time located within the unpaved rights-of-way and unpaved medians in any rights-of-way as shown on any Recorded Plat;

(ii) Street Lighting. The Association may arrange for and assess the Owners for the fixture rental, electrical usage and other costs of Street lighting for the Property and any Areas of Common Responsibility; and

(iii) Easements. The Association shall maintain, repair and replace any walls, signs, lighting fixtures, electrical equipment, drainage improvements (in accordance with the Permit), irrigation lines and equipment, landscape materials and features, and other improvements from time to time located within all wall and landscape easements created in favor of the Association as shown on any Recorded Plat. Notwithstanding the foregoing, the Owner of each Lot encumbered by a wall easement shall maintain all landscaping lying between the wall and that Owner's Dwelling, and said Owner shall maintain the paint or other surface finish, if any, on the vertical surface of the wall which faces the Owner's

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Dwelling, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof.

The foregoing duties and prerogatives of the Association are subject to the terms of Article IV, hereof, regarding potential implementation of one or more MSTU/MSBU (as that term is defined in Section 4.08 of this Declaration) or similar mechanisms to assume responsibility for and collect the funds necessary to pay the costs of any of the foregoing or any other services that would otherwise be the responsibility of the Association under this Declaration or otherwise.

F. "Articles" shall mean and refer to the Articles of Incorporation of the Association. A copy of the initial Articles is attached as **Exhibit "B"** to this Declaration and made a part hereof. The Articles may be amended as provided therein, and it shall not be necessary to amend this Declaration in order to amend the Articles.

G. "Assessments" shall mean and include: (i) Annual Assessments or charges; (ii) "Special Assessments" (as that term is defined in Section 6.04.A of this Declaration); (iii) "Individual Assessments" (as that term is defined in Section 6.04.B of this Declaration); (iv) "Re-Sale Assessment" (as that term is defined in Section 6.05.E of this Declaration); (v) if required to be paid pursuant to the terms hereof or hereafter required by the Board from time to time, a one-time only start-up assessment ("Start-Up Assessment"); (vi) assessments or amenity fees permitted pursuant to the Association Act; and (vii) any interest and late charges that may be imposed by the Board at its discretion, and the cost of collection of any of the foregoing, including, without limitation, court costs and expenses/fees and reasonable attorneys' and paralegals' fees before trial, at trial and on appeal.

H. "Association" shall mean and refer to the Lawson Dunes Homeowners Association, Inc., a Florida not-for-profit corporation, and its successors and/or assigns.

I. "Association Act" shall mean and refer to the laws of the State of Florida applicable to the operations of the Association on the Effective Date (as opposed to as amended, restated or re-codified from time to time), including, but not necessarily limited to, those laws set forth in Chapters 617 and 720 of the Florida Statutes. Chapter 720 of the Florida Statutes, being the Florida legislation specifically enacted to govern the Association and the "Community" (as that term is defined in the Chapter 720 of the Florida Statutes), shall in all instances trump the more general legislation set forth in Chapter 617 of the Florida Statutes. In the event of any ambiguity or conflict between Chapter 617 and 720 of the Florida Statutes, Chapter 720 shall govern as necessary to resolve any such ambiguity or conflict.

J. "Board", "Board of Directors" or "Directors" shall mean and refer to the Board of Directors of the Association.

K. "Builder" or "Homebuilder" shall mean and refer to any person or legal entity that has acquired or that acquires title to any Lot expressly in furtherance of: (1) the business of developing the Lot for eventual construction of Dwellings thereon in the ordinary course of such person's or entity's business; or (2) the business of constructing Dwellings thereon, in the ordinary course of such person's or entity's business, for later sale to bona fide Third-Party Purchasers that are not Builders or affiliates of a Builder. After the Turnover occurs, Declarant shall be considered and deemed a Builder with regard to or concerning any Lot(s) that Declarant then owns or thereafter acquires title to, and with Declarant, as a Builder, automatically being deemed to and having all rights, powers, benefits, easements and reservations afforded to a Builder under the Governing Documents or that may be delegated to a Builder by Declarant under the Governing Documents.

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L. "Bylaws" shall mean and refer to the Bylaws of the Association. A copy of the initial Bylaws are attached as **Exhibit "C"** to this Declaration and made a part hereof. The Bylaws may be amended as provided therein, and it shall not be necessary to amend this Declaration in order to amend the Bylaws.

M. "CDD Facilities" shall have the meaning in Section 20.01.B hereof. Most or all components which are typically considered "Common Area" of a development of this nature have instead been designated herein as part of the CDD Facilities. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREA.

N. "City" shall mean and refer to the City of Haines City, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments, divisions, and agencies.

O. "Common Area(s)" or "Common Property " shall mean and refer to the real and personal property from time to time owned or intended to be owned by the Association and devoted to the use and enjoyment of all Members of the Association, all at Common Expense. Common Area shall include, but not be limited to, easement areas which are conveyed to and held by the Town Park CDD as grantee, including, but not limited to, any private access and drainage easements and private drainage easements. Additional Property may contain Common Area, but no commitment is made that any Additional Property will in fact contain Common Area. The definition of "Common Area" and "Common Property" shall also include the definition of "common area" defined in the Association Act. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION. FURTHER, AND WITHOUT LIMITING THE FOREGOING, CERTAIN AREAS THAT WOULD OTHERWISE BE COMMON AREAS SHALL BE OR HAVE BEEN CONVEYED TO THE LAWSON DUNES CDD AND SHALL COMPRISE PART OF THE CDD FACILITIES. CDD FACILITIES SHALL NOT INCLUDE COMMON AREAS. MOST, IF NOT ALL, COMPONENTS WHICH ARE TYPICALLY CONSIDERED "COMMON AREA" OF A DEVELOPMENT OF THIS NATURE HAVE INSTEAD BEEN DESIGNATED AS PART OF THE CDD FACILITIES. AS SUCH, LAWSON DUNES INCLUDES VERY LIMITED, IF ANY, COMMON AREAS.

P. "Common Expense" shall mean and refer to the actual and estimated expense of operating the Association and meeting the costs to be incurred by the Association in performing its duties and in exercising its prerogatives, including, without limitation, costs incurred for operation, management, administration, maintenance, repairs, replacement, insurance and improvement of the Common Area and Areas of Common Responsibility, and for any reserves from time to time established to be set aside by the Board. Except as may be expressly set forth herein, all undertakings or activities of the Association concerning the Property, the Community, the Common Area, the Areas of Common Responsibility, and enforcing the provisions of the Governing Documents, shall be done at Common Expense.

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Q. "Community Development District" or "Lawson Dunes CDD": As defined in Section 20.01.B hereof.

R. "Conservation Easement": As defined in Article IV, Section 4.09 hereof.

S. "Conservation Easement Area(s)" shall mean and refer to any areas or portions of the Property from time to time included within, or subjected to, a Conservation Easement pursuant to the provisions of Article IV, Section 4.09 hereof.

T. "County" shall mean and refer to Polk County, Florida, a political subdivision of the State of Florida, specifically including each and all of its departments, divisions, and agencies.

U. "Declarant" shall mean and refer to CH DEV, LLC, a Florida limited liability company, its successors and/or assigns. No successor or assignee of Declarant shall have any rights, privileges, liabilities or obligations of Declarant under this Declaration or any other Governing Document unless such rights and obligations are specifically set forth in a Recorded instrument of succession and/or assignment, or unless such rights expressly pass by operation of Law from Declarant to such successors and/or assigns.

V. "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, Easements and Restrictions for Lawson Dunes, as amended, modified, restated or supplemented.

W. "Deficit Fund" or "Deficit Funding" shall mean and refer to Declarant's subsidizing of the Common Expenses of the Association pursuant to Section 6.08 hereof.

X. "Division" shall mean and refer to the Division of Florida Condominiums, Timeshares and Mobile Homes, or any successor governmental agency, division or department of the State of Florida.

Y. "District" shall mean and refer to the Southwest Florida Water Management District, an agency created pursuant to Chapter 373, Florida Statutes.

Z. "Dwelling" or "Residence" shall mean and refer to any single-family residence or dwelling unit located on a Lot.

AA. "Effective Date" shall mean and refer to the date that this Declaration is Recorded in the Public Records.

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

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CC. "Fiscal Year" The first fiscal year shall begin on the date of incorporation and end on December 31 of that year. Thereafter, the Fiscal Year of the Association shall begin on the first day of January and end on the 31st day of December of every year.

DD. "Governmental Authority(ies)" shall mean and refer to any federal, state or local authority, court, department, division, legislature or instrumentality having authority, control or jurisdiction over or concerning, the Property, the Community, the Areas of Common Responsibility, the Association, the Members and/or the Owners, including, but not limited to, the Local Government.

EE. "Governing Document(s)" shall collectively mean the "governing documents" (as that term is defined in the Association Act) and the Rules and Regulations.

FF. "Homeowners' Association": As defined in the Association Act.

GG. "Immediate Family Members" shall mean the spouse of the Owner and all unmarried children twenty-two (22) years and younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one (1) other person who is living with such Owner in the Residence in addition to children of the Owner as an adult Immediate Family Member. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Residence.

HH. "Law" shall mean and refer to all laws, statutes (including, but not limited to, the Association Act), codes, ordinances, rules, requirements, regulations, orders, decrees and judgments of any Governmental Authority having jurisdiction over the Association, the Property, the Community, the Declarant or the Owners or Members.

II. "Limited Common Area" means any and all real and personal property, easements, improvements, facilities and other interest, if any, as more particularly described in Article IV, Section 4.03 hereof, which are reserved for the use of Owner(s) of certain Lots to the exclusion of other Owner(s) and/or other Lots.

JJ. "Limited Common Expense(s)" shall mean and refer to Common Expenses with respect to any Limited Common Area.

KK. "Lot" shall mean and refer to each residential building site created by any Recorded Plat of the Property, including any Dwelling located thereon once constructed.

LL. "Local Government" shall mean and refer to, as applicable, the County and/or the City.

MM. "Member" shall mean and refer to each Member of the Association as provided in Article III, Section 3.02 hereof.

NN. "Monetary Obligation" shall mean and refer to any monetary obligations, including, but not limited to, Assessments, due to the Association by any Member pursuant to the Governing Documents, the Rules and Regulations or under the Association Act.

OO. "Mortgage" shall mean and refer to any first-lien or first-position mortgage encumbering a Lot or Dwelling that was granted or made in good faith and for value.

PP. "Mortgagee" shall mean and refer to the owner and holder of a Mortgage, which owner and holder of said Mortgage may be a bank, savings bank, mortgage company, life insurance

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company, federal or state savings and loan association, an agency of the United States government, private or public pension fund, the United States Department of Veterans Affairs (the "VA"), the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, a credit union, real estate or mortgage investment trust or any other lender generally recognized as an institutional lender in the County.

QQ. "Officer(s)" shall have the meaning given to such term in the Articles or the Bylaws.

RR. "Owner" shall mean and refer to the record holder, whether one or more persons or entities, of fee-simple title to any Lot in the Property; however, notwithstanding any applicable theory of the law of mortgages, the term "Owner" shall not mean or refer to any Mortgagee unless and until such Mortgagee has acquired title to a Lot pursuant to an unappealable, final, lawful foreclosure proceeding or a proper and lawful conveyance by deed in lieu of foreclosure. All owners of a single Lot shall be treated for all purposes as a single Owner, irrespective of whether such ownership is joint, in common or by tenancy by the entirety.

SS. "Permit" shall mean and refer to General Environmental Resource Permit No. 43045555.000 issued by the District, as amended.

TT. "Property" shall mean and refer to the real property legally described on Exhibit A attached hereto and incorporated herein and any Additional Property annexed pursuant to Article II, Section 2.A. hereof.

UU. "Public Records" shall mean and refer to the official or public records of the County, or such other place designated from time to time as the official County location for Recording documents affecting and encumbering title to real property and any improvements located thereon.

VV. "Record," "Recordation", "Recording" or "Recorded": To record, the recording of, of appearing of record, of an instrument in the Public Records.

WW. "Recorded Plat(s)" shall mean and refer to any and all subdivision plats of the Property, including the Plat, Recorded in the Public Records.

XX. "Rules and Regulations" shall mean and refer to the Rules and the Planning Criteria of the Community, as any of the foregoing may be amended, modified or supplemented from time to time.

YY. "Street(s)" shall mean and refer to the rights-of-way of all streets, roads, alleys, drives, courts, ways and cul-de-sacs within the Property as the same are described in and depicted on any Recorded Plat, and all paving, curbs and other improvements, facilities and appurtenances constituting part of the roadway system within the Property, conveyed or dedicated to the Local Government or other appropriate Governmental Authority or quasi-governmental entity.

ZZ. "Supplemental Declaration" shall mean and refer to any instrument which extends the effect of this Declaration to any Additional Property pursuant to Article II hereof.

AAA. "Stormwater Management System" or "Surface Water Management System" or "SWMS" shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental

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degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, Florida Administrative Code.

BBB. "Tenant" shall mean and refer to any tenant, lessee, subtenant, sublessee, beneficiary under any land trust pursuant to Section 689.071 of the Florida Statutes, or any other occupant or possessor that is not the Owner thereof of any Lot or improvement thereon, whether or not such relationship is documented by a lease, a sublease, a trust agreement, or any other document or writing (collectively, "Lease").

CCC. "Turnover" shall mean and refer to the transition of control of the Association by Declarant pursuant to Section 720.307 of the Association Act.

DDD. "Turnover Meeting" shall mean and refer to the meeting at which Members other than Declarant elect a majority of the Directors pursuant to Section 720.307 of the Association Act.

Section 1.02. Interpretation. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the Property, the preservation of the value of the Lots, and the protection of Declarant's rights, benefits and privileges herein contemplated and to the fullest extent permitted by the Association Act. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's affiliates than against any other person or entity.

ARTICLE II

PROPERTY SUBJECT TO THIS DECLARATION

Section 2.01. Property. The Property is and shall be owned, improved, held, controlled, transferred and occupied subject to this Declaration.

Section 2.02. Additional Property. Declarant shall have the right, but not the obligation, to bring within the scope of this Declaration, as Additional Property, lands lying adjacent to or in the vicinity of the Property, at any time and from time to time, within twenty (20) years after the Effective Date (the "Potential Additional Property"). Unless and until annexed, this Declaration shall not encumber or bind in any way any of the Potential Additional Property. Except as provided in Article XIII hereof, annexation of any or all of the Potential Additional Property as Additional Property may be accomplished by Declarant without the consent of the Association, the Owners, the Members, any Mortgagee or other lien holder, or anyone else.

Section 2.03. Method of Annexation. Additions authorized under this Article II shall be made, if at all, by recording a Supplemental Declaration extending this Declaration to the Additional Property. The Supplemental Declaration shall describe that portion of the Potential Additional Property annexed as Additional Property and shall state that it is being made pursuant to the terms of this Declaration for the purpose of annexing that portion of the Potential Additional Property to this Declaration and extending the jurisdiction of the Association to such Additional Property. The Supplemental Declaration may contain additional terms not inconsistent with this Declaration to reflect the different character, if any, of the Additional Property then being annexed or of the housing or development approaches being implemented with respect to such Additional Property. Upon the Recordation of any Supplemental Declaration in the Public Records, the Owners shall also have a right and non-exclusive easement of use and enjoyment in

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and to the Common Area, if any, located on the Additional Property, and the obligation, as a Common Expense, to contribute to the cost of operating, managing, maintaining, repairing, operating, administrating, replacing, insuring and improving: (a) the additional Common Area located within the Additional Property; and (b) any additional Areas of Common Responsibility located within the vicinity of the Additional Property. Any Supplemental Declaration Recorded in the Public Records in accordance with the terms hereof shall be conclusive in favor of all persons who rely on such Supplemental Declaration in good faith. From and after Recordation of any Supplemental Declaration in the Public Records, the Additional Property described therein shall be subject to the provisions of this Declaration and to the jurisdiction of the Association.

Section 2.04. **Withdrawal**. Declarant reserves the right to amend this Declaration unilaterally at any time and for any reason for the purpose of removing any portion of the Property (including, without limitation, Lots and Common Area) without notice and without the consent of any person or entity whatsoever, other than the owner of the portion of the Property to be withdrawn or the District, if consent by the District is required; provided, however, that no such withdrawal may impair vehicular or other access to any Lot as established by the applicable Recorded Plat.

ARTICLE III

THE ASSOCIATION

Section 3.01. **The Association; Directors; Officers; Meetings; Official Records**.

A. Association. The Association is and shall remain a Florida not-for-profit corporation. The Association shall have the power to do all lawful things which may be authorized, assigned, required or permitted to be done by the Association by virtue and authority of the Governing Documents and applicable Law, and to do and perform any and all acts which may be necessary or proper for, or incidental to, the exercise of any of the duties or powers of the Association for the benefit of the Owners and for the operation, maintenance, administration, repair, replacement, insurance and improvement of the Property, the Community, the Common Area and all Areas of Common Responsibility. Neither the Articles, the Bylaws nor any of the other Governing Documents shall be amended or interpreted so as to be or become inconsistent with this Declaration. In the event of any such inconsistency, the provisions of this Declaration shall prevail. The Board, and such Officers as the Board may appoint from time to time, shall conduct the affairs of the Association.

B. Directors.

(i) Number. At all times, the Board shall consist of at least (3) Directors and shall always be an odd number. Prior to Turnover, (a) the Board shall consist of three (3) Directors unless Declarant, by notice to the Association, increases the Board; and (b) the number of Directors may not be increased or decreased without Declarant's prior written consent, which consent may be granted or denied by Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the time of Turnover, unless otherwise required by Florida law. After Turnover, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) Director for as long as Declarant is the Owner of at least ten percent (10%) of the total number of Lots within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon Declarant to exercise such right to appoint such one (1) Director.

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(ii) Appointment; Election. Prior to Turnover, Declarant, as the Class B Member, shall have the sole and absolute right to appoint, remove and recall all of the Directors; provided, however, that if at any time Declarant is not permitted under Florida law to appoint, remove or recall such Directors, then the Class B Member shall have the sole and absolute right to elect, remove and recall all such Directors, which election, removal or recall, to the fullest extent permitted under the Association Act, may be conducted via written consent of the Class B Member, in lieu of a meeting of the Class B Member. Notwithstanding the foregoing, Members other than Declarant are entitled to elect at least one (1) Director when fifty percent (50%) of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members other than Declarant. Any Directors appointed by Declarant or elected by the Class B Member prior to Turnover, or appointed or elected by Declarant pursuant to this Section 3.01.B(ii) need not be Members and need not be residents of the State of Florida. All other Directors shall be Class A Members or designated representatives of the Class B Member, and residents of the State of Florida. After Turnover, no Member or Owner may serve as a Director if: (i) such Member or Owner is more than ninety (90) days delinquent or deficit with regard to payment of any Monetary Obligation owed to the Association, or (ii) such Member or Owner has been convicted of any felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

(iii) Educational Requirements. Within ninety (90) days after being elected or appointed to the Board, each Director shall certify in writing to the Secretary that he or she has read the Governing Documents, the Rules and Regulations, and any other written rules and policies of the Association; that he or she will work to uphold such documents and policies to the best of his or her ability; and that he or she will faithfully discharge his or her fiduciary responsibility to the Members. Within ninety (90) days after being elected or appointed to the Board, in lieu of such written certification, the newly elected or appointed Director may submit a certificate of having satisfactorily completed the educational curriculum administered by a Division-approved education provider within one (1) year before or ninety (90) days after the date of election or appointment. The written certification or educational certificate is valid for the uninterrupted tenure of the Director. A Director who does not timely file the written certification or educational certificate shall be suspended from the Board until he or she complies with the requirement. The Board may temporarily fill the vacancy during the period of suspension. The Association shall retain each Director's written certification or educational certificate for inspection by the Members for five (5) years after the Director's appointment or election. However, the Association's failure to have the written certification or educational certificate on file does not affect the validity of any Board action.

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

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attend such meetings includes the right to speak at such meetings with reference to all designated items. The Association may adopt written reasonable Rules and Regulations expanding the right of Members to speak and governing the frequency, duration and other manner of Member statements, which Rules and Regulations may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, meetings between the Board or a committee and the Association's attorneys to discuss proposed or pending litigation or meetings of the Board held for the purpose of discussing personnel matters are not required to be open to the Members other than Directors.

C. Officers.

(i) General. The officers of the Association (the "Officers") shall be a President, who shall be selected from the Board, a Vice President, a Treasurer and a Secretary. Prior to Turnover, all Officers shall be appointed/elected by the Declarant and may only be removed and replaced by Declarant pursuant to the terms hereof. After Turnover, all Officers shall be elected annually by the Board of Directors and each Officer may be removed by vote of the Directors at any meeting with or without cause. After Turnover, no Member or Owner may serve as an Officer if such Member or Owner is delinquent or deficit more than ninety (90) days with regard to payment of Assessments or any other any Monetary Obligation. Any person may hold two or more offices except that the President shall not also be the Vice President or the Secretary. The Board shall from time to time elect such other Officers and designate their powers and duties as the Board shall find necessary or convenient to manage properly the affairs of the Association. Officers shall serve without compensation or fees; provided, however, nothing herein shall be deemed to prevent reimbursement of out-of-pocket expenses approved by the Board and incurred on behalf of the Association.

(ii) President. The "President" shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of a president of a Florida not-for-profit corporation and a Homeowners' Association. He or she shall serve as chairman of all Board and Members' meetings.

(iii) Vice President. The "Vice President" shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He or she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed from time to time by the Board or the President.

(iv) Secretary. The "Secretary" shall keep the minutes of all proceedings of the Directors and the Members. He or she shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He or she shall keep the official records of the Association, except those of or to be maintained or kept by the Treasurer, and shall perform all other duties incident to the office of a secretary of a Florida not-for-profit corporation, to the office of a secretary of a Homeowners' Association, and as may be required by the Directors or the President. From time to time, the duties of the Secretary may be fulfilled by a manager or management company employed by the Association.

(v) Treasurer. The "Treasurer" shall have custody of all funds, securities and evidences of indebtedness regarding or concerning the Association. He or she shall keep the books of the Association in accordance with good accounting practices, and shall perform all other duties incident to the office of a treasurer of a Florida not-for-profit corporation and a Homeowners' Association. From time to time, the duties of the Treasurer may be fulfilled by a manager or management company employed by the Association.

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(vi) Removal. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. As applicable, the Board shall fill the vacancy according to the provision of this Declaration until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

D. Member Meetings.

(i) Annual Meetings. The annual meeting of the Members of the Association shall be held at such place, at such time and on such date each year as is from time to time designated by the Board. Failure to hold an annual meeting timely shall in no way affect the terms of Officers or Directors or the validity of actions of the Directors, the Officers or the Association.

(ii) Special Meetings. Special meetings of the Members may be called by any one of the following persons or groups:

(1) The President;

(2) A majority of the Board of Directors;

(3) Prior to Turnover, Members representing at least fifty percent (50%) of total voting interests of the Association;

(4) After Turnover, Members representing at least ten percent (10%) of total voting interests of the Association; or

(5) The Declarant, so long as Declarant has the right to elect a Director pursuant to Section 720.307 of the Association Act.

E. Official Records.

(i) Section 720.303(4) of the Association Act defines the "Official Records" of the Association. The Official Records shall be made available to an Owner for inspection within ten (10) business days after receipt by the Board or its designee of a written request. This subsection may be complied with by having a copy of the Official Records available for inspection or copying in the Community or, at the option of the Association, by making the records available to an Owner electronically via the Internet or by allowing the records to be viewed in electronic format on a computer screen and printed upon request. If the Association has a photocopy machine available where the records are maintained, it must provide Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association shall allow a Member or his or her authorized representative to use a portable device, including a smartphone, tablet, portable scanner or any other technology capable of scanning or taking photographs, to make an electronic copy of the Official Records in lieu of the Association's providing the Member or his or her authorized representative with a copy of such records. The Association may not charge a fee to a Member or his or her authorized representative for the use of a portable device. From time to time, the Association may adopt reasonable Rules and Regulations governing the frequency, time, location, notice, official records to be inspected, and

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manner of inspections by the Owners, but may not require an Owner to demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit an Owner's right to inspect records to less than one (1), eight (8)-hour business day per month. From time to time, the Association may impose fees to cover the costs of providing copies of the Official Records, including the costs of copying and the costs required for personnel to retrieve and copy the records if the time spent retrieving and copying the records exceeds one-half hour and if the personnel costs do not exceed $20 per hour. Personnel costs may not be charged for records requests that result in the copying of 25 or fewer pages. The Association may charge up to 25 cents per page for copies made on the Association's photocopier. If the Association does not have a photocopy machine available where the records are kept, or if the records requested to be copied exceed 25 pages in length, the Association may have copies made by an outside duplicating service and may charge the actual cost of copying, as supported by the vendor invoice. The Association shall maintain an adequate number of copies of the recorded Governing Documents, to ensure their availability to Members and prospective Members. Notwithstanding the foregoing, the following official records are not accessible to Members or Owners:

(1) Any record protected by the lawyer-client privilege as described in Section 90.502 of the Florida Statutes and any record protected by the work-product privilege, including, but not limited to, a record prepared by an Association attorney or prepared at the attorney's express direction which reflects a mental impression, conclusion, litigation strategy or legal theory of the attorney or the Association and which was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of such litigation or proceedings until the conclusion of the litigation or proceedings.

(2) Information obtained by an Association in connection with the approval of the lease, sale or other transfer of a Lot or parcel within the Community.

(3) Personnel records of Association or management company employees, including, but not limited to, disciplinary, payroll, health and insurance records. For purposes of this subparagraph, the term "personnel records" does not include written employment agreements with an Association or management company employee or budgetary or financial records that indicate the compensation paid to an Association or management company employee.

(4) Medical records of Owners or Community residents.

(5) Social security numbers, driver license numbers, credit card numbers, electronic mailing addresses, telephone numbers, facsimile numbers, emergency contact information, any addresses for an Owner other than as provided for Association notice requirements, and other personal identifying information of any person, excluding the person's name, Lot or parcel designation, mailing address, and property address of the Lot or parcel. Notwithstanding the restrictions in this subparagraph, the Association may print and distribute to the Owners a directory containing the name, parcel address and telephone number of each Owner. However, an Owner may exclude his or her telephone number from the directory by so requesting in writing to the Association. An Owner may consent in writing to the disclosure of other contact information described in this subparagraph. The Association is not liable for the disclosure of information that

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is protected under this subparagraph if the information is included in an Official Record of the Association and is voluntarily provided by an Owner and not requested by the Association.

(6) Any electronic security measure that is used by the Association to safeguard or protect data, including passwords.

(7) The software and operating system used by the Association which allows the manipulation of data, even if the Owner owns a copy of the same software used by the Association. The data is part of the Official Records of the Association.

(ii) The Association or its authorized agent is not required to provide any prospective purchaser, lienholder, Member, or, with information about the residential subdivision, Community, or the Association other than information or documents required by Chapter 720 of the Florida Statutes to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser, lienholder, Member or Owner, or the current Owner or Member for providing good faith responses to requests for information by or on behalf of a prospective purchaser, lienholder, Member or Owner, other than that required by law, if the fee does not exceed $150 plus the reasonable cost of photocopying and any attorney fees incurred by the Association in connection with the response.

Section 3.02. **Membership**. Each Owner (including Declarant) shall be a Member of the Association. The Association membership of each Owner (other than Declarant) shall be appurtenant to and inseparable from the Lot giving rise to such membership, and any transfer of title to a Lot shall automatically transfer to the new Owner the membership in the Association appurtenant to that Lot, without any further action required whatsoever of the Board, the Association, the old Owner or the new Owner. Notwithstanding the foregoing, prior to Turnover, no Builder shall be considered a Member of the Association for purposes of determining when Turnover occurs.

Section 3.03. **Voting Rights and Turnover of Association**.

A. Voting Rights. The Association shall have two (2) classes of voting membership as follows:

(i) Class "A". "Class 'A' Members" or "Class A Members" shall be all Owners, with the exception of Declarant for so long as Declarant retains Class "B" voting rights. Each Class "A" Member shall have one (1) vote for each Lot owned by that Member.

(ii) Class "B". The sole "Class 'B' Member" or "Class B Member" shall be Declarant, or its specifically designated (in writing) successor(s) or assign(s). The Class "B" Member shall be allocated the number of votes equal to the total number of Class "A" Member votes, plus one (1). Class "B" Membership shall cease and become converted to Class "A" membership upon Turnover.

B. Termination of Class "B" Membership. The Class "B" membership, in its entirety, shall terminate and become converted to Class "A" membership upon the earlier of the following events:

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(i) When Declarant, in its sole and absolute discretion, elects to convert the last of its Class "B" membership interests, to Class "A" membership interests; or

(ii) At the Turnover Meeting.

C. Turnover of Association. Any other provision of this Article III to the contrary notwithstanding, Members Other Than Declarant (as that term is defined below), shall be entitled to elect at least a majority of the members of the Board of Directors not later than Turnover, which shall be: (i) three (3) months after ninety percent (90%) of the Lots in all phases of the Community that will or may ultimately be operated by the Association have been conveyed to Class "A" Members, other than Builders or Approved Builders, which Turnover shall occur at the Turnover Meeting; (ii) upon Declarant abandoning or deserting its responsibility to maintain and complete the amenities or infrastructure as disclosed in the Governing Documents, with there being a rebuttable presumption that Declarant has abandoned and deserted the Property if Declarant has unpaid Assessments or guaranteed amounts under Section 720.308 of the Association Act for a period of more than 2 years; (iii) upon Declarant filing a petition seeking protection under Chapter 7 of the U.S. Federal Bankruptcy Code; (iv) upon Declarant losing title to the Property through a foreclosure action or the transfer of a deed in lieu of foreclosure, unless the successor owner has accepted an assignment of Declarant's rights and responsibilities hereunder first arising after the date of such assignment; or (v) upon a receiver for the Declarant being appointed by a circuit court and not being discharged within 30 day after such appointment, unless the court determines within 30 days after such appointment that transfer of control would be detrimental to the Association or the Members. For purposes of this Declaration, the term "Member(s) Other Than Declarant" shall include Builders, contractors or other parties who purchases or holds the title to a Lot for the purpose of constructing a Dwelling thereon for resale.

D. Turnover of Documents. No later than the Turnover Meeting, Declarant, at Declarant's expense, shall deliver to the Board the documents that Declarant is required to deliver pursuant Subsection 720.307(4) of the Association Act.

E. Turnover of Board. Prior to the Turnover Meeting, (i) the Board shall consist of three (3) Directors; and (ii) the number of Directors may not be increased or decreased without the Declarant's prior written consent, which consent may be granted or denied by the Declarant in its sole and absolute discretion. The term of office of the initial Directors appointed herein by Declarant shall expire at the Turnover Meeting, unless otherwise required by Florida law. As of and after the Turnover Meeting, Directors shall be elected to the Board by a vote of the Members. Notwithstanding anything in the foregoing to the contrary, the Declarant shall, without regard to the number of votes allocated to Declarant, be entitled to appoint one (1) member of the Board for as long as the Declarant is the Owner of at least ten percent (10%) of the total number of the combined Lots within the Property. Nothing contained in the foregoing, however, is intended, nor shall be deemed, to create any obligation upon the Declarant to exercise such right to elect such one (1) Director. Prior to the Turnover Meeting, Directors appointed or elected by Declarant may only be removed and replaced by Declarant, the Class "B" Member, pursuant to this Declaration, the Articles, and the Bylaws. Notwithstanding the foregoing, Members other than the Declarant are entitled to elect at least one (1) member of the Board if fifty percent (50%) of the Lots in all phases of the Community which will ultimately be operated by the Association have been conveyed to Members other than the Declarant. Any Directors appointed by the Declarant prior to the Turnover Meeting, or appointed or elected by the Declarant pursuant to this subsection, need not be Members of the Association and need not be residents of the State of Florida. All other Directors shall be Class A Members of the Association or designated representatives of the Class B Members of the Association, and residents of the State of Florida. No Member or Owner (other than Declarant or any Director appointed or elected by Declarant pursuant to the terms hereof) may serve as a Director if: (i) such Member or Owner is more than

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ninety (90) days delinquent or deficit with regard to payment of any monetary obligation owed to the Association, or (ii) such Member or Owner has been convicted of a felony in the State of Florida or in a United States District or Territorial Court, or has been convicted of any offense in another jurisdiction would be considered a felony in the State of Florida, unless such individual's civil rights have been restored for at least five (5) years as of the date such individual seeks election to the Board. Any Director charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from the Board. The Board shall fill the vacancy according to the applicable provision of this Declaration until the end of the period of the suspension or the end of the Director's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Director shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as a Director.

F. Officers. Any Officer charged by information or indictment with a felony theft or embezzlement offense involving the Association's funds or property shall immediately be deemed removed from office. The Board shall fill the vacancy according to the applicable provision of the Governing Documents until the end of the period of the suspension or the end of the Officer's term of office, whichever occurs first. However, if the charges are resolved without a finding of guilt or without acceptance of a plea of guilty or nolo contendere, the Officer shall be reinstated for any remainder of his or her term of office. A Member who has such criminal charges pending may not be appointed or elected to a position as an Officer.

Section 3.04. Multiple Owners. When any Lot entitling an Owner to membership in the Association is owned of record in the name of more than one person, party or entity, whether such persons or entities own said Lot as fiduciaries, joint tenants, tenants in common, tenants in partnership, partners or in any other manner of joint or common ownership, or if two or more persons or entities aforesaid or otherwise shall have the same fiduciary relationship or rights respecting the same Lot, then unless the instrument, document or order appointing them or creating the subject tenancy or relationship otherwise directs and it or a copy thereof is filed with the Secretary of the Association or has been recorded in the Public Records, such Owner shall: (i) select one official representative to represent such Lot ("Representative"), which Representative shall be the only person, party or entity with the right to exercise any rights of membership in the Association with respect to such Lot, including, but not limited to, voting with respect to such Lot; and (ii) shall notify the Secretary of the Association in writing of the Representative's name and of any change in same as it occurs. The vote of each Representative shall be considered to represent the will of all the Owners of the subject Lot. In the circumstance of such common or joint ownership or rights, if the Owners fail to properly designate a Representative, then the Association may accept the person, party or entity asserting the right to vote on behalf of the subject Lot as the voting Owner, until notified to the contrary by the other person(s), party(ies), or entity(ies) that also make up the Owner. Upon such notification no Owner of said Lot may vote until the Owner appoints its Representative pursuant to this paragraph.

ARTICLE IV

PROPERTY RIGHTS

Section 4.01. Easements. The Association and each Owner (including Declarant and each Approved Builder) shall have a non-exclusive right and easement of use and enjoyment in and to the Common Area and CDD Facilities. Said right and easement shall be appurtenant to and pass with the title to each Lot, and shall include, without limitation, the following:

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A. Right-of-way for ingress and egress by vehicles and on foot through and across any Streets or walks in the Common Area and CDD Facilities for all lawful purposes; and

B. Rights to connect to, maintain and make use of utility lines, wires, pipes, conduits, cable television lines, telephone lines and equipment, sewers and drainage lines, which may from time to time be in or within the vicinity of the Common Area or CDD Facilities, but only in accordance with all Laws and the requirements of the applicable Governmental Authorities or entities which regulate said utilities; and

C. Rights and easements to use and enjoy the Common Area and CDD Facilities for any purpose not inconsistent with this Declaration, the Articles, the Bylaws, any Recorded Plats, the Rules and Regulations, and applicable Laws.

Section 4.02. Title to Common Area. In accordance with the requirements set forth in Section 3.03.D hereof, Declarant shall convey to the Association, the Lawson Dunes CDD, or, if required by the Local Government incidental to the establishment of an MSTU/MSBU as described in Article IV, Section 4.08 hereof, dedicate to the Local Government for the uses and purposes set forth in this Declaration or in any Recorded Plats, fee-simple title in and to the Common Area, free and clear of all encumbrances except current real estate taxes and assessments not yet due and payable, any Recorded Plats, this Declaration and any easements or matters Recorded in the Public Records prior to such conveyances to the Association. Once conveyed to the Association, the Common Area may not be mortgaged, liened or further conveyed without the consent of at least two-thirds (2/3) of the Members (excluding Declarant).

Section 4.03. Limited Common Area. Certain portions of the Community may be designated by Declarant in its sole and absolute discretion as Limited Common Area and reserved for the exclusive use or primary benefit of the Owners, occupants and invitees of certain Lots. By way of illustration and not limitation, Limited Common Areas may include entry features, recreational facilities, landscaped medians and cul-de-sacs, and lakes. Except as otherwise provided herein, all costs associated with the maintenance, repair, replacement, and insurance of Limited Common Areas shall be Limited Common Expenses to be assessed against and paid by the Owners of those Lots to which the Limited Common Area is assigned.

As of the Effective Date, there shall be no initial Limited Common Areas.

Declarant reserves the right, in its sole discretion, to designate any initial or additional Limited Common Areas and assign the exclusive use thereof in Supplemental Declaration(s), the deed conveying the Limited Common Area to the Association, or on the Plat relating to such Limited Common Area; provided, any such assignment shall not preclude the Declarant from later assigning use of the same Limited Common Area to additional Lots, so long as the Turnover Meeting has not occurred. Any matter arising under this Declaration and pertaining to the Limited Common Area and requiring a vote of Members, shall be decided by a vote of only those Members that have been identified by Declarant as being authorized and entitled to utilize and realize the benefits of the Limited Common Area. The Association may adopt Rules and Regulations which govern, among other things, the use of the Limited Common Area. Prior to the Turnover Meeting, the Declarant, shall have the right in its sole discretion to convey additional real estate, improved or unimproved and/or personal property as additional Limited Common Area which conveyance or dedication to the Association shall be accepted by the Association and thereafter shall (except as may otherwise be set forth herein) be maintained by the Association as Limited Common Expenses.

Section 4.04. Extent of Easements. The rights and easements created in this Article IV shall be governed by the following:

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A. Subject to any rights of Declarant and the Owners set forth in this Declaration, except as to any part of the Property that is conveyed to the Lawson Dunes CDD or required to be conveyed to Local Government, the Association shall be responsible for the exclusive operation, management, administration, control, maintenance, repairing, replacing and insuring of the Common Area;

B. Declarant, until conveyance of fee-simple title to the Association or the Lawson Dunes CDD, and the Association thereafter (as related to Common Area), may reserve unto itself or grant or dedicate (subject to the terms of Article XIII hereof) to Declarant, any Owner, any Governmental Authority and/or to any utility companies, easements and rights-of-way, over, under, in or through the Common Area or CDD Facilities, for installation, use, maintenance, repair, replacement and inspection of utility lines and appurtenances for public or private utilities, surface water drainage improvements and areas, or for completion of the development of the Property. No improvements or materials may be placed upon any such easements which may damage or interfere with the installation, maintenance, repairing or replacement of such utilities or the easement area or that may alter or impede the direction or flow of drainage, or that may interfere with completion of development of the Property;

C. Declarant's rights reserved in this Declaration;

D. Matters shown in the Public Records or on any Recorded Plats; and

E. Applicable Laws.

Section 4.05. Additional Easements over Common Area and CDD Facilities.

A. Declarant hereby creates, reserves and declares to exist, the following licenses, rights, privileges and easements over, under, in and through the Common Area and CDD Facilities, subject at all times to the terms and conditions of the Permit and subject to receiving prior written approval of the District as to any activities that may affect or may occur on or within the Stormwater Management System and the Conservation Easement Area, including, but not limited to, any upland buffers: (i) rights-of-way and easements to install, maintain and use electric, lighting, telecommunications, cable television, telephone, gas, water, sewer, drainage and utility poles, wires, cables, conduits, fixtures, pipes, meters, equipment, facilities, ponds, swales, berms or ditches, and such other equipment and improvements necessary, convenient or desirable for the completion, marketing, use and enjoyment of the Property; (ii) the right to cut trees, bushes or shrubbery, make any gradings of the soil, and take any similar action reasonably necessary to provide economical and safe utility and drainage installation or to maintain reasonable standards of health, convenience, safety and appearance; (iii) the right to locate thereon wells, pumping stations, lift stations and irrigation systems and lines; (iv) easements of ingress, egress and access for purposes of development, construction and marketing of the Property; and (v) such other rights as may be reasonably necessary, convenient or desirable to complete in an orderly and economic manner the development and sale of the Property including, without limitation, the maintenance of temporary signage and trailers used by Declarant and Builders in such development and sales efforts; provided, however, that said reservation and right shall not be considered an obligation of Declarant to provide or maintain any such easements, utilities, equipment, improvements or services. Declarant also reserves the right to connect with and make use of the utility lines and drainage improvements which may from time to time be in or along the Streets or within the Common Area or CDD Facilities, or any easements as shown on any Recorded Plats or as otherwise properly established. The easements and rights-of-way herein reserved: (i) shall continue in existence in favor of Declarant after conveyance of the Common Area to the Association, to the Lawson Dunes CDD, or dedication to the Local Government or appropriate Governmental Authority until such time as Declarant has sold all Lots in the Property; and (ii) shall continue in favor of Declarant until such time as any lands separately developed by Declarant and located adjacent to the Property have been conveyed to unrelated third-parties; provided, however, that such unrelated third-party is not a Builder,

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contractor or other party who purchases or hold the title to property for the purpose of constructing a Dwelling thereon for resale.

B. Declarant also reserves a perpetual right and easement, at its sole election and from time to time, to irrigate the Common Area with treated effluent from a wastewater treatment facility, if any. The benefit of this reservation shall inure to Declarant and its specifically designated successors and/or assigns, but not in favor of any other Owner, and shall remain in effect whether or not Declarant owns any Lots in or lands adjacent to the Property.

C. In addition to the rights reserved elsewhere herein, Declarant also reserves an easement for each Approved Builder (subject to the terms and conditions of this Declaration with respect to Approved Builders), and their nominees, over, upon, across and under the Property as may be required in connection with the development of the Community, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Dwellings, or any portion of the Community. Without limiting the foregoing, Declarant specifically reserves for each Approved Builder, and its subcontractors, suppliers and consultants, the right to use all paved roads and rights-of-way within the Property for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas and CDD Facilities. Approved Builders shall have no liability or obligation to repave, restore or repair any portion of the Common Areas or CDD Facilities as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas or CDD Facilities, shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Expenses or as part of the District Maintenance Special Assessments. Without limiting the foregoing, at no time shall any Approved Builders be obligated to pay any amount to the Association on account of any Approved Builders use of the Common Areas or CDD Facilities. The Approved Builders intend to use the Common Areas and CDD Facilities for sales of Lot and Homes. The Approved Builders have the right to use all portions of the Common Areas and CDD Facilities in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas and CDD Facilities for every other type of promotional or sales activity that may be employed in the marketing of residential homes. At no time shall any Approved Builder incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. The easements created by this Section 4.09, and the rights reserved herein in favor of each Approved Builder shall be construed as broadly as possible and supplement the rights of Approved Builders as set forth in this Declaration.

Section 4.06. Delegation. Any Owner (including Declarant) may grant the benefit of any easement, right or privilege to tenants and guests for the duration of their tenancies or visits, but the same shall not be construed to create any rights in the general public or any other party.

Section 4.07. Reservation for Corrections. The conveyance of the Common Area to the Association or other entity(ies) shall be subject to the right of Declarant from time to time to correct errors in the legal description or other errors contained in the instrument of conveyance to any Owner, which right is reserved to Declarant. In the event that any such error is discovered after the conveyance of the subject Common Area, then the Association shall upon request of Declarant or any Owner so affected execute a quitclaim deed to the Lot held by said Owner, which quitclaim deed shall contain a correct legal description. If required to vest marketable title (without regard to the fact that the Common Area is held by a homeowners association) in the Association, said Owner will execute a quitclaim deed to any portion of the Common Area which may have been erroneously included within the legal description in the instrument of conveyance of such Owner's Lot. In addition to any other remedy available to the parties or any Owner, the provisions of this Section 4.07 shall be enforceable by specific performance or other equitable remedy.

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Section 4.08. MSTU/MSBU. Declarant or the Local Government may establish a municipal service taxing unit, municipal service benefit unit, or similar mechanism (referred to in this Declaration as "MSTU/MSBU"), which MSTUs/MSBUs will have responsibilities established in their enabling resolutions. By way of example, and not limitation, an MSTU/MSBU may established to provide for any one or more of the following: (a) operation, management, administration, maintenance, repair and replacement by the Local Government of any of the Common Area, and any recreational, drainage or other improvements whatsoever at any time located thereon, for the uses and purposes set forth in this Declaration or in any applicable Recorded Plat, which may or may not include a requirement that ownership of the affected lands and improvements be transferred to the Local Government; (b) construction, maintenance, repair, replacement or improvement of recreation, drainage, sidewalk, wall, landscaping, open space, conservation or other areas, improvements or facilities, in, on, under or within the Common Area or any easement areas for the use and benefit of the Property and the occupants thereof; and (c) construction, operation, maintenance, repair and replacement of Street lighting or any other service or benefit to or for the Property authorized under the terms of this Declaration, the MSTU/MSBU, or by the applicable Governmental Authority. Notwithstanding the foregoing, the Association may elect, from time to time, to aesthetically maintain any property otherwise maintained or to be maintained by the MSTU/MSBU and if Association does so, no Owner or Member, as a result thereof, shall thereby receive or be entitled to a discount for any ad valorem taxes or Assessments assessed by or in connection with the MSTU/MSBU. If established, each Owner and Member acknowledges and agrees that the costs incurred by the MSTU/MSBU may be billed directly to the Owners or to the Association for subsequent Assessment to the Owners and Lots.

Section 4.09. Conservation Easement Area(s). Pursuant to and as and to the extent required by the Permit, the District or any Governmental Authority, from time to time, Declarant or the Lawson Dunes CDD will record in the Public Records one or more conservation easements (collectively, "Conservation Easement"), in favor of the District or any applicable Governmental Authority over, across and upon certain portions of the Property. The precise metes and bounds legal description of the portions of the Property encumbered by a Conservation Easement shall be as specifically set forth in the subject Conservation Easement (all such portions of the Property that are or become encumbered by a Conservation Easement shall hereinafter be referred to as "Conservation Areas"). Upon establishment of any Conservation Easement, the Conservation Areas shall be subjected to the restrictions set forth in the subject Conservation Easement. Unless otherwise conveyed to the Lawson Dunes CDD in accordance with the Permit, the Conservation Areas, or the Association's interest therein, shall be Common Area and the Conservation Areas shall be the perpetual responsibility of the Association, and may in no way be altered from their natural state, except as specifically provided in the subject Conservation Easement. Furthermore, the use and development of the Conservation Areas shall be restricted as set forth in the subject Conservation Easement.

ARTICLE V

INSURANCE

Section 5.01. Basic Insurance. The Board may obtain fidelity bond coverage insuring the Association in its discretion. In addition, the Board may obtain insurance for insurable improvements on (a) the Common Area, on (b) any Area of Common Responsibility, or on (c) any easement area benefiting the Owners or the Association; public liability policies covering the Common Area, the Association and Members for damage or injury caused by the negligence of the Association or any of its Members, guests or agents, which public liability shall have at least One Million Dollar ($1,000,000.00) combined single limits for bodily injury, personal injury and property damage from a single occurrence, and, if reasonably available, a Five Million Dollar ($5,000,000.00) umbrella liability policy; directors' and officers' liability insurance; and, any other types of insurance coverage as the Board may deem appropriate, necessary or

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desirable from time to time, with such insureds, deductibles, provisions and coverage types and amounts as shall be determined by the Board. Such insurance shall include "special form" casualty insurance for all improvements on the Common Area, if such insurance is reasonably available. If "special form" coverage is not reasonably available, then at a minimum an insurance policy providing fire and extended coverage shall be obtained. Said insurance shall be in an amount sufficient to cover one hundred percent (100%) of the replacement cost of any repair or reconstruction in the event of damage or destruction from any insured hazard.

Section 5.02. Additional Insurance. In addition to any other insurance required by Article V, the Board may obtain, as a Common Expense: (A) worker's compensation insurance, if and to the extent required by law; (B) directors' and officers' liability coverage, if reasonably available; (C) flood insurance, if required; and (D) insurance or a fidelity bond for all persons who control or disburse funds of the Association. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time, as determined by the Board's best business judgment, with such amounts, regardless, never being less than three (3) months' Assessments, plus all reserves on hand. If available, any such insurance policy or fidelity bonds shall contain a waiver of all defenses based upon the exclusion of persons serving without compensation and shall require at least thirty (30) days' prior written notice to the Association of any cancellation, substantial modification or non-renewal. If annually approved by a majority of the voting interests present at a properly called meeting of the Association, the Association may waive the requirement of obtaining an insurance policy or fidelity bond for all persons who control or disburse funds of the Association.

Section 5.03. Individual Insurance. By virtue of taking title to a Lot, each Owner (other than Declarant or Builder) covenants and agrees with all other Owners, and with the Association, that each Owner shall carry, at a minimum full replacement cost dwelling protection with building structure replacement cost method extended limits. Each Owner further covenants and agrees that in the event of a partial loss or damage resulting in less than total destruction of structures comprising its Lot, the Owner shall proceed promptly to repair or to reconstruct the damaged structure in a manner consistent with the original construction or such other plans and specifications as are approved in accordance with this Declaration. Said Owner shall pay any costs of repair or reconstruction which is not covered by insurance proceeds. In the event that the structure is totally destroyed, said Owner may decide not to rebuild or to reconstruct, in which case the Owner shall clear the Lot of all debris and return it to substantially the natural state in which it existed prior to the beginning of construction and thereafter the Owner shall continue to maintain the Lot in a neat and attractive condition consistent with the terms hereof, any Rules and Regulations and all applicable Law. Assessments shall still apply to and be levied against any Lot cleared and thereafter maintained pursuant to the provisions of this section. Any such cleared Lot shall still, at all times, continue to be responsible for payment of full Assessments, regardless of the fact that the Lot and Owner may not benefit from maintenance and other services otherwise provided by the Association to occupied or improved Lots.

Section 5.04. Insurance Premiums. Premiums for all insurance obtained by the Association pursuant to this Article V shall be a Common Expense.

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ARTICLE VI

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 6.01. Lien and Personal Obligation Nonpayment.

A. Declarant, for each Lot owned by it on the Property, and each Owner other than Declarant, by acceptance of fee-simple title to any Lot, whether or not it shall be so expressed in any deed or other conveyance of title to such Lot, covenants and agrees to pay to the Association the Assessments, which Assessments shall be fixed, established, assessed and enforced as herein provided and as permitted by the Association Act. Assessments shall be a charge and a continuing lien upon the Lot against which such Assessment is made, and upon any Dwelling located on said Lot, from and after the date on which such Assessment is due. Each Assessment shall also be the personal obligation of each person or entity who was an Owner of the Lot at the time the Assessment fell due. Declarant and Builders will never be obligated to pay any Start-Up Assessment.

B. If any Assessment or installment thereon is not paid when due, then such Assessment shall be delinquent and the delinquent Assessment shall be secured by a continuing lien on the Lot as to which the Assessment accrued, and upon any Dwelling located thereon. The Association may Record a lien against any Lot to secure payment of Assessments that remain unpaid for a period of thirty (30) days or longer after becoming due (the "Assessment Lien"). Any Assessment Lien shall be prior to all other liens created except (i) ad valorem real estate taxes and assessments levied by any Governmental Authority, (ii) the lien of any Mortgage (expressly subject to the Mortgagee's compliance with Section 720.3085(2) of the Association Act and said Mortgagee's payment of all unpaid Assessments resulting from said Mortgagee's compliance with, or failure to comply with, said statute), and (iii) other liens which by Law would be superior. To the fullest extent permitted by Law, any Assessment Lien shall be prior to and superior in dignity to the Owner's homestead status. Any Assessment Lien shall bind the Lot and any Dwelling located thereon in the hands of the then Owner and of each subsequent Owner. The personal obligation of the Owner to pay such delinquent Assessment shall remain that Owner's personal obligation for the statutory limitations period and personal liability shall not pass to successors in title of the Lot unless expressly assumed by them.

C. If the delinquent Assessment or installment thereon is not paid within thirty (30) days after the due date, the same shall bear interest from the date due at the highest lawful rate in Florida, or at such lesser rate as may be determined by the Board and uniformly applied, and the Association may bring an action for collection against the Owner personally obligated to pay the same and to foreclose the lien against the Lot and any Dwelling located thereon by judicial foreclosure in the same manner as foreclosure of a mortgage, and there shall be added to the amount of such delinquent Assessment the aforesaid interest, late charges, collection costs, expenses and attorneys' and paralegals' fees, and all of the foregoing shall be recoverable whether or not suit be brought. The Owner shall also be required to pay to the Association any Assessments against the Lot which become due during any period of foreclosure by the Association. The Association, acting on behalf of the Owners, shall have the right and power to bid for any Lot at any foreclosure sale and to acquire the same via foreclosure or a deed in lieu thereof and thereafter hold, lease, mortgage and convey the same. During the period in which a Lot is owned by the Association following foreclosure or a deed in lieu thereof: (i) no right to vote shall be exercised on said Lot; (ii) no Assessment shall be assessed or levied on said Lot; and (iii) each other Lot shall be charged, in addition to its Assessments, its pro rata share of the Assessment that would have been charged the subject Lot had it not been acquired by the Association as a result of foreclosure or a deed in lieu thereof. Suit to recover a money judgment against an Owner or Lot for unpaid Common Expenses, Assessments, and all costs, expenses and fees incurred by the Association in connection with such action, including, but not limited to, interest as provided herein, along with reasonable attorneys' and other legal fees to be fixed by the court,

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together with all other costs, expenses and fees of the action, shall be maintainable by the Association without foreclosing or waiving the lien securing the same.

D. In addition to any other rights and remedies of the Association hereunder or under Florida law in connection with an Owner's or Member's failure to timely pay Assessments or any installments thereof, the Association may also charge an administrative late fee ("Late Fee") not to exceed the greater of Twenty-Five and no/100 Dollars ($25.00) or five percent (5%) percent of the amount of each installment that is paid past the due date. If in the future, Section 720.3085(3)(a) of the Association Act is amended to permit the Association to charge a higher Late Fee, then the immediately preceding sentence shall be deemed automatically amended to permit the Association to charge such higher Late Fee.

E. The following property shall be exempt from the Assessments, charges and liens created herein: (1) Common Area; (2) lands owned by Declarant which have not been annexed to the Property by this Declaration or any Supplemental Declaration; (3) lands conveyed or dedicated to the Local Government or other Governmental Authority, any public or quasi-public utility company or the public; and (4) to the fullest extent permitted by the Association Act, Lots owned by Declarant during the period of time that Declarant subsidizes the Common Expenses of the Association pursuant to Section 6.08 hereof. No other land or improvements in the Property shall be exempt from the Assessments, charges or liens stated above. No Owner may avoid Assessment obligations by virtue of non-use or abandonment of the Common Area or any Area of Common Responsibility, as applicable.

F. If any Lot is occupied by a Tenant and the Owner of the Lot is delinquent in paying any Monetary Obligations, the Association may demand in writing that the Tenant pay to the Association the subsequent rental payments related to the Lot ("Tenant Demand"). Any Tenant Demand is continuing in nature, and upon such Tenant Demand, the Tenant of the subject Lot (the "Notified Tenant") must continue to pay the subsequent rental payments until all the Monetary Obligations of the Lot Owner related to the Lot have been paid in full to the Association and the Association releases the Tenant or until the Tenant discontinues tenancy in the Lot. A Notified Tenant is immune from any claim by the Lot Owner related to the rent timely paid to the Association after the Association has made a Tenant Demand.

If the Notified Tenant paid rent to the Owner of the Lot for a given rental period before receiving the Tenant Demand and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the Tenant Demand, such Notified Tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the Monetary Obligations of the Lot Owner until the Association releases the Tenant or the Tenant discontinues tenancy in the Lot. The Association shall, upon request, provide the Tenant with written receipts for payments made. The Association shall mail written notice to the Lot Owner of the Association's demand that the Tenant pay Monetary Obligations to the Association.

The liability of the Notified Tenant may not exceed the amount due from the Notified Tenant to the Lot Owner. The Notified Tenant shall be given a credit against rents due to the Lot Owner in the amount of Assessments paid to the Association.

After serving a Tenant Demand, if the Notified Tenant fails to pay any Monetary Obligation, the Association may issue notices under Section 83.56 of the Florida Statutes, and may sue for eviction under Sections 83.59-83.625 of the Florida Statutes, as if the Association were a landlord under Part II of Chapter 83 of the Florida Statutes. However, the Association is not otherwise considered a landlord under Chapter 83 of the Florida Statutes and specifically has no duties under Section 83.51 of the Florida Statutes.

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A Tenant does not, by virtue of payment of Monetary Obligations, have any of the rights of the Owner of the Lot to vote in any election or to examine the books and records of the Association.

Section 6.02. Purpose; Powers. The Assessments levied by the Association shall be used to promote the recreation, health, safety and welfare of the Owners, to perform the Association's duties and obligations hereunder and under the Association Act, to exercise the powers conferred on the Association hereunder and under the Association Act, to manage, improve, operate, administrate, insure, maintain, repair and replace the Common Area and the Areas of Common Responsibility (as may be determined by the Board), and to pursue any other purpose deemed desirable, necessary, convenient or appropriate by the Board, including, without limitation, any one or more of the following, or as otherwise stated herein or as permitted by the Association Act: (a) payment of Common Expenses; (b) lighting, irrigation, maintenance, improvement and beautification of the Streets and all easement areas benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established; (c) acquisition, maintenance, repair and replacement of community identification signs and traffic control devices, and control and regulation of traffic in the Property; (d) payment, contest or compromise of real and personal property taxes and assessments separately levied upon or assessed against the Association or the Common Area; (e) operation, management, insurance, replacement, maintenance, repair, beautification and improvement of the Common Area, Areas of Common Responsibility (as may be determined by the Board), and all easement areas benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established; (f) repayment of any deficits previously incurred by the Association; (g) funding of reserves for future Common Expenses; (h) procurement and maintenance of all insurance; (i) employment of accountants, attorneys and other professionals, administration and experts to represent or advise the Association; (j) operation, maintenance and replacement of the Stormwater Management System for the Property in accordance with the terms of this Declaration and the requirements of the District including, but not limited to, work within retention areas, drainage structures and drainage easements; (k) monitoring and maintenance of protected wetlands and associated reporting as may be required by the District; and (l) doing anything necessary, desirable\ or convenient in the judgment of the Board to keep the Property neat and attractive, to preserve or enhance the value thereof, to eliminate fire, health or safety hazards, or otherwise to benefit the Owners. At all times, the Association, acting by and through the Board, shall, in addition to those general and specific powers elsewhere referenced in the Governing Documents or imposed upon it by law, have the following specific powers:

A. Except as may be limited by the terms of the Governing Documents, to acquire, own, hold, control, administer, manage, operate, regulate, care for, maintain, repair, replace, restore, preserve, protect, insure, buy, sell, lease, transfer, convey, encumber or otherwise deal in or with real or personal property (or any interest therein, including easements) (i) which is, or upon its acquisition by the Association shall thereupon become, Common Area as defined in this Declaration, including the power to enter into any leases or other arrangements with appropriate governmental agencies necessary for the use of sovereignty lands associated with any of the Common Area, or (ii) the responsibility for which is delegated to the Association pursuant to the terms and provisions of this Declaration, and further including the power to direct, conduct, maintain or support activities within or upon the Property in order to limit or control access to said Common Area.

B. To establish, make, levy, impose, enforce and collect all Assessments and impose, foreclose and otherwise enforce all liens for Assessments for which provision is made in this Declaration in accordance with the terms and provisions of the Governing Documents.

C. To establish, make, levy, impose, enforce and collect fines and temporarily suspend rights of use of Common Area against any Owner and Lot for any violation of the covenants,

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conditions and restrictions set forth in the Governing Documents or in the Rules and Regulations, all in accordance with the terms hereof and of the Association Act.

D. To create, establish, maintain and administer such capital expenditure reserves and other reserve funds or accounts as shall, in the discretion of the Board, be reasonably necessary to provide and assure the availability of funds necessary for the care, maintenance, repair, replacement, restoration, preservation and protection of all Common Area, including all easements and facilities, and for such other purposes as the Board, in its reasonable discretion, shall deem necessary or appropriate.

E. To sue and be sued and to defend any suits brought against it.

F. Subject to any limitations set forth in the Governing Documents or imposed by the Association Act, to borrow such money as may reasonably be required to discharge and perform the duties, responsibilities and obligations imposed upon the Association pursuant to the Governing Documents or the Association Act.

G. To employ such persons or to contract with such independent contractors or managing agents as shall be reasonably required in order for the Association to carry out, perform and discharge all or any part of its duties, obligations and responsibilities pursuant to the Governing Documents and the Association Act; provided, however, that any such employment contract or contract with any independent contractor or managing agent for a term of more than one (1) year shall, by its express terms, be terminable: (i) for cause at any time upon not more than thirty (30) days written notice by the Association; and (ii) without cause at any time after one (1) year upon not more than sixty (60) days written notice by either party; and, provided further, that any such contract shall otherwise be subject to the provisions of this Section 6.02.

H. To provide equipment, facilities and personnel or to contract with an independent contractor or independent contractors, for such public or quasi-public services as may be deemed by the Association to be reasonably necessary or desirable for the common health, safety and general welfare of the residents, including, without limitation, internal security and protection services, garbage and trash pickup and disposal services, cable television/Internet services and street lighting services.

I. To take such steps as may be necessary to enforce the provisions of the Governing Documents and the Rules and Regulations, including, without limitation, the employment of counsel and the institution and prosecution of litigation to enforce said provisions including, without limitation, such litigation as may be necessary to collect Assessments and foreclose liens for which provisions are made in the Governing Documents.

J. To encourage, cause, facilitate, assist and cooperate in the formation, establishment and operation of a Community Development District and/or MSBUs/MSTUs.

K. To establish, undertake and promote, from time to time, social activities or programs; educational programs; cultural, artistic and environmental programs; charter clubs and other similar services, activities or programs designed, intended or implemented to further a sense of community among Owners and residents thereof. Nothing in this subsection shall ever be construed as a representation or promise by Declarant or the Association as to which, if any, of the foregoing may be established, undertaken, promoted, or (as applicable) continued by the Association from time to time.

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Section 6.03. Determination of Annual Assessments.

A. Budgets and Reserve Fund Contribution. The Board shall annually prepare a budget that sets out the Association's annual operating expenses ("Budget"), which Budget must: (i) reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year; (ii) set out separately all fees or charges paid for by the Association for recreational amenities, whether owned by the Association, the Declarant or another person or entity; (iii) if established, include reserve accounts for capital expenditures and deferred maintenance for which the Association is responsible, including, but not limited to, the Common Area; and (iv) comply with Section 720.303(6)(a) and (b) of the Association Act, taking into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost to be incurred by the Association. The Board shall set the required reserve fund, if any, in an amount sufficient to permit meeting the projected capital needs of the Association, as shown on the Budget, with respect both to amount and timing of Annual Assessments over the period of the Budget. The reserve funds required, if any, shall be fixed by the Board and included within and distributed with the Budget and any applicable notice of Annual Assessment. Any reserve funds established by the Board shall be held in an interest-bearing account or investments. The first Budget promulgated or adopted by the Declarant on behalf of the Association that establishes reserve accounts must designate therein the components for which reserve accounts and funds may be used.

B. Adoption of Operating Budget. The Association shall mail to each Member a copy of the Budget and projected Annual Assessments approved by the Board to be levied for the next Fiscal Year at least thirty (30) days prior to the end of the Association's current Fiscal Year. The Budget and Annual Assessments set forth therein shall become effective unless disapproved at a special meeting of the Members held not later than sixty (60) days after the proposed Budget and Annual Assessments are mailed to the Members. To be effective, the disapproval of the proposed Budget and Annual Assessments must be by a vote of two-thirds (2/3) of the membership of the Association, without regard to membership class. If the membership so disapproves the Budget for the succeeding year, or if the Board fails to propose a Budget or the Annual Assessments, then the Budget and Annual Assessments for the preceding year shall continue in effect until a new Budget with Annual Assessments is determined or adopted.

C. Allocation of Annual Assessments Among Lots. Except as otherwise provided herein, the Budget and Annual Assessments of the Association shall be assessed against all Owners and Lots within the Property in an equal amount per Lot. The Annual Assessments shall initially be set by the Board and shall be subject to reasonable and appropriate adjustment as determined by the Board. At the discretion of the Board, the Annual Assessments for any year may be paid by Owners in monthly installments, due and payable on the first (1st) day of each month; in bi-annual installments, due and payable by the first (1st) day of January and July of each year; or in quarterly installments, due and payable by the first (1st) day of January, the first (1st) day of April, the first (1st) day of July and the first (1st) day of October of each year. In the event of such deferred payments, the Board may, but shall not be required to, charge a uniform, lawful rate of interest on the unpaid balance. The Board may accelerate the balance of any Annual Assessment upon default in the payment of any installment thereon or any other Assessment due hereunder. Absent any such determination by the Board permitting payment in monthly, bi-annual, or quarterly installments, the Annual Assessment for any year shall be due and payable by January 1 of such year. Any Annual Assessment not paid by January 15, if payable in one lump sum, not paid by the fifteenth (15th) day of January and July, if allowed to be paid bi-annually, or paid by the fifteenth (15th) day of January, April, July and October, if allowed to be paid quarterly, or on the fifth (5th) day of any month, if allowed to be paid monthly, shall be considered delinquent.

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Section 6.04. Special Assessments.

A. Special Assessments. In addition to Annual Assessments, the Board may levy a special assessment for the purpose of defraying the cost of any construction, maintenance, repair, replacement or insurance of any improvement on the Common Area, any Areas of Common Responsibility, or on any easement benefiting the Association or the Property as shown on any Recorded Plat, or otherwise properly established, for the purpose of covering any budget deficits of the Association, or for any other purpose deemed necessary, desirable or appropriate by the Board (collectively, "Special Assessment(s)"). Prior to Turnover, the Board may levy a Special Assessment subject to the approval requirements set forth in Section 720.315 of the Association Act.

B. Individual Assessment. The Board may levy an individual assessment against any Owner and that Owner's Lot and, if applicable, any Dwelling located thereon in order to cover any costs, expenses and fees whatsoever incurred by the Association due to (i) that Owner's failure to maintain its Lot or Dwelling pursuant to the standards set forth in this Declaration or as otherwise established by the Board or the ARC, or (ii) to reimburse the Association for loss or damage to the Association or to any Common Area, Area of Common Responsibility or easement area benefiting the Association or the Property caused by that Owner or that Owner's lessee, sublessee, licensee, agent, contractor, subcontractor, invitee, domestic help or guest, and not covered by insurance maintained by the Association, or (iii) for any other purpose expressly permitted by this Declaration or permitted under applicable Law (each assessment levied pursuant to (i), (ii), or (iii), above, an "Individual Assessment").

Section 6.05. Start-Up Assessment; Initial Annual Assessment; Capital or Resale Assessment; Due Dates.

A. Annual Assessments on each Lot in the Property shall commence upon the closing of each Lot in the Property to a bona fide third party purchaser (a "Third Party Purchaser") that is not a Builder, or upon the occupancy of each Lot by a Third Party Purchaser, whichever is earlier.

B. At the closing of the sale of each Lot in the Property to a Third Party Purchaser, said purchaser shall pay to the Association: (i) a one-time Start-Up Assessment in the amount of Three Hundred Fifty and No/100 Dollars ($350.00) or five percent (5%) of the current Annual Assessment, whichever is greater; and (ii) the entire Annual Assessment for the calendar year of closing, prorated on a per diem basis from the date of closing on the sale of, or the date of occupancy of the Lot, whichever is earlier, through the end of that calendar year. Thereafter, Annual Assessments shall be due, in advance, on or before the commencement of the Association Fiscal Year for which they are imposed; but the Board, as provided above, may elect to collect Annual Assessments in monthly, quarterly or semi-annual installments. Annual Assessments which commence to accrue as to any Lot other than on the first day of the year shall be prorated for the balance of that year. Notwithstanding the foregoing, the Start-Up Assessment shall be due from the first Third Party Purchaser that is not a Builder. After the one-time Start-Up Assessment has been paid as to a Lot in the Property, subsequent purchasers of the same Lot shall not be required to pay said Start-Up Assessment, but shall be required to pay Re-Sale Assessments pursuant to Section 6.05.E. The funds derived from the Start-Up Assessments are income to the Association and shall be used at the discretion of Board for any purpose, including without limitation, the reduction of the Declarant's Deficit Funding, future and existing capital improvements, operating expenses, Common Expenses, support costs and start-up costs.

C. The Annual Assessment for each Lot on any Additional Property shall commence upon the closing of the first sale by Declarant of any Lot in the Additional Property to a Third Party Purchaser, or upon the occupancy of the first Lot in the Additional Property by a Third Party Purchaser, whichever is earlier. The initial Annual Assessment for the Lots on any Additional Property

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shall be the same as the then current Annual Assessment for the remainder of the Property, or as otherwise set forth in the relevant Supplemental Declaration.

D. Notwithstanding anything contained in this Declaration to the contrary, in the event of a sale of a Lot to a Builder ("Builder Lot"), no Assessment provided for in this Declaration shall arise or commence regarding said Builder Lot until such time that the Lot is conveyed to a Third Party Purchaser that is not a Builder, or a Third Party Purchaser that is not a Builder takes occupancy of the Lot (with or without a Dwelling located thereon), whichever is earlier. In furtherance of the foregoing, provided said Lot has been acquired from Declarant, in no event shall a Builder be obligated to pay any Assessment whatsoever concerning its Lots, other than any Individual Assessments. Prior to Turnover, Declarant shall Deficit Fund as necessary regarding any Builder Lots. After Turnover, to the extent Assessments (other than Individual Assessments) shall become due regarding any Builder Lots under this Declaration or under Florida law, Declarant shall be and remain obligated to pay same.

E. On each subsequent conveyance of a Dwelling following the initial sale of such Dwelling to the first Third Party Purchaser thereof or to any party other than Declarant, the Association shall levy and impose on such Dwelling a capital assessment of Three Hundred Fifty and No/100 Dollars ($350.00) or five percent (5%) of the current Annual Assessment, whichever is greater (the "Re-Sale Assessment"), which Re-Sale Assessment shall be shown on any estoppel certificate issued by or on behalf of the Association in connection with the conveyance of the Lot to said purchaser or grantee; shall be nonrefundable; shall be in addition to, and not in lieu of, the Assessments levied on the Lot; shall not be considered an advance payment of any portion of Assessments; and shall be used by the Association exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to the Property. The Association may use the Re-Sale Assessment for any of the purposes and services set forth in this Declaration, including the reduction of the Declarant's Deficit Funding. The Re-Sale Assessment shall not apply in instances of transfer of title of a Dwelling to (a) a co-Owner of the Dwelling; (b) the Owner's estate, surviving spouse or child upon the death of the Owner; (c) an entity owned by the grantor of title and/or the grantor's spouse; (d) to a Mortgagee or Association pursuant to a Final Judgment of Foreclosure or deed in lieu of foreclosure. Prior to Turnover, Declarant may increase the Re-Sale Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Subsequent to Turnover, Association may increase the Re-Sale Assessment in subsequent Fiscal Years, provided that such increase shall not be greater than ten percent (10%) over the prior Fiscal Year. Neither Declarant nor Association makes any representation or warranty that, at Turnover, any portion of these Re-Sale Assessment shall be in the accounts of the Association, as these monies may be used to offset Declarant's Deficit Funding.

Section 6.06. Certificate. Upon request, the Association, pursuant to Section 720.30851 of the Association Act, shall furnish to any Owner a certificate setting forth whether all required Assessments have been paid. Such certificate, subject to the limitations and terms of Section 720.30851 of the Association Act, shall be conclusive evidence in favor of bona-fide third parties relying thereon of the payment of any Assessment therein stated to have been paid. The Association may charge a fee for the preparation of such certificate, and the amount of such fee must be stated on the certificate. Unless sold or conveyed by or to Declarant, no Lot or parcel may be sold or conveyed unless an estoppel certificate pursuant to Section 720.30851 is obtained and all amounts set forth therein are paid prior to the sale or conveyance.

Section 6.07. Subordination. Expressly subject to the Mortgagee's compliance with Section 720.3085(2)(c) of the Association Act and said Mortgagee's payment of all unpaid Assessments resulting from said Mortgagee's compliance with, or failure to comply with, said statute, all Assessment Liens shall be subordinate to the lien of any Mortgage. Any Mortgagee which obtains title to a Lot by lawful foreclosure of a Mortgage or by lawful and proper voluntary conveyance by deed in lieu of such foreclosure, shall not

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be liable for the uncollected Assessments or interest, late charges or collection costs pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title of the Lot by said Mortgagee. Such unpaid Assessment amounts shall be deemed a Common Expense collectible from all Owners, including the acquiring Mortgagee, on a pro-rata basis. Any such transfer to a Mortgagee under this Section 6.07 or otherwise shall not relieve the transferor of personal responsibility for any prior Assessments nor the Lot from the lien for Assessments thereafter falling due.

Section 6.08. Funding by Declarant.

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

ARTICLE VII

ARCHITECTURAL CONTROL

Section 7.01. Architectural Control; ARC.

A. Subject to the terms of Section 7.08 hereof, all Lots and Dwellings in the Property are subject to architectural review in accordance with this Article VII and any planning, construction, development or other architectural criteria, guidelines, procedures, rules or regulations (collectively, "Planning Criteria") as may be adopted and revised from time to time by the Architectural Review Committee (the "ARC"), which may also be referred to at times as the Architectural Review Board (the "ARB"). The Planning Criteria shall be written and made available to all Builders and to all Owners or prospective Owners. The Planning Criteria may include any matters considered appropriate by the ARC not inconsistent with this Declaration, the other Governing Documents or the Association Act. The Planning Criteria shall be, at the discretion of the Board, subject to the prior approval of the Board.

B. No site work/development, landscaping, utility extension, drainage improvement, paving, driveway, swimming pool, pool enclosure, building, fence, wall, sidewalk or any other physical or structural improvement, or change or alteration to the exterior of any existing structure or improvement, or to any existing landscaping (collectively, "Improvement(s)"), shall be commenced, constructed, erected, modified, changed, altered or maintained until the plans showing such details as the

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size, design, shape, finished grade elevation, height, materials and color of the same, together with a landscape plan and a plot plan showing the location relative to boundaries and adjacent improvements of such proposed improvements or changes (collectively, the "Plans"), have been approved in writing by the ARC. The Plans shall certify that same are in compliance with any applicable regulations and ordinances of the Local Government. All such improvements must further conform to the Planning Criteria and no Plans shall be approved by the ARC if they are not in conformity with same. All improvements, construction, changes, modifications and alterations shall also comply with all Laws. Until such time as any improvements, construction, changes, modifications and/or alterations have been submitted to and approved by the ARC, no Owner (and/or designee thereof) shall make application for a building permit from the applicable Governmental Authority. Nothing herein shall limit the right of an Owner to finish or alter the interior of that Owner's Dwelling as that Owner desires.

Section 7.02. **Membership of ARC**. Prior to Turnover, Declarant shall be entitled to appoint all members of the ARC. Thereafter, the membership of the ARC shall be determined by the Board. The ARC shall consist of no less than three (3) members, none of whom shall be required, prior to Turnover, to be Owners or occupants of the Property. The ARC shall always consist of an odd number of members. No member of the ARC shall be entitled to compensation for services performed, but the ARC may employ professional advisors and pay reasonable compensation to such advisors at Common Expense. Members of the ARC (other than those appointed or designated by Declarant) may be removed by the Board of Directors at any time without cause. Members of the ARC appointed or designated by Declarant may only be removed by Declarant, which removal may be at any time without cause.

Section 7.03. **Approvals**. Decisions of the ARC shall be by majority action. Unless waived by the ARC, all Plans shall be prepared by an architect or engineer, said person to be employed by and at the expense of the Owner. If for any reason, including purely aesthetic reasons, the ARC should determine that a proposed improvement, construction, modification or alteration is not consistent with the Planning Criteria or Declarant's development plan, or in the best interest of the Association and its Members, such improvement, construction, modification or alteration shall not be approved or made. Approval of Plans may be withheld not only because of noncompliance with any of the specific conditions, covenants and restrictions contained in this Declaration, but also by virtue of the dissatisfaction of the ARC with the location of the structure on the Lot, the elevation, color scheme, finish, design, proportions, architecture, drainage plan, shape, height, style and appropriateness of the proposed structures or altered structures, the materials used therein, the planting, landscaping, size, height or location of vegetation on the Lot, or because of its reasonable dissatisfaction with any other matter or thing which, in the judgment of the ARC, will render the proposed improvement or alteration inharmonious with Declarant's general development plan or the Planning Criteria. Two (2) sets of Plans and specifications shall be submitted to the ARC by the Owner prior to applying for a building permit from the applicable Governmental Authority. Submittals and re-submittals of Plans shall be approved or disapproved within thirty (30) days after receipt by the ARC. The ARC approval or disapproval shall be written and shall be accompanied by one (1) copy of the Plans to be returned to the Owner. Whenever the ARC disapproves Plans, the ARC shall specify the reason or reasons for such disapproval. The Planning Criteria are not the exclusive basis for decisions of the ARC and compliance with the Planning Criteria does not guarantee approval of any application.

Section 7.04. **Violations**. The work approved by the ARC must be performed strictly in accordance with the Plans as approved by the ARC. If after Plans have been approved, the improvements are altered, constructed, modified, erected or maintained upon the Lot other than as approved, the same shall be deemed to have been undertaken without ARC approval. After one (1) year from completion of any improvement, addition, modification or alteration, said improvement shall, in favor of purchasers in good faith and for value and Mortgagees, be deemed to comply with the provisions hereof unless a notice of such noncompliance executed by any member of the ARC shall appear in the Public Records or legal

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proceedings shall have been instituted to enjoin the noncompliance or to enforce compliance with this Article VII.

Section 7.05. **Variances**. The ARC may grant variances from compliance with the architectural provisions of this Declaration or the Planning Criteria, including, without limitation, restrictions upon height, size or placement of structures, or similar restrictions, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may reasonably require. The granting of any variance shall not operate to waive any of the terms and provisions of this Declaration or the Planning Criteria for any purpose except as to the particular Lot and the particular provision covered by the variance, nor shall it affect the Owner's obligation to comply with all applicable Laws. Such variances may only be granted when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to the restrictions set forth in this Declaration, or (iii) estop the ARC from denying a variance in other similar or dissimilar circumstances.

Section 7.06. **Waiver of Liability**. None of Declarant, the ARC, the Directors or the Association, or any agent, employee or officer thereof, shall be liable to anyone submitting Plans for approval or to any Owner, occupant, tenant, subtenant, invitee, licensee or guest of the Property by reason of or in connection with approval or disapproval of any Plans, or for any defect in any Plans submitted, reviewed, revised or approved in accordance with the requirements of the ARC, or for any structural or other defect in any work done according to or contrary to such Plans. Approval of Plans, or any other approvals, variances or consents by the ARC, are given solely to protect the aesthetics of the Property in the judgment of the ARC and shall not be deemed a warranty, representation or covenant that any action taken in reliance thereon complies with all applicable Laws, nor shall ARC approval be deemed approval of any Plan or design from the standpoint of structural safety or conformity with building or other codes. Every person who submits Plans for approval agrees, by submission of such Plans, and every Owner or occupant, tenant and subtenant of any Lot agrees, by acquiring title thereto or an interest therein, that it will not bring any action, proceeding or suit to recover any such damages and shall be deemed to have automatically agreed to hold harmless and indemnify the Board, the ARC, the Declarant and the Association, and all of the foregoing's directors, officers, members, agents and employees from and for any loss, claim, liability, expenses, causes of action or damages connected with the aforesaid aspects of the Plans, improvements or alterations.

Section 7.07. **Enforcement**. Declarant and the Association shall have standing and authority on behalf of the Association to enforce in courts of competent jurisdiction the Planning Criteria and the decisions of the ARC. Should Declarant or the Association be required to enforce the provisions hereof by legal action, the reasonable attorneys' and paralegals' fees and costs and expenses incurred, whether or not judicial proceedings are involved, including the attorneys' and paralegals' fees and costs, and expenses incurred on appeal from judicial proceedings, shall be collectible from the violating Owner. Should any Owner fail to comply with the requirements hereof after thirty (30) days' written notice, Declarant and the Association shall have the right, but not the obligation, to enter upon the Owner's Lot, make such corrections, alterations or modifications as are necessary, or remove anything in violation of the provisions hereof, the Rules and Regulations, or the Planning Criteria, and charge the costs and expenses thereof to the Owner as an Individual Assessment. Declarant, the Association the Board and the ARC and all of the foregoing's directors, officers, members, agents and employees, shall not be liable to the Owner or to any occupant or invitee of any Lot for any trespass or damages or injury to property or person for any action taken hereunder unless caused by gross negligence, intentional misconduct or intentional wrongdoing.

Section 7.08. **Exemption**. Notwithstanding any conveyance to the Lawson Dunes CDD, Declarant and each Approved Builder, before and after Turnover, shall be exempt from any Planning Criteria and the architectural control provisions of this Article VII. Declarant and each Approved Builder, before and after Turnover, shall be entitled to construct or install any new improvement, and to alter or

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change or modify any existing improvement, without submitting Plans to or obtaining the approval of the ARC.

Section 7.09. **No Waiver of Future Approvals**. The approval of the ARC of any proposals or Plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, Plans, specifications, drawings or matters subsequently or additionally submitted for approval or consent.

ARTICLE VIII

EXTERIOR MAINTENANCE

Section 8.01. **Owner's Responsibility**.

A. Each Owner shall keep and maintain that Owner's Lot, Dwelling and all buildings and other improvements and structures and landscaping located on that Owner's Lot in good repair and in a neat, orderly and attractive condition. The minimum (but not exclusive) standard for maintenance of improvements and structures shall be consistent with the approved Plans thereof and with the general appearance of the other Dwellings and improvements in the Property as a whole when initially constructed and improved (taking into account, however, normal weathering and fading of exterior finishes, but not to the point of unsightliness).

B. The maintenance obligation of each Owner as to Dwelling, building, structure and improvements on the Owner's Lot shall include, without limitation, maintenance of all exterior surfaces and roofs, fascias and soffits, awnings, trellises, decorative facades, screens, windows and doors. Owner's shall have their Dwellings (including the roof) and all external improvements such as driveways, sidewalks, decks, patios, and lanai floors, walls and screen professionally power washed as necessary, but no less than once every three (3) years.

C. Owners shall clean, repaint or re-stain, as appropriate, the exterior portions of the Dwelling, building, structure and improvements on the Owner's Lot (with the same colors as initially approved or with another color or colors approved by the ARC), including exterior surfaces of garage doors, as often as is necessary to comply with the foregoing standards.

D. Each Owner shall also keep, maintain and irrigate the trees, shrubbery, grass and other landscape materials located on that Owner's Lot in good repair and in a neat and attractive condition. The minimum (but not exclusive) standard for maintenance of landscaping on the Owner's Lot shall be consistency with the approved Plans thereof and with the general appearance of the other occupied Lots in the Property as a whole when initially landscaped (taking into account, however, the natural and orderly growth and maturation of applicable landscaping, as properly trimmed and maintained).

E. Landscape maintenance shall include, without limitation, irrigation, fertilization, weeding, mowing, trimming, spraying for insects and disease, and periodic replacement of dead, damaged or diseased plantings.

F. Each Owner shall grass over, mow and keep free of trash and debris, on a routine basis, the unpaved portion of any platted Street depicted on any Recorded Plat abutting the Owner's Lot.

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G. A Xeriscape or Florida-friendly landscape landscaping plan designed and constructed in accordance with the definition of such terms in Section 373.185 of the Florida Statutes, shall be permitted. Any Xeriscape or Florida-friendly landscape landscaping plan shall be subject to review and approval by the ARC, consistent with the terms of this Declaration and any Rules and Regulations of the ARC, including, but not necessarily limited to, any Rules and Regulations of the ARC governing the implementation of Xeriscape or Florida-friendly landscape landscaping plans within the Property.

H. If an irrigation system capable of using reclaimed water for irrigation purposes is installed adjacent to or on a Lot, and reclaimed water shall be or become available, then in such events, the Association shall: (i) require the Owner of each such Lot to use the reclaimed water for irrigation purposes; and (ii) if applicable, charge the Owner of each Lot served by the reclaimed water system a fee for the use of such reclaimed water based on either, as determined by the Association, (A) a uniform rate applicable to all Owners evenly, or (B) the volume of reclaimed water used at each Lot.

I. The Association shall have the right, but not the obligation, to provide exterior repair and maintenance on any Lot or any Dwelling, building or structure or improvement located thereon in the event of default by any Owner in the duties hereby imposed under this Article VIII. Prior to performing such repair or maintenance, the Board must determine that there is need of repair or maintenance and whether such need detracts from the overall appearance of the Property. Except in emergency situations, prior to commencement of any such repairs or maintenance, the Board must furnish written notice to the Owner to the effect that, unless specified repairs or maintenance are commenced within fifteen (15) days after the mailing of the notice, and thereafter diligently pursued to completion, the Association may procure said repairs or maintenance. Upon the Owner's failure to commence timely and to diligently pursue the requested repairs or maintenance, the Association and its designated agents, employees, contractors and subcontractors shall have the right to enter in or upon the Lot and the exterior of any Dwelling, building or structure or improvement thereon to perform the repairs or maintenance specified in the notice. In this regard, the Association shall have the right to do such things as, but not limited to, paint; power wash; repair, replace and care for pools, pool enclosures, roofs, gutters, down spouts and exterior building surfaces; clean or resurface paved access ways and parking areas; trim and care for trees, shrubs, grass, walks, swales, berms and other landscaping and drainage improvements; and to provide general cleanup, shoreline maintenance, and removal of debris which in the opinion of the Board detracts from the overall beauty and setting of the Property. Declarant, the Board, the Association and the foregoing's respective directors, officers, members, agents, employees, contractors and subcontractors shall have no liability to the Owner or any occupant, tenant, subtenant or guest or invitee for trespass, or damage, or injury to property or person as the result of actions taken pursuant this paragraph, unless caused by gross negligence, intentional misconduct or intentional wrongdoing.

Section 8.02. **Assessment of Cost**. The cost of any work performed by or at the request of the Association pursuant to Section 8.01 hereof shall be assessed as an Individual Assessment against the Owner of the Lot upon which such work is done.

Section 8.03. **Access**. In order to perform the repairs or maintenance authorized by this Article VIII, the designated agents, employees, contractors and subcontractors of the Association may enter upon any Lot and the exterior of any improvement located thereon during reasonable hours on any day except Sundays and legal holidays, except that in an emergency situation, as determined by the Board, entry may be made at any time and on any day.

Section 8.04. **Association's Responsibility**. The Association shall maintain and keep in good repair the Common Area, and as the Board deems appropriate, the Areas of Common Responsibility, and the wall, landscaping, lighting, irrigation, signage, drainage and other improvements from time to time located on either of the foregoing.

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ARTICLE IX

RESTRICTIVE COVENANTS

Unless otherwise inconsistent with or in direct conflict with the approvals, requirements, or laws of any applicable Governmental Authority, in which case said approvals, requirements, and laws shall govern and control only to the extent necessary to resolve any such inconsistencies or conflicts, the Property shall at all times and forever be subject to and encumbered by the following covenants and restrictions, which covenants and restrictions shall bind each and every Member, Owner and Lot, and shall bind and run with the land:

Section 9.01. **Wells**. No individual well water supply system shall be permitted on any Lot without the prior written approval of the ARC.

Section 9.02. **Obnoxious or Offensive Activity**. No activity or use shall be allowed upon any Lot or the Property which is a source of annoyance, embarrassment, harassment or discomfort to Owners or their tenants, subtenants, guests or invitees, or which interferes with the peaceful possession and proper use and enjoyment of the Property, nor shall any improper, unsightly, offensive or unlawful use be made of any Lot, Dwelling, the Common Area or the Areas of Common Responsibility. The use of any Lot and the Property shall comply with all applicable Laws. Each Lot and the Property shall be used, enjoyed, held and occupied in such manner as not to cause or produce any of the following effects discernible outside any Dwelling: noise or sound that is objectionable because of its volume, duration, beat, frequency or shrillness; smoke; noxious, toxic or corrosive fumes or gases; obnoxious odors; dust, dirt or fly ash; unusual fire or explosive hazards; vibration; or interference with normal television, radio or other telecommunication reception by other Owners.

Section 9.03. **Rules and Regulations**. Reasonable rules, regulations, policies, procedures and standards may be promulgated by the Board, as to the use and enjoyment of the Property (the "Rules") and such Rules shall be observed by the Owners, Members, tenants, subtenants, licenses, invitees, guests and occupants of all Lots. Such Rules may involve such matters as air conditioning units, signs, mailboxes, temporary structures, noisy mufflers, loud music, loud vehicles or other nuisances; garbage and trash disposal; parking; traffic; state of repair of vehicles; tree removal; animals; game and play structures and devices; swimming pools; television and telecommunications devices and antennae; driveways; walkways; sight distances at intersections; garages; and fences. These matters are set out by way of illustration only and shall not be construed to limit the authority of the Board to promulgate and enforce Rules. Such Rules may augment or clarify the terms of this Declaration or any term, covenant or restriction herein contained.

Section 9.04. **Animals**. No animals of any kind, character, nature or description shall be kept, raised, bred, or maintained on or upon any Lot; provided, however, that household, domesticated "Pets" (as that term is defined below), as allowed by the Local Government, may be kept on each Lot so long as they are not kept, raised, bred or maintained thereon for any business or commercial purposes whatsoever. As used herein, the term "Pet(s)" shall mean and refer to birds, fish, dogs, cats, reptiles, insects and all other non-human, non-plant livings organisms, that: (i) have not been prohibited by the Board from time to time; and (ii) that are generally and commonly recognized as household and domestic pets in the County or City, as applicable, and shall expressly exclude livestock of domesticated or undomesticated animals, fowl and poultry (e.g., horses, cows, pigs, donkeys, squirrels, etc.). Exotic animals such as, but in no way limited to, snakes and big cats (e.g., tigers, cougars, etc.) are not considered Pets and are expressly prohibited, as are breeds of any kind of Pet deemed aggressive from time to time by the Board. Only a reasonable number of Pets, as determined in the Board's discretion, may be kept on a Lot at any one time. Pets shall be sheltered inside buildings/improvements. No separate or exterior building/improvement for Pets shall be permitted on the Property. All Pets must be kept in a fully fenced area or leashed when outside of an

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building/improvement and shall not be permitted to run loose. Invisible dog fences or barriers, if allowed at all within the Community, must first be approved by the ARC. No Pet shall be permitted to remain on the Property if it or they disturb the tranquility of the Property, the Community, the Association or the other Owners or residents (e.g., excessive dog barking), if it or they are unlawful, dangerous, annoying or a nuisance to or destructive of wildlife, or if it or they are expressly excluded from the Property by the Board after notice and hearing. All owners of Pets are responsible for timely cleanup of Pet waste and the Board may elect to promulgate Rules and Regulations to enforce the same and other matters concerning Pets. Each Owner who determines to keep a Pet hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having any animal on the Property.

Section 9.05. Garbage and Trash; Recycling.

A. No garbage, trash, junk, refuse, rubbish or waste materials shall be placed, kept, maintained or stored on any Lot, except in covered containers and sealed sanitary containers of a type, size, color and style which are required by the Local Municipality or pre-approved by the ARC. All such containers shall be kept inside Dwellings and screened from view from outside of the Lot, except when they are being transported and made available for collection. Containers transported and made available for collection shall not be placed at any Lot curb or outside any Dwelling earlier than 6:00 p.m. on the evening prior to the scheduled pickup, and must be retrieved and returned to storage inside the Dwelling by no later than 9:00 a.m. on the date after the pickup occurs. Garbage, trash, junk, refuse, rubbish or waste materials, regardless of the type or cause, must be removed from the Lot by the Lot Owner and may not be permitted to stay or accumulate on any Lot. Outdoor incinerators may not be kept or maintained on any Lot. Notwithstanding anything to the contrary set forth above in this Section 9.05 if required by the Local Government in connection with the development of the Community, Declarant shall establish, on Common Area or otherwise, a centralized garbage collection and recycling facility (collectively, "Garbage Facility") at or near the main entrance of the Community, all in accordance with the Local Government requirements regarding establishment of the Garbage Facility. After Declarant establishes and constructs the same, the administration, regulation, care, maintenance, repair, restoration, replacement, insuring, preservation and protection of the Garbage Facility, regardless of whether or not the same is located on Common Area, shall be done by the Association at Common Expense, all in accordance with the Local Government's requirements regarding same. Rules and Regulations may be promulgated from time to time regarding the use of the Garbage Facility.

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

Section 9.06. Storage Receptacles. No fuel tanks or similar storage receptacles may be exposed to view, and the same may be installed only within an approved accessory building or structure, within a screened area, and they shall otherwise comply with Rules and Regulations established from time to time and applicable Law.

Section 9.07. Vehicles.

A. Unless express prior written approval is given by the Board, in the Board's sole and absolute discretion, no commercial vehicle (including, but not limited to, any vehicle operated for the transportation of persons or property in the furtherance of any business, commercial, manufacturing, or

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industrial enterprise, for-hire, not-for-hire or otherwise), recreational vehicle (including, but not limited to, personal water craft, all-terrain vehicles and two-wheeled dirt bike motorcycles), camper, mobile home, motor home, boat, house trailer, boat trailer or trailer of any other kind or description (collectively, "Prohibited Vehicle(s)"), shall be permitted to be parked or to be stored at any place on the Property, unless Declarant designates specifically certain spaces for some or all of the above, in which case Declarant or the Association may change for the use of such spaces. The Board may, but is not required to, allow boats or other recreational vehicles or Prohibited Vehicles to be parked on a Lot behind an ARC-approved fence or wall which totally screens said boat or other recreational vehicle or Prohibited Vehicle from the view of all Streets and adjacent Dwellings. Provision for temporary visitation of Prohibited Vehicles may be established by the Board. The foregoing prohibition of parking shall not apply to temporary parking of commercial Prohibited Vehicles, such as for pick-up and delivery and other bona fide temporary commercial services being delivered or provided to a Lot or Dwelling, nor to Prohibited Vehicles which are stored within a Dwelling's closed garage, nor to any Prohibited Vehicles of Declarant or its affiliates or any Approved Builder or building contractor, and their subcontractors, suppliers and consultants, designated by Declarant in writing from time to time. Marked or unmarked police cars and other municipal vehicles are specifically excluded from the definition of Prohibited Vehicles.

B. No vehicle, regardless of whether it would otherwise be permitted to be parked on any Lot or other part of the Property, shall be permitted to be parked on any Lot (unless permanently in a garage) or other part of the Property if such vehicle is not fully functioning and operational, currently registered by the State of Florida or another U.S. state, and currently tagged (with a license plate affixed in the proper place(s) on said vehicle) by the State of Florida or such other U.S. state in which the vehicle is registered.

C. All vehicles must be parked on surfaces designed for vehicle parking (e.g., parking areas or lots and driveways) and shall not in any event be parked on individual lawns or the grass of any Common Areas. Vehicles shall not be parked in a manner which would block fire hydrants, dumpsters, sidewalks or pedestrian or bicycle paths.

D. No Owner or other occupant of the Community shall repair or restore any vehicle of any kind upon or within the Community, except for (i) emergency repairs and then only to the extent necessary to enable the movement thereof to a proper repair facility; or (ii) repairs completed within the garage (in which case no garage doors shall be left open overnight or at any other time when the subject vehicle is not actually being worked on or repaired).

E. Inoperable vehicles (e.g., missing major components such as engines and/or transmissions, one or more flat tires, etc.), or derelict vehicles (e.g., broken glass, severely damaged body panels, unpainted body panels, etc.) must be fully enclosed within a closed garage at all times, and in any case may not be parked in plain view.

F. As long as the provisions of Section 715.07 of the Florida Statutes are complied with, any vehicles parked in violation of the aforementioned or other restrictions contained herein, or in violation of any Rules and Regulations, may be towed by the Association at the sole cost and expense of the owner of such vehicle, if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or the owner thereof is otherwise notified. The Association shall not be liable to the owner of such vehicle for trespass, conversion, or otherwise, nor guilty of any criminal or civil act, by reason of such towing and once the notice is posted, neither its removal, nor failure of the owner thereof to receive it for any other reasons, shall be grounds for relief of any kind. An affidavit of the person posting such notice on any vehicle stating that it was properly posted shall be conclusive evidence of proper posting.

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Section 9.08. **Visibility of Intersections**. No obstruction to visibility at Street intersections shall be permitted; provided that the Association shall not be liable in any manner to any person or entity, including Owners, their guests, tenants, subtenants, licensees and invitees, for any damages, injuries or deaths arising from any violation of this Section 9.08.

Section 9.09. **Temporary Structures**. No building or structure of a temporary or portable character such as trailers, tents or shacks shall be permitted in the Property, except as approved by the ARC, and except for temporary improvements used solely in connection with the construction of ARC approved permanent improvements and removed immediately upon completion of such ARC approved permanent improvement. Neither Declarant, nor any Approved Builder doing business in the Property shall be prohibited from erecting or maintaining temporary dwellings, model homes and other structures for development and marketing purposes, provided the same are in compliance with all applicable Laws.

Section 9.10. **Signs**. No signs, advertisements, billboards, solicitation or advertising structures or materials of any kind shall be displayed or placed upon any Lot (including within any window) without the prior written approval of the ARC. Notwithstanding the foregoing, the following shall be permitted without prior approval of the ARC: (i) street number and name signs; and (ii) one (1) professionally made, non-digital, non-electric (or otherwise illuminated) sign constructed of metal or wood, installed on one wooden 4" by 4" post, and of not more than eight (8) square feet of surface area per side (2 sides maximum), containing no handwriting whatsoever, and used solely in connection with the marketing of the affected Lot for sale or lease. Wire-stake signs, commonly known as "H-Frame" or "U-Frame" signs, are expressly prohibited ("Sign Criteria"). The ARC shall have the right to establish guidelines so as to require a uniform standard for signs in the subdivision. Additionally, an Owner may display a sign of reasonable size provided by a contractor for security services provided that said sign is located no more than ten (10) feet from any entrance to a Dwelling. Declarant or the Association may enter upon any Lot and remove and destroy any sign which violates this Section 9.10. This Section 9.10 shall not apply to Declarant or to any Approved Builder.

Section 9.11. **Air Conditioning Equipment**. No air conditioning equipment other than compressor units may be visible on the exterior of any Dwelling unless previously approved by the ARC, which approval may be based on the aesthetics or adequacy of screening of such equipment. Window and wall air conditioning units are prohibited on the Property.

Section 9.12. **Exterior Electronic or Electric Devices; Solar Panels**.

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

B. No solar heating equipment, panels, collectors or devices ("Solar Equipment") is permitted on or outside of any enclosed structure on any Lot, except such Solar Equipment whose installation and use is protected by U.S. federal or Florida law including, but not limited, by Section 163.04 of the Florida Statutes. Notwithstanding such protection, for aesthetic purposes, and to the maximum extent permitted by Section 163.04 of the Florida Statutes, the location, type and design of all Solar Equipment must be approved by the ARC prior to installation and use of same, which approval, if granted, may require landscape or other screening, in the ARC's determination and reasonable discretion. An application for use and installation of such Solar Equipment must be submitted for approval to the ARC

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prior to installation and approval and will be granted only if: (i) such Solar Equipment is designed for minimal visual intrusion when installed (i.e., is located in a manner which minimizes visibility from all Streets and adjacent Lots); and (ii) the Solar Equipment complies to the maximum extent feasible with the ARC's requirements and the Planning Criteria. Without limiting, and in addition to the foregoing, Declarant or the ARC may determine the specific location where solar collectors may be installed on the roof of any Dwelling or building within an orientation to the south or within forty five (45) degrees east or west of due south if such determination does not impair the effective operation of the solar collectors.

Section 9.13. **Subdivision**. No part of the Property shall be further subdivided without the prior written consent of Declarant for so long as Declarant owns any Lot, and thereafter, by the Board.

Section 9.14. **Completion**. Upon commencement of construction of improvements on any Lot, the Owner shall diligently prosecute the work to the end so that the improvements shall be completed as expeditiously as is reasonable. The Owner of the Lot on which improvements are being built shall keep the Streets and areas adjacent to the Lot free from dirt, mud, garbage, trash or other debris occasioned by construction.

Section 9.15. **Excavation**. No clearing or excavation shall be made except incident to construction, maintenance or repair of an ARC approved improvement (or by Declarant, by a Builder or in connection with development of the Property) and must be in accordance with the Permit; and upon completion thereof exposed openings shall be back-filled, and disturbed ground shall be leveled, graded and covered with sod or seeded in accordance with the approved Plans and the Permit.

Section 9.16. **Sidewalks**. If required by the Local Government, the Owner of each Lot shall construct, prior to occupancy of the Dwelling on that Lot, a sidewalk along each boundary line of the Lot which abuts a platted Street shown on any Recorded Plats.

Section 9.17. **Fences and Walls**. Except for fences and walls constructed by Declarant, or an Approved Builder, there shall be no fence or wall permitted on any Lot unless it has been approved by the ARC as to size, material, color, location, etc. Landscape buffers may be required by the ARC on the outside of any fences and walls. All fences must be of a material approved by the ARC and must be installed with the posts and supports on the inside. If the Owner of a Lot fails to timely remove any unauthorized or unapproved fence or portion thereof, the Declarant may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of. Notwithstanding anything herein to the contrary, so long as Declarant, or any Approved Builder maintains any model homes within the Property, they shall have the right to fence all or any part of any Lots being used for parking for the term of such permitted use.

Section 9.18. **Use; Rentals; Timesharing**.

A. Lots shall be used for single-family residential purposes only. No trade, business, profession, occupation or other commercial activity or use shall be conducted on any Lot or within any Dwelling; provided, however, that an Owner or lawful Tenant of a completed Dwelling may use a single room within the Dwelling as an office for conducting business as long as the business: (i) does not involve or require regular visitation of the Lot or dwelling by clients, customers, suppliers, service providers or other business invitees, or door-to-door solicitation within the Community; (ii) does not include the manufacture or distribution of any products or goods in the Dwelling or on or from the Community; (iii) is not apparent or detectable by sight, sound or smell from outside the Dwelling; (iv) complies with applicable land use and zoning requirements; (v) is consistent with the residential character of the Community and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of others within the Community, as determined from time to time in the Board's sole discretion; and (vi) is not a

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daycare facility, child care facility or assisted living/hospice facility. No signs shall be placed on any Dwelling or Lot which identifies the Dwelling or Lot as a place of business. For purposes of this section, "(B)usiness" shall have its ordinary, customary, generally accepted meaning and shall include, without limitation, any occupation, work, trade or activity undertaken from time to time or 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, compensation or other form of monetary or non-monetary consideration, regardless of whether: (A) such activity is engaged in full or part-time; (B) such activity is intended to or does generate a profit; or (C) a license is required. This section shall not apply to restrict Declarant's or Declarant's affiliates' activities or those a Builder, nor shall it restrict the activities of persons or entities Declarant approves with respect to the development and marketing/sale of property within the Community. This section also shall not apply to Association activities related to the provision of services or to operating and maintaining the Community, including the Community's recreational and other amenities. Permitted leasing of a Dwelling in accordance with the requirements of this Declaration is not a "business" within the meaning of this section. Temporary uses of Lots by Declarant and its affiliates or assigns (including Builders as may be designated by Declarant from time to time) for model homes, sales displays, parking lots, sales offices and other offices or uses, or any one or combination of the foregoing, shall be permitted until permanent cessation of such uses takes place. No changes may be made in buildings or structures erected by Declarant or its affiliates (except if such changes are made by Declarant) without the consent of Declarant and the ARC as provided herein.

B. Owners shall be permitted to lease their Dwelling, provided that such lease shall require the tenant thereunder to comply with the Governing Documents and the terms and conditions of the Rules and Regulations. "Short-Term Rentals" (as that term is defined below) of Dwellings are prohibited. For purposes of this Declaration, the term "Short-Term Rentals" shall mean and refer to the leasing or rental of any Dwelling or Lot to a person or entity for a period of less than seven (7) consecutive months. The subleasing or sub-renting of a Dwelling is subject to the same requirements and limitations as are applicable to the leasing or renting thereof. From time to time, the Association may reserve the right to approve of any form of Lease that an Owner wishes to use, or otherwise require inclusion in a Lease of certain provisions that the Association may deem necessary or appropriate to assure the Tenant's compliance with all the terms and provisions of the Governing Documents and the Rules and Regulations. The Association may charge a reasonable administrative fee not to exceed One Hundred and No/100 Dollars ($100.00) for the required review of any lease or rental agreement, or other such amount as permitted by law from time to time. Dwellings shall be leased in their entirety, and no individual rooms may be leased. This Section shall not be amended without the prior written consent of those Owners leasing their Dwellings at the time such amendment is proposed.

C. No time sharing plan (as defined in Chapter 721 of the Florida Statutes, as may be amended from time to time), or any similar plan of fragmented or interval ownership of Dwellings shall be permitted. De facto timesharing of a Dwelling shall not be permitted. By way of example but not limitation, de facto timesharing shall include use of a Dwelling by multiple persons, such as siblings or business associates, who intend that they and their families would split occupancy of the Dwelling into different periods for use during the year.

Section 9.19. Pools. Swimming pools may not be located in the front or side yard of any Lot, nor nearer than the Dwelling to any side Street lot line. Swimming pools, spas, hot tubs, decks, screens, screen enclosures, lanais, etc. (collectively, "Pool Improvements"), shall be designed to be compatible and "tie in" with the architecture and material of the subject Dwelling. Screen enclosures and lanais shall be a maximum of one (1) story in height (unless building architecture, as determined by the ARC, requires two (2) stories in height). Tree protection barricades shall remain throughout construction of all Pool Improvements. All swimming pools shall be constructed and built at existing grade unless otherwise expressly approved by the ARC. All Pool Improvements construction shall, at all times, be in accordance

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with all applicable laws. In no event shall any above-ground swimming pool be permitted within the Community. All swimming pool materials, equipment and play toys stored on any Lot shall be screened from view from outside the Lot. Swimming pool security fencing and screen enclosures shall be installed subject to applicable hurricane standards within the Florida Building Code or other applicable jurisdictional codes. No Pool Improvements may be constructed, erected, or maintained upon any Residential Property without the prior written approval of the ARC.

Section 9.20. Dwellings.

A. No Dwelling shall contain less than 1,250 square feet of air conditioned area under roof, exclusive of screened area, open porches, terraces, patios and the garage.

B. Each Dwelling shall have an attached fully enclosed garage capable of housing not less than two (2) standard sized automobiles with a minimum of one single overhead door, which shall not be enclosed for use as a living area.

C. Setbacks for Dwellings shall be as permitted by the Local Government.

D. No Dwelling shall exceed two (2) stories in height.

E. Except as permitted pursuant to Section 9.12 hereof or by the ARC, no projections of any type other than chimneys, skylights and vent stacks shall be placed or permitted to remain above any roof of any Dwelling.

F. No Dwelling shall have exposed structural block on its front elevation.

G. All driveways shall be constructed of solid concrete or decorative pavers approved by the ARC.

H. Except as may otherwise be provided herein (if at all) with regard to central air conditioning compressor units, all oil tanks, soft water tanks, wood piles, water softeners, well pumps, sprinkler pumps, pool and spa equipment and heaters, and other or similar mechanical fixtures and equipment, shall be screened or located so as not to be visible from a Street or other Lot.

I. Unless installed by Declarant, an Approved Builder, or the Association, the following fence materials are expressly prohibited: (a) metal, other than decorative aluminum; (b) plastic, other than PVC as approved by the ARC; (c) fabric of any type; (d) wood of any type; (e) bamboo; or (f) chain link.

Section 9.21. Tree Removal and Landscaping. Except if done by Declarant or an Approved Builder, trees measuring six inches (6") or more in diameter at three feet (3') or more above ground level shall not be cut or removed without the prior written consent of the ARC; provided, however, if approved by the ARC, trees located within six feet (6') of the location of the Dwelling may be removed, regardless of size, without prior approval of the ARC. More restrictive arbor ordinances or environmental Laws shall control in the event of conflict herewith. Except if done by Declarant or an Approved Builder, there shall be no removal of trees or Lot clearing, other than clearing of underbrush, until the ARC has approved in writing a general, conceptual landscape plan that designates those existing trees to be retained and preserved on the Lot. All Lots shall have fully sodded front and side lawns using St. Augustine Grass (i.e., Stenotaphrum Secundatum "Floratam" or a similar variety), Zoysia or Bahia grass except in approved landscape or retained natural areas, or as otherwise installed by Declarant, an Approved Builder, or permitted by the ARC. All areas of each Lot not covered by building improvements or included within

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approved gardens and natural areas within the Lot shall be sodded prior to occupancy of the Dwelling on that Lot. Unless prohibited by Law, natural areas shall be finished by removal of underbrush and addition of mulch. Notwithstanding anything contained herein to the contrary and unless done so by Declarant or an Approved Builder, prior to Turnover no tree, regardless of size, shall be removed without prior written consent of the ARC.

Section 9.22. **Debris**. Except for normal construction debris on any Lot during the course of construction of the Dwelling, no weeds, garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion any Lot.

Section 9.23. **Pumping or Draining; Drilling or Mining**. The Owner of any Lot which includes or is adjacent to any pond, creek, bay head or other body of water shall not reduce the depth or size of said body of water by pumping or draining therefrom, or by placing fill dirt or any other material or debris in said body of water. No Owner of any Lot may drill or mine for, or otherwise extract or attempt to extract, minerals, oil, gas or any other natural resources or geological materials from the subsurface of said Owner's Lot or from any other portion of the Property.

Section 9.24. **Ramps**. No skateboard or bicycle ramp or similar structure shall be permanently installed or maintained overnight on any portion of any Lot located forward of the rear wall of the Dwelling or adjacent to any side Street.

Section 9.25. **Firearms**. Except as otherwise authorized by applicable law, the discharge of firearms within the Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns and other firearms of all types and sizes. Each Owner who determines to keep a firearm on or about the Property hereby agrees to indemnify the Association and Declarant and hold each of the Association and Declarant harmless against any loss or liability of any kind or character whatsoever arising from or growing out of such Owner having a firearm on the Property.

Section 9.26. **Declarant and Approved Builder Reservation**. Any provision of this Declaration to the contrary notwithstanding, until Declarant, each Approved Builder, and their respective successors and assigns have completed all of the contemplated improvements and closed the sales of all of the Lots, neither the Owners, the Association nor the Lawson Dunes CDD shall interfere with, or allow the interference with, the completion of Declarant's and each Approved Builder's planned improvements and the sale of the Lots. Declarant and each Approved Builder may make such lawful use of the unsold Lots and the Common Area, without charge, as may facilitate such completion and sale, including, but not limited to, maintenance of sales and construction trailers and offices, the showing of the Lots and the display of signs and the use of Lots for vehicular parking. Without limiting the generality of the foregoing, except only when the express provisions of this Declaration prohibit Declarant or each Approved Builder, as applicable, from taking a particular action, nothing in this Declaration shall be understood or construed to prevent or prohibit Declarant or each Approved Builder, as applicable, from any of the following:

A. Doing on any property or Lot owned or controlled by it, whatever it determines to be necessary, convenient or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development (all models or sketches showing plans for future development of the Property, as same may be expanded, may be modified by Declarant at any time and from time to time, without notice); or

B. Erecting, constructing and maintaining on any property or Lot owned or controlled by Declarant or Approved Builder, such structures as may be reasonably necessary for the

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conduct of its business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

C. Conducting on any property or Lot owned or controlled by Declarant or Approved Builder, its business of developing, subdividing, grading and constructing improvements in the Property and of disposing of Lots therein by sale, lease or otherwise; or

D. Determining in its sole discretion the nature of any type of improvements to be initially constructed as part of the Development or the Property; or

E. Maintaining such sign or signs on any property or Lot owned or controlled by Declarant or Approved Builder as may be necessary or desired in connection with the operation of any Lots owned by Declarant or Approved Builder or the sale, lease, marketing or operation of the Lots; or

F. Recording Supplemental Declarations which modify or amend this Declaration, which add or withdraw Additional Property, or that otherwise allow or permit Declarant to effect any action which may be required of Declarant by the Local Government or any other Governmental Authority or quasi-governmental agency in connection with the development and continuing operation of the Property; or

G. Notwithstanding any conveyance to the Lawson Dunes CDD, modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Area or utilizing all or portions of the Common Area for construction access or staging (provided that same does not impair existing platted access (as shown on any Recorded Plats) or utility services to the Lots); or

H. Causing utilities to be available to all portions of the Property, including, but not limited to, the reserving or granting of easements and rights of way as may be necessary to locate, install and maintain facilities and connections.

Section 9.27. Conservation Tracts. If any conservation tract is specifically designated as such on any Recorded Plat of the Property, then, except for those alterations made by Declarant and those additional alterations which may be permitted by applicable Governmental Authorities and the ARC, there shall be no further clearing, construction, grading or alteration of such tracts. Any portion of the Property which is designated on any Recorded Plat as "open space" shall not be developed in the future with any Dwellings or improvements and shall remain open space in perpetuity.

Section 9.28. Mailboxes.

A. Community mailboxes may be provided by the United States Postal Service ("USPS") and individual mailboxes on each Lot shall be prohibited while community mailboxes are utilized by the U.S. Post Office. If community mailboxes are not provided, each Owner shall install a U.S. Postal Service-approved mailbox, the color, style and design of which shall be subject to approval by the ARC. All individual mailboxes shall be mounted on a 4" X 4" vertical post with a supporting bracket installed at a 45 degree angle to the post. Except for identifying numbers and letters, the mailbox shall be painted solid black and the post and support shall be painted solid white.

B. Notwithstanding the foregoing, in connection with the development of the Community, should: (a) the USPS require the use of cluster box units approved by the USPS ("CBUs") for the purpose of centralized mail delivery by the USPS ("Centralized Mail Delivery") to the Community or any part, section, or phase thereof; (b) any other Governmental Authority requires the use of CBUs for Centralized Mail Delivery to the Community or any part, section or phase thereof; or (c) Declarant, in its

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sole discretion, desires to develop the Community or any part, section or phase thereof with CBUs for Centralized Mail Delivery, then the Community or the applicable part, section or phase thereof shall be developed with concrete slabs on, as applicable, Common Area or Limited Common Area to accommodate the subject CBUs. Unless otherwise undertaken by the USPS from time to time, the Association, as determined necessary by the Board, and, as applicable, at Common Expense or Limited Common Area Expense, shall be responsible for the routine maintenance, repair and replacement of the aforementioned concrete slabs and all CBUs, all in accordance with any applicable requirements, rules, policies and guidelines of the USPS. Notwithstanding the foregoing, neither Declarant nor the Association shall ever be responsible for the safety or security of any CBUs or any mailboxes or parcel compartments contained therein. Each Owner and Member acknowledges and agrees that if at any time their Lot is or becomes serviced by CBUs, all mail delivery to said Lot by the USPS will be done via the mailboxes or parcel compartments contained within the CBUs, as opposed to individual, curbside mailboxes for said Lot.

Section 9.29. **Windows**. No security bar system may be installed or placed on any window or door of any Dwelling in the Property. Window treatments within any Dwelling constructed on a Lot shall consist of drapery, blinds, decorative panels or other window covering, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods not exceeding twenty-one (21) days after an Owner or tenant first moves into a Dwelling or while permanent window treatments are being installed, cleaned or repaired. All window coverings shall be professionally made, uniform in appearance, and generally keeping with the exterior scheme of the Unit. No awnings, canopies or shutters shall be affixed to the exterior of a Dwelling on a Lot without the prior written approval of the ARC. No reflective tinting or mirror finishes on windows on any Dwelling on a Lot shall be permitted unless approved by the ARC. Window treatments on any Dwelling facing the street shall be of a neutral color, such as white, off-white or wood tones.

Section 9.30. **Outdoor Drying**. No clothing, laundry or wash shall be aired or dried outside of any building structure on any Lot, unless such clothing, laundry, wash and drying apparatus are fully screened from view from adjacent property and streets by fencing or landscaping. Such clothing, laundry, or wash shall not be placed outside before sunrise and shall be removed from the exterior of the Lot by sunset each day.

Section 9.31. **Use of Name "Lawson Dunes"**. No Owner shall use the name(s) "Lawson Dunes" or any logo associated with such name(s) and used by Declarant in connection with the Property, or any derivative of such name or logo, in any printed or promotional material or in any activity, without Declarant's prior written consent. Declarant may, however, use such names and logos with respect to any property or other development activities of Declarant, without the consent of any party, including any Owner.

Section 9.32. **Garages**. Garages are intended primarily for parking and vehicle storage. No garages may ever be converted to or otherwise used as: living space/quarters such as, but not limited to, family rooms, bedrooms, bonus rooms, recreational (rec) rooms or secondary/mother-in-law suites; office space; or a workshop. Only the number of cars exceeding occupied garage spaces shall be parked on the driveway. Vehicles parked in the driveway shall be parked such that they are not blocking the sidewalk.

Section 9.33. **Flags**. Display of flags is permitted on Lots only as and to the extent expressly permitted pursuant to this Section 9.33. Each Lot Owner may display one portable, removable United States flag or official flag of the State of Florida in a respectful manner, and one portable, removable official flag, in a respectful manner, not larger than 4.5 feet by 6 feet, which flag represents the United States Army, Navy, Air Force, Marine Corps or Coast Guard or a POW-MIA flag. Each Lot Owner may erect a single freestanding flagpole no more than 20 feet high on any portion of the said Owner's Lot ("Flagpole"), provided the Flagpole does not obstruct sightlines at intersections and is not erected within or upon any

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easement area established, granted, or reserved pursuant to this Declaration or otherwise. Each Lot Owner may further display in a respectful manner from the Flagpole, one official United States flag, not larger than 4.5 feet by 6 feet, and may additionally display one official flag of the State of Florida or the United States Army, Navy, Air Force, Marines or Coast Guard, or a POW-MIA flag. Such additional flag of the State of Florida or the United States Army, Navy, Air Force, Marines or Coast Guard, or a POW-MIA flag, must be equal in size to or smaller than the United States flag. In addition to the foregoing, each Lot Owner may display either one (1) 2-sided decorative house flag or banner, or one (1) 2-sided decorative garden flag or banner, not larger than 29" wide x 44" long. Any such decorative flag or banner may only be displayed via a standard decorative neutral color flag pole or stand; must be professionally made of nylon, denier polyester or similar material; must be in good condition, good taste and not unsightly; unless installed by Declarant or approved in advance by Declarant, may not be used in connection with, as applicable, the advertising, advocating, promotion, marketing, sale or leasing of the Property, the Community, any Lot, Dwelling, Member, Owner, Builder, product, good, service, business, real or personal property, or political party, candidate or cause; and may not directly or indirectly, in anyway whatsoever, defame or cast negative light on or upon the Declarant, the Association, any Builder, the Community, the Property, any Lot, Dwelling, Member, Owner, product, good, service, business, real or personal property, or political party, candidate or cause. Any holiday (e.g., Thanksgiving, Christmas, etc.) or seasonal (e.g., Spring) decorative flags and banners shall be subject to any Rules and Regulations regarding the time periods during which such flags and banners may be displayed. The Flagpole and aforementioned displays are subject at all times to all building codes, zoning setbacks and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances of the County or City, as applicable, and to all setback and locational criteria set forth in the Governing Documents.

Section 9.34. **Holiday Decorations**. The Board may, from time to time, as necessary, adopt reasonable size, location, time, place, manner and other Rules and Regulations with respect to holiday symbols and decorations inside Dwellings or on Lots generally, which Rules and Regulations may include, but shall not be limited to, establishing schedules and time periods during which such displays are allowed. For example, a Rule and Regulation may provide that Christmas displays may not be erected or permitted on any Lot, or to be visible outside any Dwelling, prior to Thanksgiving in the year that the subject Christmas occurs, and must be removed no later than the end of the second week of January of the next calendar year.

Section 9.35. **Approved Builders**. All development, construction and reconstruction of any Dwelling or other improvements on or about a Lot shall be performed by an Approved Builder and/or a Builder approved by Declarant, or by another licensed residential building contractor approved by Declarant or the ARC (after Turnover).

Section 9.36. **Solicitation**. No soliciting shall be allowed at any time within the Property. Owners should notify the Association if a solicitor appears, and appropriate action may be taken by the Board.

Section 9.37. **Yard Sales**. The Board, in its sole and absolute discretion, may designate up to two (2) dates or weekends during each calendar year to hold and promote community-wide yard and/or garage sales. No other yard or garage sales shall ever be permitted to be held at any time within the Community by Owners or residents thereof.

Section 9.38. **Exterior Lighting**. Except as may be installed initially by Declarant or any Approved Builder, or any Builder upon receipt of Declarant's prior written approval, no spotlights, seasonal and special effect lighting, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot which in any way will allow light to be reflected on any other Lot or the improvements thereon or upon any Common Area, or any part thereof without the prior written approval of the ARC and in accordance

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with the Planning Criteria and the Rules and Regulations. Low intensity lighting which does not disturb the Owners or other occupants shall be permitted.

Section 9.39. **Traffic Hazards**. Nothing shall be erected, constructed, planted or otherwise placed in the Community subsequent to the initial construction of Improvements in the Community by Declarant which creates a traffic hazard or blocks the vision of motorists upon any of the Streets or intersections of the Community.

Section 9.40. **Hurricane Shutters**. Any hurricane shutters or other protective devices visible from the outside of a Dwelling (collectively, "Hurricane Shutters") shall be of a type approved in writing by the ARC. Unless applicable law otherwise expressly permits the permanent affixing of same, Hurricane Shutters may only be used on a temporary basis and shall not be stored on the exterior of any Residence. Any approval by the ARC shall not be deemed as an endorsement of the effectiveness of any Hurricane Shutters. Hurricane Shutters may not be left closed for any extended period beyond the time needed to protect the Dwelling from damage caused by a hurricane, tropical storm, or other high winds event (collectively, "Storm Event"). Any approved Hurricane Shutters may be installed or closed up five (5) days prior to the expected arrival of a Storm Event, and must be removed or opened within five (5) days after the end or passing of the Storm Event or as the Board may determine otherwise. Except as the Board may otherwise decide, Hurricane Shutters may not be closed at any time other than a Storm Event. A Lot Owner or occupant who plans to be absent during all or any portion of a hurricane season (i.e., June 1st through November 30th ("Hurricane Season")) must prepare their Dwelling prior to their departure by designating a responsible firm or individual to care for their Dwelling should a Storm Event threaten or damage the Dwelling. Said Lot Owner or occupant must furnish the Association with the names of such firm or individual prior to any Storm Event.

Section 9.41. **Variances**. Declarant and the Board shall have the right and power to grant variances from the provisions of this Article IX and from the Rules and Regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article IX in any instance in which such variance is not granted.

In addition to the aforedescribed Use Restrictions, the Community shall also be subject to any restrictive covenants that are required to be imposed upon the Property in satisfaction of the requirements of the Local Government, or imposed by the Local Government in conjunction with its approval of the Plat ("Local Government Use Restrictions"), which Local Government Use Restrictions shall constitute Use Restrictions for purposes of this Declaration, subject to all of the foregoing terms and provisions of this Article IX, except as and to the extent modified in the following provisions of this Article IX.

Section 9.43. **Games and Play Structures**. All game and play structures, tree houses, trampolines and other recreational equipment and structures shall not be permitted on a Lot unless located at the rear of the Residence on the Lot so they cannot be seen from any Street. All bicycles, toys, temporary roll-out basketball hoops and backboards, and other outdoor recreational equipment must be taken inside the Residence when not in use. No permanent basketball standards, hoops, backboards or similar structures may be placed on any Lot.

ARTICLE X

STORMWATER MANAGEMENT

Section 10.01. **Association**.

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A. Pursuant to Section 617.0302(11) of the Florida Statutes, the Association, as a corporation not-for-profit organized under Chapter 617 of the Florida Statutes, has the power to sell, convey, mortgage, pledge, lease, exchange, transfer or otherwise dispose of all or any part of its property and assets.

B. Pursuant to Section 617.0302(2) of the Florida Statutes, the Association, as a corporation not-for-profit organized under Chapter 617 of the Florida Statutes, has the power to sue and be sued and appear and defend in all actions and proceedings in its corporate name to the same extent as a natural person.

C. At Common Expense, the Association shall have the authority at all times to contract for services to provide for operation and maintenance services concerning the Common Areas, the Stormwater or Surface Water Management System, any Association property, and the Association generally.

D. Unless conveyed to the Lawson Dunes CDD, the Association shall operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of the Permit and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

E. The Association shall levy and collect adequate Assessments (e.g., Annual Assessments and Special Assessments) against Members of the Association for the cost of maintenance, operation, and replacement of the Stormwater Management System. The Assessments shall be used for the maintenance and repair of the Stormwater Management Systems and mitigation or preservation areas, including but not limited to work within retention areas, drainage structures and drainage easements.

F. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code, and the District Applicant's Handbook Volume I, Section 12.3, and be approved by the District prior to such termination, dissolution or liquidation.

G. In the event of conveyance of the Stormwater Management System to the Lawson Dunes CDD, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by the Lawson Dunes CDD and be approved by the District prior to such conveyance.

H. Existence of the Association shall commence with the filing the Articles with the Secretary of State, Tallahassee, Florida, and the Association shall thereafter exist in perpetuity. However, if the Association is dissolved, the Stormwater Management System, any property containing the Stormwater Management System, and all water management portions of Common Areas, shall be conveyed to an entity meeting the requirements of subsection C directly above.

I. As provided elsewhere herein, this Declaration shall run with and bind and benefit the Property for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years, unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is Recorded in the Public Records.

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J. A "Recorded Notice of Environmental Resource Permit," Form No. 62-330.090(1), Florida Administrative Code, shall be Recorded in the Public Records. If Rules are promulgated a copy of the Permit shall be attached to said Rules as an exhibit. The Registered Agent for the Association will maintain a copy of the Permit and copies of all further permitting actions for the benefit of the Association.

Section 10.02. Ownership/Control, Maintenance, and General Use of Stormwater Management System.

A. Unless conveyed to the Lawson Dunes CDD, the Association will own the Stormwater Management System. The Stormwater Management System is located on land that is designated as Common Area, is located on land that is owned by the Association, or is located on land that is subject to a perpetual easement in favor of the Association and its successors such that the Association has the perpetual right to operate and maintain the Stormwater Management System.

B. Unless conveyed to the Lawson Dunes CDD, the Association shall be responsible for the maintenance, operation and repair of the Stormwater Management System as described herein. It is the responsibility of the Association to operate and maintain the Stormwater Management System. Maintenance of the Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the District. The Association shall be responsible for such maintenance and operation. Any repair or reconstruction of the Stormwater Management System shall be as permitted, or if modified as approved by the District. If monitoring and/or maintenance of wetland mitigation areas are required by the Permit, the Association, at Common Expense, or the Lawson Dunes CDD, shall be perpetually responsible for carrying out said monitoring and/or maintenance to complete any necessary or required tasks successfully, including meeting all conditions associated with said wetland mitigation, maintenance, and monitoring.

C. To the extent not included in the areas required to be maintained by the Association pursuant to Section 10.02.B above, each Owner shall, at that Owner's expense, grass over, provide routine landscape maintenance, mow and keep free of trash and debris, on a routine basis, those portions of the Stormwater Management System located on or within that Owner's Lot (whether or not included in a platted drainage easement depicted on any Recorded Plat), failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. Each Owner shall be responsible for the "Maintenance, Operation and Repair" (as that term is defined below) of the swales, if any, on the Owner's Lot, failing which the Association shall perform the required maintenance and may levy an Individual Assessment to cover the costs thereof. The term "Maintenance, Operation and Repair", as used in this Declaration, shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted or required by the Permit or the District. Filling, excavation, or construction of fences, or the existence of anything else that interferes with drainage or otherwise obstructs the surface water flow in the swales is prohibited. No alteration of the swale shall be authorized and any damage to any swale, whether caused by natural or human-induced phenomena, shall be repaired and the swale returned to its former and proper condition as soon as possible by the Owner(s) of the Lot(s) upon which the swale is located, failing which the Association shall perform the required repair and may levy an Individual Assessment to cover the costs thereof.

D. Unless first approved by the ARC and the District, no Owner, including Declarant, may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Declarant or the Association from, on or across any Lot, Common Area, Areas of Common Responsibility or any easement area; nor shall any structure or material be erected, placed or maintained

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which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affects the drainage of or to neighboring Lots or the Common Area, or any Areas of Common Responsibility.

E. It shall be the responsibility of each Owner, at the time of construction of the Dwelling or any other structure or building on that Owner's Lot, to comply with the approved construction plans for the Stormwater Management System on file with the District.

F. Fences may only be permitted within drainage easements on an Owner's Lot so long as the fence does not block or impede the flow of water through the drainage easement area. With regard to any fences permitted within drainage easements pursuant to the terms hereof, the Owner of the subject Lot shall be responsible for removal/replacement of the fence or any portion thereof if removal of same is required in connection with any maintenance, repair, construction or installation concerning the drainage easement area or the Stormwater Management System. Notwithstanding the foregoing, if the Owner of the subject Lot fails to timely remove any such fence or portion thereof, the Declarant, the Association and any Governmental Authority (including, but not limited to, the District) may remove such fence or portion thereof, in its discretion, without any liability whatsoever to said Owner, whereupon the fence or portion thereof may be disposed of, and without the party removing the fence or any portion thereof being required to thereafter reinstall or replace said fence or portion thereof.

G. ALL OWNERS ARE HEREBY ADVISED THAT A PERMIT FROM THE DISTRICT WILL BE REQUIRED IF ANY OF THE FOLLOWING ITEMS ARE PROPOSED: (I) ANY ALTERATION TO THE STORMWATER MANAGEMENT SYSTEM; OR (II) ENCROACHMENT INTO THE WETLANDS, WETLAND BUFFERS OR ADJACENT OFF-SITE PROPERTY LINE BUFFERS.

Section 10.03. Easements for Access and Drainage.

A. The Association or the Lawson Dunes CDD, as applicable, shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access thereto and to operate, maintain or repair the system. By virtue of said easement, the Association or the Lawson Dunes CDD, as applicable, shall have the right to enter upon any portion of any Lot which is a part of the Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Stormwater Management System as required by the Permit, subject to any maintenance responsibilities assumed by any Governmental Authorities. Additionally, the Association or the Lawson Dunes CDD, as applicable, shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System. No person shall alter the drainage flow of the Stormwater Management System, including buffer areas or swales, without the prior written approval of the Association or the Lawson Dunes CDD, as applicable, and the District.

B. Each Owner (including Declarant) shall have a non-exclusive right and easement of use and enjoyment to drain across the Stormwater Management System in accordance with the Permit, District rules, and the Rules and Regulations.

Section 10.04. Amendment to Declaration. Any Amendment to this Declaration which alters the Stormwater Management System, beyond maintenance in its original condition, including mitigation or preservation areas and the water management portions of the Common Areas, must have the prior approval of the District. Any proposed Amendment to this Declaration affecting the Stormwater Management System (including environmental conservation areas and the water management portions of the Common Areas) shall be submitted to the District for a determination of whether the Amendment necessitates a modification of the Permit. If a modification is necessary, the District will so advise the Permit's permittee.

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The Amendment affecting the Stormwater Management System may not be finalized until any necessary Permit modification is approved by the District or the Association is advised that a modification is not necessary.

Section 10.05. Enforcement. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Stormwater Management System. The District has the right to take enforcement action, including a civil action for an injunction and penalties, against the Association to compel it to correct any outstanding problems with the Stormwater Management System facilities or in mitigation or conservation areas under the responsibility or control of the Association.

ARTICLE XI

ADDITIONAL COVENANTS AND RESTRICTIONS

No Owner may impose any additional covenants, conditions or restrictions on any part of the Property without the prior written approval of Declarant, for so long as Declarant owns any Lots, and thereafter, without the prior written approval of the Board.

ARTICLE XII

AMENDMENT

Section 12.01. Amendment by Members.

A. Amendment by Written Instrument. This Declaration may be amended (an "Amendment") at any time by the holders of a simple majority of the votes in the Association (without regard to membership class). Upon approval of an Amendment in accordance with the preceding sentence, the Board shall direct the appropriate Officer, agent or employee of the Association to have a written instrument prepared in recordable form which instrument shall set forth the text of the approved Amendment, and which Amendment shall also comply with all requirements of the Association Act. Upon execution of the Amendment by the holders of at least a simple majority of the votes in the Association (without regard to membership class), the Board shall direct the appropriate Officer, agent or employee of the Association to Record the Amendment in the Public Records. The Amendment will be deemed effective upon Recording.

B. Amendment by Vote at a Duly-Authorized Meeting. An Amendment may be proposed by Declarant or an Approved Builder (before or after Turnover), the Association, or after Turnover, through a petition signed by ten percent (10%) of the Owners. If a proposed Amendment is to be adopted by a vote, a written copy of the proposed Amendment shall be furnished to each Owner at least thirty (30) days, but not more than ninety (90) days, prior to a duly-authorized meeting called to discuss the proposed Amendment. To pass, the proposed Amendment shall be approved upon the affirmative vote of at least a simple majority of the membership casting votes (either in person or by proxy) (as governed by Section 12.01.A herein) at a meeting duly called to consider the proposed Amendment. Upon the approval of an Amendment pursuant to this Section 12.01.B, the President and Secretary shall execute a written instrument in recordable form which shall set forth the text of the Amendment, the effective date of the Amendment, the date of the meeting of the Association at which such Amendment was adopted, the date that notice of such meeting was given, the total number of votes cast at the meeting (either in person or by proxy), the total number of votes necessary to adopt the Amendment, the total number of votes cast for the Amendment, and the total number of votes cast against the Amendment. The written Amendment executed

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by the President and Secretary shall be Recorded in the Public Records. The Amendment will be deemed effective upon Recording.

C. Amendment by Declarant. Until such time as Turnover occurs, Declarant specifically reserves the absolute and unconditional right to alter, modify, change, revoke, rescind, amend, restate or cancel all or any portion of this Declaration (or any of the other Governing Documents) or the restrictive covenants contained in this Declaration (or in any of the other Governing Documents); provided, however, that to be valid and enforceable, any such amendment by Declarant must: (i) be joined in and consented to in writing by all Approved Builders, and (ii) may not be arbitrary, capricious or in bad faith, destroy the general plan of development of the community, prejudice the rights of existing Non-Declarant Members to use and enjoy the benefits of Common Area, or materially shift economic burdens from the Declarant to the existing Non-Declarant Members. Following Declarant's relinquishment of control of the Association, this Declaration may only be amended pursuant to the provisions of such Section 12.01.A and Section 12.01.B hereof.

Section 12.02. Restrictions on Amendments. Notwithstanding anything to the contrary contained in Section 12.01 hereof, no Amendment to this Declaration may: (i) remove, revoke or modify any right or privilege of Declarant without the prior express written consent of Declarant or the assignee of any such right or privilege which consent may be granted, conditioned or denied in such party's absolute and sole discretion; (ii) impair the validity or priority of the lien of any Mortgage or impair the rights granted to Mortgagees herein without the prior written consent of such Mortgagees; (iii) to the extent that any provision of the Declaration has been included to satisfy a condition of approval of a planned development, preliminary subdivision plan, development order or a subdivision plat of the property, such provision shall not be changed, amended, modified or otherwise deleted or eliminated without the prior written consent of the applicable Governmental Authority; (iv) result in or facilitate a termination of the Association's obligation to maintain the Common Area; (v) remove, revoke or modify any right or privilege of Approved Builder without the prior express written consent of Approved Builder or the assignee of any such right or privilege; (vi) amend Section 9.18(B) herein without the prior written consent of those Owners leasing their Dwellings at the time such amendment is proposed; or (vii) change, amend, modify, eliminate or delete the restrictions contained in this Section 12.02. Additionally, any proposed Amendment which would have the effect of materially altering the general plan of development for the Development or which would materially prejudice the Owners' rights to use and enjoy the benefits of the Common Area, shall require the unanimous written consent of all Owners. No Amendment shall be permitted that would violate the Association Act.

Section 12.03. Recording of Amendments. Any amendment to a Governing Document shall be recorded by the Declarant or the Board, as applicable, in the Public Records to the extent required by Section 720.306(1)(e) of the Florida Statutes (2018).

ARTICLE XIII

HUD/FHA/VA AND DISTRICT APPROVAL RIGHTS

Notwithstanding anything in this Declaration to the contrary, as long as there exists a Class "B" membership, if any one or more of the U.S. Department of Housing and Urban Development (HUD), the Federal Housing Administration (FHA), the U.S. Department of Veterans Affairs (VA), the District or any successor department or agency of any of the foregoing, requires approval or consent by it or them to annexation of Additional Property, any merger or consolidation involving the Association, the placing of any mortgage lien on the Common Area, dedication to the public of any Common Area, any Amendment, or dissolution of the Association, by any one or more of said agencies as a condition of making, insuring or purchasing loans on Dwellings in the Property, and any such loan has been approved, insured, guaranteed

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or purchased by the applicable agency at the time of the proposed annexation, merger, consolidation, mortgaging, dedication, Amendment or dissolution, then the required consent or approval shall be obtained.

ARTICLE XIV

DURATION AND TERMINATION

This Declaration shall run with and bind and benefit the Property, and shall inure to the benefit of and be enforceable by Declarant, the Association and any Owner, and their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the Effective Date, after which time this Declaration and each Supplemental Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the commencement of any 10-year extension period an instrument properly executed and signed by the Owners of eighty percent (80%) of the Lots and agreeing to terminate this Declaration is Recorded in the Public Records.

ARTICLE XV

ENFORCEMENT

Section 15.01. Compliance by Owners. Every Owner and all guests, tenants, subtenants, occupants, licensees, and guests and invitees of any Member, shall comply with the restrictions and covenants set forth in this Declaration and any and all Rules and Regulations which from time to time may be adopted.

Section 15.02. Enforcement. Failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with the restrictions and covenants set forth in this Declaration or the Rules and Regulations applicable to the Owner, the Lot, the Dwelling or the Property, shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Owner shall be responsible for all costs and expenses of enforcement, including, but not limited to, attorneys' and paralegals' fees actually incurred and court costs, fees and expenses. If any person shall violate or attempt or threaten to violate the provisions of this Declaration, it shall be lawful for Declarant, any Owner, or the Association: (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate the provisions of this Declaration; (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting or threatening to violate the provisions of this Declaration, for the purpose of preventing or enjoining all or any such violations or attempted or threatened violations; or (c) to maintain a proceeding for any other equitable or legal recourse or remedy available at law or in equity to address or prevent the violation or attempted or threatened violation of this Declaration. In addition, whenever there shall have been built or there shall exist on any Lot any structure, building, thing or condition which violates the provisions of this Declaration, Declarant or the Association (but not any Owner) shall have the right, but not the obligation, to enter upon the Lot where such violation exists and summarily abate and remove the same, all at the expense of the Owner of such Lot, which expense shall constitute an Individual Assessment, and such entry and abatement or removal shall not be deemed a trespass or make Declarant, the Board, or Association, or the directors, officers, members, agents, employees, contractors or subcontractors of any of the foregoing, liable for any damages on account thereof. The remedies contained in this Section 15.02 shall be cumulative of all other remedies now or hereafter provided by law, in equity, or by virtue of this Declaration. The failure of Declarant, the Board, the Association, or an Owner to enforce any covenant, restriction, obligation, right, power, privilege or reservation contained in this Declaration, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation occurring prior or subsequent thereto.

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Section 15.03. Fines; Suspension. In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board of Directors, (A) a fine or fines may be imposed upon an Owner for failure of an Owner or that Owner's tenants, subtenants, occupants, licensees, invitees and guests to comply with any condition, covenant or restriction contained in this Declaration or any Rule or Regulation, and (B) the Association shall have the right to suspend for a reasonable period of time the rights of use of the Common Area and the facilities located thereon (except for vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park of defaulting Owners) provided that before imposing any fine or suspension, the following procedures are adhered to:

A. Notice. The Association shall notify the Owner of the alleged infraction or infractions. Included in the notice shall be the date and time of a hearing of a committee of at least three (3) Members who are appointed by the Board of Directors (the "Committee"), at which time the Owner may present reasons why a fine(s) or suspension should not be imposed. The members of the Committee shall not be Officers, Directors or employees of the Association, or the spouse, parent, child, brother or sister of an Officer, Director or employee of the Association. At least fourteen (14) days' notice of such meeting shall be given.

B. Hearing. The alleged non-compliance shall be presented to the Committee after which the Committee shall hear reasons why a fine(s) or suspension should not be imposed. A written decision of the Committee shall be submitted to the Owner by not later than twenty-one (21) days after the Committee's hearing. The Owner shall have a right to be represented by counsel and to cross examine witnesses. If the Committee does not approve a proposed fine or suspension by majority vote, it may not be imposed.

C. Amounts. The Board of Directors (if the Committee's findings are made against the Owner) may impose a suspension or a fine in the form of Special Assessments against the Lot owned by the Owner as follows:

(i) For each separate violation, a fine not exceeding One Hundred Dollars ($100.00). Each day that there exists on any Lot any structure, thing or condition which violates this Declaration shall be considered a separate violation.

(ii) Because Declarant intends that the Property be developed and occupied as a high-end residential development, it is important that the Association have the authority and leeway to enforce the covenants, conditions and restriction set forth in the Governing Documents and the Rules and Regulations by meaningful fines. Therefore, fines may exceed One Thousand and No/100 Dollars ($1,000.00) in the aggregate and there shall be no limit on the aggregate amount of fines that may be levied for continuing violations of the covenants, conditions and restriction set forth in the Governing Documents or in the Rules and Regulations.

D. Payment and Collection of Fines. Any Owner against whose Lot fines have been levied shall remit such fines to the Association within thirty (30) days of receiving notice of such fines from the Association. The Association may pursue legal and equitable remedies to recover such fines. Fines shall be treated as an Individual Assessment subject to the provisions for the collection of Individual Assessments, and the lien securing same, as set forth herein.

E. Application of Proceeds. All moneys received from fines shall be allocated as directed by the Board of Directors.

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F. Non-exclusive Remedy. These fines and suspensions shall not be construed to be exclusive, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any fines paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by Law from such Owner.

G. CPI. Unless limited by Law, specific dollar amounts stated in this Section 15.03 shall increase from time to time by application of a nationally recognized consumer price index chosen by the Board of Directors, using the year of the Effective Date as the base year. In the event no such consumer price index is available, the Board shall choose a reasonable alternative to compute such increases.

H. Suspension of Voting Rights. In accordance with Florida law, the Association may suspend the voting rights of a Member for the nonpayment of regular Annual Assessments that are delinquent in excess of ninety (90) days.

ARTICLE XVI

DAMAGE OR DESTRUCTION TO COMMON AREA

Damage to or destruction of all or any portion of the Common Area shall be addressed in the following manner, notwithstanding any provision in this Declaration to the contrary:

Section 16.01. Sufficient Insurance Proceeds. In the event of damage to or destruction of the Common Area, if the insurance proceeds are sufficient to effect total restoration, then the Association shall cause such portions of the Common Area to be repaired and reconstructed substantially as previously existed prior to such damage or destruction.

Section 16.02. Insufficient Insurance Proceeds. If the insurance proceeds are not sufficient to effect total restoration of the Common Area, then the Association shall cause such portions of the Common Area to be repaired and reconstructed substantially as they previously existed (or with such modifications as may be approved by the Board in its sole discretion) and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment against each of the Owners in accordance with the provisions of Article VI of this Declaration.

Section 16.03. Negligence or Willful Misconduct. Each Owner shall be liable to the Association for the cost to repair any damage to the Common Area not fully covered by collected insurance which may be sustained by reason of the negligence, willful misconduct or wrongdoing of any Owner or that Owner's tenants, subtenants, occupants, licensees, guests or invitees. In addition, the Association shall have the right to charge any Owner for the increase, if any, in any insurance premiums attributable to damage caused by such Owner or that Owner's tenants, subtenants, occupants, licensees, guests or invitees. The sums due from an Owner hereunder shall be an Individual Assessment against the Owner and that Owner's Lot and may be collected as provided elsewhere in this Declaration for the collection of Individual Assessments.

ARTICLE XVII

MORTGAGEE PROTECTION

Section 17.01. Records and Notices. The Association shall make available to all Owners and to all Mortgagees and guarantors of any Mortgages, for inspection, upon request, during normal business hours or as set forth in the Rules, current copies of the Governing Documents and the books and records of the

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Association (including the Budget). All Mortgagees and guarantors of any Mortgages shall be entitled, upon prior written request, which request shall state the name and address of such holder, insurer, or guarantor, and to identify with particularity the encumbered Lot: (i) to receive a copy of the Association's financial statement for the immediately preceding Fiscal Year; (ii) to receive notice from the Association of an alleged default by any Owner in the performance of such Owner's obligations under the Governing Documents, which default is not cured within thirty (30) days after the Association learns of such default and to the extent that the Mortgagee, insurer and/or guarantor has an interest, by virtue of the Mortgage, in the Lot owned by the defaulting Owner; and (iii) to receive notice of any substantial condemnation loss or any casualty loss which affects a material portion of the Property or which affects the Lot(s) on which there is a Mortgage held, insured, or guaranteed by such Mortgagee.

Section 17.02. Adverse Events.

A. Any Mortgagee, insurer or guarantor of a Mortgage shall have, if first requested in writing, which request shall state the name and address of such holder, insurer or guarantor, and to identify with particularity the encumbered Lot, to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Common Area, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Lot in which said holder, insurer or guarantor has an interest, and (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

B. Any failure by the Association to furnish any notice under this Section 17.02 hereof shall not result in liability of the Association because such notice is given as a courtesy to a requesting Mortgagee and guarantors of any Mortgages, and the furnishing of such notice is not an obligation of the Association to any Mortgagee or guarantors of any Mortgages.

Section 17.03. Failure of Mortgagee to Respond. Any Mortgagee or guarantors of any Mortgage who receives a written request from the Board to respond to or consent to any action shall be deemed to have approved such action if the Association does not receive a written response from the Mortgagee within sixty (60) days of the date of the Association's request, provided such request is delivered to the Mortgagee by certified or registered mail, return receipt requested.

ARTICLE XVIII

GENERAL PROVISIONS

Section 18.01. Notice. Any notice required to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 18.02. Enforcement. Without limiting the generality of Article XV, enforcement of the covenants and restrictions of the Declaration and the other Governing Documents may be accomplished by any proceeding at law or in equity against any person or persons violating or attempting or threatening to violate any condition, covenant or restriction of the Declaration or the other Governing Documents, either to restrain violation or to recover damages, and against the Lots to enforce any lien created by the conditions, covenants and restrictions of this Declaration; and failure to enforce any condition, covenant or restriction of the Declaration or the other Governing Documents shall in no event be deemed a waiver of the right to do so thereafter.

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Section 18.03. Interpretation. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions and interpretation or construction of this Declaration. Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular, and the masculine, feminine and neuter genders shall each include the others.

Section 18.04. Severability. If any clause or provision of any Governing Document is deemed by a court of law illegal, invalid, or unenforceable under any present or future Law, the remainder of such Governing Document shall not be affected thereby. It is the intention of Declarant that if any such provision of any Governing Document is held to be illegal, invalid, or unenforceable, there shall be added in lieu thereof a provision as similar in terms to such provision as is possible and still be legal, valid and enforceable.

Section 18.05. Effective Date. This Declaration shall become effective on the Effective Date.

Section 18.06. Conflict. As more specifically addressed below, this Declaration shall take precedence over conflicting provisions in the Articles and Bylaws and the Rules and Regulations, said Articles shall take precedence over conflicting provisions in the Bylaws and the Rules and Regulations, said Bylaws shall take precedence over conflicting provisions in the Rules and Regulations, and the Rules shall take precedence over conflicting provisions in the Planning Criteria.

Section 18.07. Cooperation. Each Owner (other than an Approved Builder), by acceptance of a deed conveying a Lot to the Owner or other conveyance thereof, whether or not it shall be so expressed in such deed or other conveyance, shall be deemed to covenant and agree with Declarant, to cooperate in, and support, any and all zoning, administrative, governmental and/or quasi-governmental filings, applications, requests, submissions and other actions deemed necessary, convenient or desirable by Declarant for development and/or improvement of the Property, including, without limitation, signing any required applications, subdivisions plats, etc., as the owner of any portion of the Property owned or controlled thereby when necessary or requested to do so by Declarant.

Section 18.08. Easements. Should the intended creation of any easement provided for in this Declaration fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Association as agent for such intended grantees for the purpose of allowing the original party or parties to whom the easements were originally intended to have been granted the benefit of such easement and the Owners hereby designate Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such Owners' behalf as may hereafter be required or deemed necessary or convenient for the purpose of later creating such easement as it was intended to have been created herein. All parties using easements granted in this Declaration shall use reasonable efforts to minimize interference with all other permitted uses of the easements and the property subject thereto and shall restore any damage to such property caused in the exercise of any rights granted in any such easement.

Section 18.09. No Public Right or Dedication. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any part of the Common Area to the public or for any public use.

Section 18.10. Constructive Notice and Acceptance. Every person who owns, occupies or acquires any right, title, estate or interest whatsoever in or to any Lot, shall be conclusively deemed to have consented and agreed to every limitation, restriction, easement, reservation, condition, lien and covenant contained in this Declaration, whether or not any reference hereto is contained in the instrument by which such person acquired such interest in such Lot.

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Section 18.11. Execution of Documents Required by the Local Government. Declarant's plan for the development of the Development may require from time to time the execution of certain documents required by the Local Government. To the extent that said documents require the joinder of any or all Owners each of said Owners (other than an Approved Builder), by virtue of said Owner's acceptance of a deed to the Owner's Lot or other conveyance thereof, does irrevocably give and grant to Declarant, or any of its officers individually, full power of attorney to execute said documents as the Owner's agent and in the Owner's place and stead.

Section 18.12. Construction. This Declaration may be amended without amending any of the other Governing Documents. The provisions of the Governing Documents shall be liberally construed so as to effectuate the purposes herein expressed with respect to the efficient operation of the Association and the community; to effectuate the purpose of creating a uniform plan for the operation of the Property; for the preservation of the value of the Property; and the protection of Declarant's rights, benefits and privileges contemplated herein, in the other Governing Documents and under the Association Act, to the fullest extent permitted by Florida law. If there is or should there ever be any conflicts between Florida law and the terms and provisions of the Governing Documents, or between the terms and provisions of more than one Governing Document, then the following order of priority and governance shall prevail, but only as necessary to resolve such specific conflict(s): (A) Florida law; (B) this Declaration; (C) any Supplemental Declaration (in the event that there are multiple Supplemental Declaration, then the order of priority and governance of such Supplemental Declarations shall be based upon Recording order); (D) the Articles; (E) the Bylaws; (F) the Planning Criteria; and (G) the Rules and Regulations. If a Governing Document of a higher priority and governance, as established above, is amended in such a way that the terms and provisions of such Governing Document conflict with the terms and provisions of any lower priority Governing Documents, as established above, then the lower priority Governing Documents shall be deemed automatically and simultaneously amended with the amendment of the higher priority Governing Document, so that such lower priority Governing Documents may be read and interpreted to be consistent with the higher priority Governing Document. In no event shall any lower priority Governing Documents be amended if such amendment would conflict with the terms and provisions of any higher priority Governing Document, and any such purported amendment shall be automatically ineffective and void. Notwithstanding that some or all of the Governing Documents may have been prepared, initially, at the direction of Declarant, and notwithstanding any rule of construction to the contrary, the Governing Documents shall not be more strictly construed or interpreted against Declarant or any of Declarant's affiliates than against any other person or entity.

Section 18.13. Assignment of Rights and Duties. Declarant hereby expressly reserves and shall hereafter have the right to assign all or any part of the rights, powers, benefits and reservations under the Governing Documents and under the Association Act to any corporation, company, partnership, firm or any other legal entity of any kind, character or nature, whatsoever, that has or acquires fee simple interest in any part of the Property, and that accepts and assumes in writing the duties and liabilities of Declarant pertaining to the particular rights, powers, benefits and reservations so assigned ("Assignee"). Upon the Recording of such instrument of assignment and assumption in the Public Records ("Assignment and Assumption"), Assignee shall, to the extent expressly set forth in such Assignment and Assumption, have the same rights, powers, benefits and reservations of Declarant, and be subject to the same obligations, duties and liabilities of Declarant as are herein or under the Association Act given to, accepted and assumed by Assignee, as the case may be. Declarant hereby expressly reserves and shall hereafter have the right to appoint or designate one or more Co-Declarants, subject to the terms and conditions of the specific Assignment and Assumption appointing such Co-Declarant(s). Notwithstanding anything to the contrary contained herein, in any Assignment and Assumption or otherwise, to the extent that any rights and liabilities of Declarant under this Declaration and under the Association Act are not expressly assigned and assumed pursuant to an Assignment and Assumption, such rights and liabilities shall remain Declarant's rights and liabilities.

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Section 18.14. **Breach Shall Not Permit Termination**. No breach of this Declaration shall entitle any Member or Owner to cancel, rescind or otherwise terminate this Declaration, but such limitation shall not affect in any manner any other rights or remedies which such Member or Owner may have hereunder by reason of any breach of this Declaration. Any breach of any of said covenants or restrictions, however, shall not defeat or render invalid the lien of any Mortgage, but such covenants or restrictions shall be binding upon and effective against such Owner of any of said Property or any portion thereof whose title thereto is acquired by foreclosure, deed in lieu, trustee sale or otherwise.

Section 18.15. **Negation of Partnership**. None of the terms, conditions or provisions of this Declaration shall be deemed to create a partnership between or among the Owners, Members, Association or Declarant, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each such entity shall be considered a separate entity and no such entity shall have the right to act as an agent for another unless expressly authorized to do so herein or by separate instrument signed by the party(ies) to be charged.

Section 18.16. **Attorney Fees**. In the event of the institution of any legal proceedings for any violation or attempted or threatened violation of any of the terms, covenants, restrictions and conditions contained herein, or concerning the interpretation or application of any of the foregoing to any person or property, or for the collection of any sums due and payable hereunder, or for the foreclosures of any liens provided for herein, the prevailing party(ies) shall be entitled to recover all expenses incurred in connection therewith, including, but not limited to, reasonable attorneys' fees, legal fees and other costs and expenses of litigation connected therewith, which fees, costs and expenses shall include those caused by reason of any appellate proceeding, re-hearing, appeal, post-judgment action or otherwise, from the non-prevailing party(ies).

Section 18.17. **No Vested Rights**. Each Owner by acceptance of a deed to a Lot irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that Declarant and the Association shall have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the Effective Date or except as expressly set forth herein.

Section 18.18. **Community Signage**. Declarant may, but is not obligated, in its sole discretion, to construct or otherwise install signage at any entrance(s) of the Community which identifies the Community and includes a notation indicating that the Community was developed by Declarant (or some similar reference to an entity affiliated with Declarant), including the use of any particular logos and/or trademarks utilized by Declarant, and convey any such signage to the Association along with a non-exclusive license to use the logos and/or trademarks depicted on the signage (but only for purposes of maintaining such logos/trademarks in the manner depicted on the signage at the time of conveyance and for no other purpose, such license being revocable by Declarant at any time). If any such signage is constructed/installed and conveyed to the Association or the Lawson Dunes CDD, the Association, at Common Expense, or the Lawson Dunes CDD, shall thereafter perpetually maintain such signage, at Common Expense, including perpetually maintaining the notation that the Community was developed by Declarant (or some similar reference to an entity affiliated with Declarant) in the same presentation as was utilized when such signage was conveyed to the Association, until such time as the Declarant may determine, in its sole and absolute discretion, that it no longer wishes to be referenced on the signage (upon which the Association shall, at Common Expense, remove such references). In addition to the foregoing, Declarant may elect at any time (prior to or after Turnover) to itself remove any such references on the signage, and Declarant hereby reserves any such rights and easements that are necessary to allow Declarant to do so. Declarant, via a Recorded instrument, may assign its rights under this Section 18.18 to any entity related to or affiliated with Declarant, or to one or more Builders.

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ARTICLE XIX

DISCLAIMERS

Section 19.01. Disclaimer of Representations or Warranties. EXCEPT AS EXPRESSLY PROVIDED IN THIS DECLARATION, NO REPRESENTATION OR WARRANTY OF ANY KIND OR NATURE WHATSOEVER, WHETHER EXPRESS OR IMPLIED, HAS BEEN GIVEN OR MADE BY DECLARANT OR ANY APPROVED BUILDER, OR ANY OF THEIR DIRECTORS, OFFICERS, MEMBERS, SHAREHOLDERS, AGENTS OR EMPLOYEES (OR THE SUCCESSORS OR ASSIGNS OF ANY OF THE FOREGOING) IN CONNECTION WITH THE PROPERTY (INCLUDING ANY LOT, DWELLING, COMMON AREA OR AREAS OF COMMON RESPONSIBILITY), ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, MERCHANTABILITY, HABITABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES, REGULATION THEREOF OR OTHERWISE. IF ANY SUCH REPRESENTATION OR WARRANTY CANNOT LAWFULLY BE DISCLAIMED, AND AS TO ANY CLAIMS WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, PRESUMPTIVE AND SPECIAL DAMAGES ARISING THEREFROM ARE HEREBY FULLY, FOREVER AND IRREVOCABLY WAIVED AND DISCLAIMED.

Section 19.02. Retaining Walls. Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) acknowledges and agrees that elevation changes within the Property may have necessitated or required, or in the future may necessitate or require, the construction or installation of one or more retaining walls on or about the Property (collectively, "Retaining Wall(s)"). In connection with any such Retaining Walls, each Owner, occupant, tenant, subtenant, invitee, licensee or guest of any Lot or of the Property generally agrees to and shall: (a) exercise caution and care when around or near any Retaining Walls; and (b) not utilize any Retaining Wall or part thereof in any way, including, by way of example but not limitation, by climbing, scaling or walking on a Retaining Wall; by affixing lights or hanging baskets or decorations on or to a Retaining Wall; by striking, piercing or damaging a Retaining Wall; or by otherwise directly or indirectly interfering with the intended purpose of any Retaining Wall. Without express prior written approval of the ARC, digging is prohibited within all easement areas adjacent to any Retaining Walls, as shown on the Plat, or as established by any written instrument Recorded by Declarant or the Association.

Section 19.03. Safety. Neither the Declarant, any Approved Builder, the Association nor any of their respective partners, members, officers, directors, employees or agents shall, in any manner or way, whatsoever, be considered as or deemed or construed to be insurers or guarantors of the personal safety or security of any persons, including, without limitation, any Owner or Member or any tenant, guest, invitee, employee, agent or family member of such Owner or Member, or of any property, whether real, personal or otherwise, from time to time located within or upon the Property or any portion thereof. Accordingly, neither the Declarant, any Approved Builder, the Association nor any of their respective partners, members, officers, directors, employees or agents shall be responsible or held liable or accountable for the injury or death of any person or for the loss of or damage to any property by reason or on account of the failure of the Declarant, any Approved Builder or the Association to limit or control access to the Property or any Retaining Walls, or by reason or on account of the ineffectiveness of any activities directed, conducted, maintained, or supported by the Declarant, any Approved Builder or Association from time to time for such purposes. In this regard, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees or family members of such Owner, shall, by virtue of the acceptance of a deed or other conveyance of a Lot or any other portion of the Property, be deemed to have acknowledged, understood and agreed to the foregoing and further: (i) that notwithstanding any efforts or activities on the part of the Declarant, any Approved Builder or the Association from time to time to limit or control access to the

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Property in general and any Retaining Wall in particular, each Owner and Member, for itself and on behalf of any tenants, employees, agents, guests, invitees and family members of such Owner or Member: (a) shall take title to its Lots or any other part of the Property subject to, and hereby assumes, all risk of personal injury or death and damage to or loss of property, of whatever nature, while present or situate within or upon the Property; and (b) waives, and forever and irrevocably releases Declarant, any Approved Builder and the Association from, any and all claims, losses, damages, causes of action or liabilities of any kind, character, or nature whatsoever with respect to any personal injury or death or damage to or loss of property while present or situate within or upon the Property; and (ii) that neither Declarant, any Approved Builder or the Association, nor any of their respective partners, members, officers, directors, employees or agents have made, nor has any Owner or Member, or any of Owner's or Member's tenants, employees, agents, guests, invitees or family members relied upon, any representation or warranty, whether express or implied, pertaining to: (A) the safety of the Property; or (B) the effectiveness of any activities directed, conducted, maintained or supported by the Declarant, any Approved Builder, or the Association from time to time in order to limit or control access to the Property in general and any Retaining Walls in particular.

Section 19.04. Wet and Dry Retention Areas. Neither the Declarant, any Approved Builder or the Association make any representation concerning the current or future water levels in any of the wet or dry retention areas within the Community; provided, further, neither the Declarant, any Approved Builder or the Association bear any responsibility to attempt to adjust or modify the water levels since such levels are subject to seasonal groundwater and rainfall fluctuations that are beyond the control of the Declarant, any Approved Builder and the Association. By acceptance of a deed to a Dwelling or Lot, each Owner acknowledges that the water levels of all wet or dry retention areas may vary. There is no guarantee by Declarant, any Approved Builder or the Association that water levels will be constant or aesthetically pleasing at any particular time; at times, water levels may be nonexistent. Declarant, any Approved Builder and the Association shall not be obligated to erect fences, gates or walls around or adjacent to any wet or dry retention areas within the Community.

Section 19.05. General.

A. Notwithstanding anything to the contrary or otherwise contained in the Governing Documents, neither the Association, the Board, any Approved Builder nor Declarant shall be liable or responsible for, or in any manner considered or deemed a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Property including, without limitation, residents and their families, agents, employees, contractors, subcontractors, licensees, tenants, subtenants, occupants, guests or invitees, or for any property of any such persons. Without limiting the generality of the foregoing:

(i) it is the express intent of the Governing Documents that the various provisions thereof which are enforceable by the Association, each Approved Builder or Declarant or which govern the uses of the Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Property and the value thereof;

(ii) the Association is not empowered, nor has it been created, to act as an entity which enforces or ensures compliance with the Laws or prevents tortious activities, actions or omissions; and

(iii) any provisions of the Governing Documents setting forth the uses of Assessments which relate to health, safety and/or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to

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protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for such reason.

B. Each Owner (by virtue of the Owner's acceptance of title to the Owner's Lot) and each other person having an interest in or lien upon, or making any use of, said Lot or any portion of the Property (by virtue of accepting such interest or lien or making such uses) shall be bound by this Article XIX and shall be deemed to have automatically and irrevocably waived any and all rights, claims, demands and causes of action against the Board, the ARC, Association, each Approved Builder or Declarant and arising from or connected with any matter for which the liability of the Board, the ARC, Association, such Approved Builder or Declarant has been disclaimed in this Article XIX or in this Declaration generally.

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

D. As used in this Article XIX, the words "Association", "Approved Builder", and "Declarant" shall each include within their meanings all of the respective directors, officers, committees and board members, employees, agents, contractors, subcontractors (including without limitation management companies), and successors and assigns of each.

ARTICLE XX

LAWSON DUNES COMMUNITY DEVELOPMENT DISTRICT

Section 20.01. Definitions. The definitions set forth in Article I of this Declaration are, as applicable, supplemented, amended or replaced with the following definitions:

A. "CDD Facilities" shall have the meaning set forth in in this Article XX. EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE CDD FACILITIES ARE NOT COMMON AREAS WHICH ARE OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE CDD FACILITIES BE CONSIDERED AS COMMON AREAS.

B. "Lawson Dunes CDD" shall mean the Lawson Dunes Community Development District, a local unit of special purpose government created pursuant to Chapter 190 of the Florida Statutes.

Section 20.02. Generally. Portions of the Community may be owned by the Lawson Dunes CDD, such as open space areas, drainage systems, SWMS, utilities, the Wetland Conservation Areas and/or the Perimeter Fence (as defined herein). In the event that any portions of the Community are owned by the Lawson Dunes CDD, such facilities shall not be part of the Common Areas, but will be part of the infrastructure facilities owned by the Lawson Dunes CDD (the "CDD Facilities").

A. Creation of the Lawson Dunes CDD. The Lawson Dunes CDD may issue, or has issued, special assessment bonds (the "Bonds") to finance a portion of the cost of the CDD Facilities. The Lawson Dunes CDD is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the Lawson Dunes CDD puts Lots and other portions of the Community under the jurisdiction of the Lawson Dunes CDD. The Lawson Dunes CDD may be authorized

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to finance, fund, install, equip, extend, construct or reconstruct, without limitation, the following: water and sewer facilities, environmental mitigation, roadways, SWMS, utility plants and lines, land acquisition, perimeter walls/fences, landscaping, street lighting, miscellaneous utilities for the community and other infrastructure projects and services necessitated by the development of, and serving lands, within the Community (the "Public Infrastructure"). The estimated design, development, construction and acquisition costs for these CDD Facilities may be funded by the Lawson Dunes CDD in one or more series of governmental bond financings utilizing the Bonds or other revenue backed bonds. The Lawson Dunes CDD may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non-ad valorem special assessments (the "District Debt Service Assessments") levied on all benefited properties in the Lawson Dunes CDD, which property has been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds (the "District Revenue Bonds") may be repaid through user fees, franchise fees or other use related revenues. In addition to the bonds issued to fund the Public Infrastructure costs, the Lawson Dunes CDD may also impose an annual non-ad valorem special assessment to fund the operations of the Lawson Dunes CDD and the maintenance and repair of its Public Infrastructure and services (the "District Maintenance Special Assessments").

B. Lawson Dunes CDD Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Polk County and disbursed to the Lawson Dunes CDD. The homestead exemption is not applicable to the Lawson Dunes CDD assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. The District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to CDD Facilities will be determined by the Lawson Dunes CDD. Any future Lawson Dunes CDD assessments and/or other charges due with respect to the CDD Facilities are direct obligations of Owner and are secured by a lien against Owner's Lot and Home. Failure to pay such sums may result in loss of an Owner's Lot and Residence. The Lawson Dunes CDD may construct, in part or in whole, by the issuance of Bonds, certain facilities that may consist of, but not be limited to, roads, perimeter walls/fences, utilities and/or drainage system, as the Lawson Dunes CDD determines in its sole discretion.

Section 20.03. Common Areas and CDD Facilities Part of Lawson Dunes CDD.

A. Portions of the Common Areas may become owned by the Lawson Dunes CDD. In such event, Common Areas will become part of the CDD Facilities, will be part of the Lawson Dunes CDD and the Lawson Dunes CDD shall govern the use and maintenance of the CDD Facilities. Some of the provisions of this Declaration will not apply to such CDD Facilities, as the CDD Facilities will no longer be Common Areas once they are conveyed to the CDD. ANY CONVEYANCE OF COMMON AREAS TO THE LAWSON DUNES CDD SHALL IN NO WAY INVALIDATE THIS DECLARATION. Declarant may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas to either the Lawson Dunes CDD or the Association. If conveyed to the Lawson Dunes CDD, such portions of the Common Areas shall thereafter be part of the CDD Facilities. The Lawson Dunes CDD or the Association may promulgate membership rules, regulations and/or covenants that may outline use restrictions for the CDD Facilities, or the Association's responsibility to maintain the CDD Facilities, if any. The establishment of the Lawson Dunes CDD and the inclusion of CDD Facilities in the Lawson

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Dunes CDD will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the construction and operation of the CDD Facilities as set forth in this Section.

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

C. THE CDD FACILITIES MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, APPROVED BUILDERS, THE LAWSON DUNES CDD NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN THE COMMUNITY; PROVIDED, FURTHER, NEITHER THE DECLARANT, APPROVED BUILDERS, THE LAWSON DUNES CDD NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, APPROVED BUILDERS, THE LAWSON DUNES CDD AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY DECLARANT, APPROVED BUILDERS, THE LAWSON DUNES CDD OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. DECLARANT, APPROVED BUILDERS, THE LAWSON DUNES CDD AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN THE COMMUNITY.

D. Subject to Article VIII herein, the Lawson Dunes CDD shall be responsible for the costs, charges and expenses incurred in connection with maintenance of the sidewalk, irrigation, trees and landscaping located in the right-of-way adjacent to any CDD Facilities. The cost associated with any such maintenance of the right-of-way shall be charged to Owners as part of the District Maintenance Special Assessments. Each Owner agrees to reimburse the Lawson Dunes CDD any expense incurred in repairing any damage to trees or landscaping caused by such Owner's negligent or willful acts. Notwithstanding anything contained in this Section to the contrary, each Owner shall be responsible for the maintenance of all landscaping in public right-of-ways adjacent to such Owner's Lot.

E. The rear yard of some Lots may contain water body slopes. Such water body slopes will be regulated and maintained by the Lawson Dunes CDD. The Declarant hereby grants the Lawson Dunes CDD an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes, Further, the Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to water body areas for the purpose of regulating and maintaining such water body slopes to the extent they are not regulated and maintained by the Lawson Dunes CDD.

F. The Declarant and/or each Approved Builder may install perimeter walls or fences within the Community (the "Perimeter Fence"). The Lawson Dunes CDD at all times shall have the exclusive right to maintain, repair, replace any portion of the Perimeter Fence within the Community, including portions of the Perimeter Fence located on Lots; however, each Owner shall maintain the interior of any Perimeter Fence or portion thereof located on Owner's Lot. The Lawson Dunes CDD may perform any such maintenance, repairs or replacement of the Perimeter Fence at the Lawson Dunes CDD's

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discretion and the costs of such maintenance, repairs or replacement shall be paid by District Maintenance Special Assessments. Failure of the Lawson Dunes CDD to undertake any such maintenance, replacement or repair of the Perimeter Fence at any given point in time shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant and/or each Approved Builder, neither commits to, nor shall be obligated to, construct such Perimeter Fence.

G. Recreational Facilities. The CDD Facilities may include certain recreational facilities as determined by the Lawson Dunes CDD (the "Recreational Facilities"), which such Recreational Facilities shall be owned and maintained by the Lawson Dunes CDD. Each Owner, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

(i) Minors. Minors are permitted to use the Recreational Facilities; provided, however, parents and legal guardians are responsible for the actions and safety of such minors and any damages caused by such minors. Parents and legal guardians are responsible for the actions and safety of such minors and any damages to the Recreational Facilities caused by such minors. The Lawson Dunes CDD or the Association may adopt Rules and Regulations from time to time governing minors' use of the Recreational Facilities, including, without limitation, requirements that minors be accompanied by adults while using the Recreational Facilities.

(ii) Responsibility for Personal Property and Persons. Each Owner assumes sole responsibility for the health, safety and welfare of such Owner, his or her Immediate Family Members and guests, and the personal property of all of the foregoing, and each Owner shall not allow any damage the Recreational Facilities or interfere with the rights of other Owners hereunder. The Declarant, the District, Approved Builders and the Association shall not be responsible for any loss or damage to any private property used, placed or stored on the Recreational Facilities. Further, any person entering the Recreational Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions, including, without limitation, wallets, books and clothing left in the Recreational Facilities.

(iii) Activities. Any Owner, Lessee, Immediate Family Member, guest or other person who, in any manner, makes use of the Recreational Facilities, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored either on or off the Recreational Facilities, shall do so at their own risk. Every Owner shall be liable for any property damage and/or personal injury at the Recreational Facilities, caused by any Owner, Lessee, Immediate Family Member or guest. No Owner may use the Recreational Facilities for any society, party, religious, political, charitable, fraternal, civil, fund-raising or other purposes without the prior written consent of Lawson Dunes CDD (or the Association if the Lawson Dunes CDD delegates its rights to manage the Recreational Facilities to the Association), which consent may be withheld for any reason.

(iv) Recreational Facilities Personal Property. Property or furniture used in connection with the Recreational Facilities shall not be removed from the location in which it is placed or from the Recreational Facilities.

(v) Indemnification. By the use of the Recreational Facilities, each Owner, Lessee, Immediate Family Member and guest agrees to indemnify and hold harmless the Declarant, District, Approved Builders and the Association, and their officers,

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partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever ("Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to use of the Recreational Facilities by Owners, Lessees, Immediate Family Members and their guests and/or from any act or omission of the any of the Indemnified Parties. Losses shall include the deductible payable under any insurance policies covering the Recreational Facilities.

H. Attorney's Fees. Should any Owner, Lessee or Immediate Family Member bring suit against the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, the Owner, Lessee, and/or Immediate Family Member shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal.

I. Basis for Suspension. The rights of an Owner or Lessee to use the Recreational Facilities may be suspended by the Lawson Dunes CDD (or the Association if the Lawson Dunes CDD delegates its rights to manage the Recreational Facilities to the Association) if, in the sole judgment of the Association or Lawson Dunes CDD:

(i) the Owner, Lessee, an Immediate Family Member, a guest or other person for whom an Owner is responsible violates one or more of the Rules and Regulations;

(ii) an Owner, Lessee, Immediate Family Member and/or guest has injured, harmed or threatened to injure or harm any person within the Recreational Facilities, or harmed, destroyed or stolen any personal property within the Recreational Facilities; or

(iii) an Owner fails to pay Assessments or District Maintenance Special Assessments due.

J. Types of Suspension. The Lawson Dunes CDD (or the Association if the Lawson Dunes CDD delegates its rights to manage the Recreational Facilities to the Association) may restrict or suspend, for cause or causes described herein, any Owner's privileges to use any or all of the Recreational Facilities. By way of example, and not as a limitation, the Lawson Dunes CDD or the Association may suspend a Lessee's privileges to use any or all of the Recreational Facilities if such Lessee's Owner fails to pay Assessments or District Maintenance Special Assessments due in connection with a leased Home. In addition, the Lawson Dunes CDD or the Association may suspend the rights of a particular Owner (and/or Immediate Family Member) or prohibit an Owner (and/or Immediate Family Member) from using a portion of the Recreational Facilities. No Owner whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Assessments or District Maintenance Special Assessments or any other fees. During the restriction or suspension, Assessments and District Maintenance Special Assessments shall continue to accrue and be payable each month. Under no circumstance will an Owner be reinstated until all Assessments, District Maintenance Special Assessments and other amounts due to the Association or the Lawson Dunes CDD are paid in full.

K. The Lawson Dunes CDD may contract with the Association for the maintenance, repair, and replacement of the CDD Facilities in the Lawson Dunes CDD's sole and absolute discretion and subject to any written agreement accepted by the Association. In addition, if the Association

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desires that the CDD Facilities, or any portion thereof, be maintained, repaired and/or replaced to a higher level or standard than that which the Lawson Dunes CDD provides, the Association shall have the right, with the written consent of the Lawson Dunes CDD, to perform such additional maintenance, repair, and/or replacement as it desires, the costs and expenses of which shall be a part of the Operating Expenses of the Association.

ARTICLE XXI

BROADBAND SERVICES

Section 21.01. Broadband Infrastructure. The Association grants to Summit Broadband Inc. (the "**Broadband Provider**") the right to: (i) install an infrastructure system throughout a portion of the Property (the "**Broadband Infrastructure**") for the provision of cable television, Internet access, voice telephone and related communications and data transmission services (collectively, the "**Broadband Services**" and each a "**Broadband Service**"); (ii) provide Broadband Services to any and/or all Dwellings through the Broadband Infrastructure; and (iii) exclusively market such Broadband Services to Dwellings and Owners. The Broadband Infrastructure may consist of all or a portion of the following: (a) distribution equipment, wiring, coaxial cables, fiber-optic cables, electrical cables, conduits, hand-holes, splice cases, electronic equipment, antennas, amplifiers, filters, traps, converters, and other signal receiving, scrambling and decoding equipment necessary for the operation of the Broadband Services; and (b) all above and below ground structures and appurtenances necessary for the collection, provision, distribution and transmission of Broadband Services. Each Owner acknowledges that the Broadband Infrastructure shall be and remain the personal property of the Broadband Provider. Owners shall have no ownership interest in the Broadband Infrastructure and the right of use thereof shall remain solely with the Broadband Provider, regardless of whether any portion thereof may be located upon the Common Property or upon any Dwelling. Each Owner by acceptance of title to a Dwelling hereby acknowledges that all Dwellings constructed within the Property shall be pre-wired in accordance with the specifications set forth in the Planning Criteria to ensure compatibility with the Broadband Infrastructure and that Broadband Provider reserves an irrevocable right, which may be assigned, to install and maintain the Broadband Infrastructure. The Broadband Provider may, but shall not be obligated to convey, transfer, sell or assign all or any portion of the Broadband Infrastructure to the Association or any other person or entity (including an Owner as to any portion of the Broadband Infrastructure located on a Dwelling).

Section 21.02. Bulk Agreement. The Association has entered or will enter into a Bulk Services and Entry Agreement with the Broadband Provider, as it may be amended, supplemented, restated or substituted (the "Bulk Agreement") for the installation, operation and maintenance of the Broadband Infrastructure and the provision of Bulk Services to the Property. Pursuant to the Bulk Agreement, the Broadband Provider shall provide to each Unit for which a Certificate of Occupancy has been issued and for which Internet access services (the "Bulk Services") are provided to the Unit at a bulk monthly rate. Each Owner expressly acknowledges that each and every Unit for which a Certificate of Occupancy has been issued shall be charged for such Bulk Services as part of the Annual Assessments, regardless of whether the Owner desires or uses such Bulk Services. No such Owner shall be exempt from liability for any Annual Assessments: (i) by reason of non-use of Bulk Services; or (ii) if the Bulk Services provided to such Owner are terminated for any period by reason of the failure of such Owner to pay when due any Annual Assessment. Additional services, such as premium channels, may be offered by the Broadband Provider on an individual subscriber basis. The Association shall have the right to terminate the Bulk Agreement as specifically provided in the Bulk Agreement and in accordance with applicable law. The Association shall have no right or claim whatsoever to any compensation retained by or paid to the Broadband Provider, its designee or an affiliate of Broadband Provider, as a result of or in connection with the Bulk Agreement, if any. If any services provided by virtue of the Broadband Infrastructure are provided to some but not all of the Units, then the cost of any such services shall be an expense for the benefit of the

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Units so served and may be assessed as an Individual Assessment against such Units or may be billed to the Owner(s) receiving such services and paid directly to the Broadband Provider by the Owner(s) receiving such services. In the event the Bulk Agreement is terminated, the Broadband Provider may, but will not be obligated to, remove all or any portion of the Broadband Infrastructure within the Property, including within any Unit after reasonable notice to the applicable Owner, provided no material or substantial injury to the real property would result from such removal.

Section 21.03 Easements for Broadband Services. Pursuant to that certain Assignment and Sale of Easement Rights (for a form see Exhibit E of the Bulk Agreement) which will be recorded in the Official Records of Polk County, Florida, the Broadband Provider has been granted an easement for itself and its designees, successors, assigns and licensees an easement and right-of-way across, over and upon the portion of the Common Property legally described in such Assignment and Sale of Easement Rights, for the installation, construction and maintenance of any Broadband Infrastructure together with a non-exclusive easement for unlimited ingress, egress and access, over and upon the Property, including any Unit, for any other purpose reasonably related to the provision of the Broadband Services, provided no use of such easement shall materially interfere with use of the Unit by an Owner. The Association and each Owner acknowledges and agrees: (i) that the Property is subject to such easements and the rights therein granted; and (ii) that the Association shall not take any action inconsistent with the terms of such Assignment and Sale of Easement Rights and the rights granted therein.

Section 21.04 Waiver of Liability for Broadband Services. Neither the Association, the Broadband Provider, nor any successor, affiliate or designee of Broadband Provider shall in any way be considered insurers or guarantors of security within the Property, and neither the Association, the Broadband Provider, nor any successor, affiliate or designee of Broadband Provider shall be held liable for any loss or damage by reason or failure to provide adequate security or ineffectiveness of security measures undertaken by virtue of the Broadband Infrastructure, if any, or otherwise. All Owners and occupants of any Dwelling, and the guests, tenants and invitees of any Owner, as applicable, acknowledge that the Association and its Board of Directors, Declarant and the Broadband Provider, any of their respective successors, affiliates or designees (all collectively the "Broadband Parties") do not represent or warrant that any Broadband Services, of the Broadband Infrastructure, if any, or otherwise, designated by or installed according to guidelines established by Broadband Provider may not be compromised or circumvented, that any such systems will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, nor that any such systems will in all cases provide the detection or protection for which such system is designed or intended. Each Owner and occupant of any Dwelling and each guest, tenant and invitee of any Owner, as applicable, acknowledges and understands that the Broadband Parties are not insurers and that each Owner and occupant of any Dwelling and each tenant, guest and invitee of any Owner assumes all risks for loss or damage to persons, to Dwellings and to the contents of Dwellings and further acknowledges that the Broadband Parties have made no representations or warranties, nor has any Owner, occupant, guest, tenant or invitee relied upon any representations or warranties, expressed or implied, including any warranty or merchantability or fitness for any particular purpose, relative to any portion of the Broadband Infrastructure, if any, or otherwise, or any security measures undertaken within the Property.

Section 21.05 Restriction on Amendment. Notwithstanding anything in this Declaration to the contrary, this Article XXI may not be amended without Declarant's prior express written consent, which consent may be granted, conditioned or denied in Declarant's sole and absolute discretion.

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

"DECLARANT"

Signed, sealed and delivered
in the presence of

Print Name: Jessica Petrucci

Print Name: Jessica Kowalski

CH DEV, LLC, a Florida limited liability company

By:
Name: Albert B. Cassidy
Title: Manager
Date: 5/12/2023

STATE OF FLORIDA

COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 12th day of May, 2023, by Albert B. Cassidy, as Manager of CH Dev, LLC, a Florida limited liability company, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

Notary Public
Print Notary Name: Jessica Kowalski
My Commission Expires:

Notary Public State of Florida
Jessica Kowalski
My Commission HH 060337
Expires 11/04/2024

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JOINDER AND CONSENT

TO DECLARATION

LAWSON DUNES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**"), does hereby join in this DECLARATION OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS FOR LAWSON DUNES (this "**Declaration**"), to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title. The Association agrees this joinder is for the purpose of evidencing the Association's acceptance of the rights and obligations provided in the Declaration and does not affect the validity of this Declaration as the Association has no right to approve this Declaration.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 12th day of May, 2023.

WITNESSES:

Print Name: Jessica Kowalski

Print Name: Jessica Petrucci

"ASSOCIATION"

LAWSON DUNES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

By:

Name: Andrew Rhinehart

Title: President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me by means of [X] physical presence or [ ] online notarization this 12th day of May, 2023, by Andrew Rhinehart, as President of LAWSON DUNES HOMEOWNERS ASSOCIATION, INC., a Florida non-profit corporation, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath

Notary Public
Print Notary Name: Jessica Kowalski
My Commission Expires:

Notary Public State of Florida
Jessica Kowalski
My Commission HH 060337
Expires 11/04/2024

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JOINDER AND CONSENT

TO DECLARATION

The undersigned hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the property described in the Mortgage, Assignment of Leases and Rents, Security Agreement Financing Statement and Fixture Filing, recorded in Official Records Book 12258, Page 0333, of the Public Records of Polk County, Florida, and that the undersigned hereby joins in and consents to that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Lawson Dunes (the "Declaration"), to which this Joinder and Consent to Declaration is attached, and agrees that its mortgage, lien or other encumbrance shall be subordinated to the Declaration. Notwithstanding the foregoing, this Joinder and Consent to Declaration shall not operate to modify, waive or release any term, condition of covenant of any agreements by and between the undersigned and Declarant regarding the sale or development of Lawson Dunes.

Signed, sealed and delivered
in the presence of:

Witness

Matt Suggs
Printed Name

Witness

Benjamin Vida
Printed Name

CF GTIS II LAWSON DUNES, LLC, a Florida limited liability company

By: _____
Name: _____
Title: _____

(Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization this 24 day of APRIL, 2023, by CF GTIS II LAWSON DUNES, LLC, a Florida limited liability company, as PRESIDENT of CF GTIS II LAWSON DUNES, LLC, who is personally known to me or who has produced _____ as identification and who did not take an oath

HEATHER MATTIZA
Notary Public-State of Florida
Commission # HH 200611
My Commission Expires
November 21, 2025

Notary Public
Print Notary Name: HEATHER MATTIZA
My Commission Expires: NOVEMBER 21, 2025

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JOINDER AND CONSENT

TO DECLARATION

The undersigned hereby certifies that it is the holder of a mortgage, lien or other encumbrance upon the property described in the Mortgage, Assignment of Leases and Rents, Security Agreement Financing Statement and Fixture Filing, recorded in Official Records Book 12273, Page 1356, of the Public Records of Polk County, Florida, and that the undersigned hereby joins in and consents to that certain Declaration of Covenants, Conditions, Easements, and Restrictions for Lawson Dunes (the "Declaration"), to which this Joinder and Consent to Declaration is attached, and agrees that its mortgage, lien or other encumbrance shall be subordinated to the Declaration. Notwithstanding the foregoing, this Joinder and Consent to Declaration shall not operate to modify, waive or release any term, condition of covenant of any agreements by and between the undersigned and Declarant regarding the sale or development of Lawson Dunes.

Signed, sealed and delivered
in the presence of:

Witness

LINDA CHAMBERS
Printed Name

Witness

Melanie Minihan
Printed Name

LENNAR HOMES, LLC, a Florida limited liability company

By:

Name: MARK MCDONALD

Title: VICE PRESIDENT

(Seal)

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization this 12 day of May, 2023, by LENNAR HOMES, LLC, a Florida limited liability company, as V.P of LENNAR, a LLC, who is personally known to me or who has produced _____ as identification and who did not take an oath

LINDA E. CHAMBERS
Notary Public-State of Florida
Commission # GG 910292
My Commission Expires
September 04, 2023

Notary Public
Print Notary Name: LINDA E. CHAMBERS
My Commission Expires: 9-4-23

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EXHIBIT "A"

PROPERTY

LAWSON DUNES, as recorded in Plat Book 198, Pages 33 through 40, inclusive, Public Records of Polk County, Florida.

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EXHIBIT "B"

ARTICLES

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SECRETARY OF STATE
TALLAHASSEE, FL

ARTICLES OF INCORPORATION
OF
LAWSON DUNES HOMEOWNERS ASSOCIATION, INC.
A FLORIDA NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME

The name of this corporation shall be LAWSON DUNES HOMEOWNERS ASSOCIATION, INC. ("**Association**").

ARTICLE II
DURATION

Existence of the Association shall commence with the filing of these Articles of Incorporation ("**Articles**") with the Florida Department of State, Division of Corporations. The Association shall have perpetual existence.

ARTICLE III
PURPOSE AND POWERS OF THE ASSOCIATION

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

ARTICLE IV
PRINCIPAL OFFICE

The initial principal place of business and mailing address of the Association is c/o Prime Community Management, LLC, 346 East Central Avenue, Winter Haven, Florida 33880.

ARTICLE V
REGISTERED OFFICE AND AGENT

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Prime Community Management, LLC, whose address is 346 East Central Avenue, Winter Haven, Florida 33880, is hereby appointed the registered agent of the Association and the registered office shall be at said address.

ARTICLE VI
DISSOLUTION OF THE ASSOCIATION

Upon dissolution of the Association, all of its assets remaining after provision for creditors and payment of all costs and expenses of such dissolution shall be distributed in the following manner and order:

6.1 As required by Florida law;

6.2 As set forth in the Declaration;

6.3 Any portion of the Property then owned by Declarant and that has not been theretofore conveyed or dedicated to the Association shall be automatically deemed withdrawn by Declarant, with Declarant thereafter authorized to further evidence the withdrawal of said Property by execution of a Supplemental Declaration describing the real property withdrawn, which Declarant may then record in the Public Records; and

6.4 Except as otherwise set forth in the Declaration, conveyance to a not-for-profit corporation homeowners' association similar to the Association or conveyance or dedication to any applicable Governmental Authority determined by the Board to be appropriate for such conveyance or dedication, which Governmental Authority is willing to accept such conveyance or dedication, of any property, duties, and responsibilities of the Association, which association or Governmental Authority shall then be responsible for the operation and maintenance thereof. With respect to the Association's responsibility for the operation and maintenance of the Surface Water Management System and Conservation Easement Areas, such obligation must be transferred to and be accepted by an entity which satisfies the requirements of Rule 62-330.310 of the Florida Administrative Code, and District Applicant's Handbook Volume 1, Section 12.3 and be approved by the District prior to such dissolution. If no other association or Governmental Authority will accept such property, duties and responsibilities, then it will be conveyed to a trustee appointed by the Circuit Court of Polk County, Florida, which trustee shall sell such property free and clear of the limitations imposed by the Governing Documents upon terms established by the Circuit Court of Polk County, Florida. That portion of the Property consisting of the Surface Water Management System and Conservation Areas cannot be altered, changed or sold separate from the lands associated therewith. The proceeds of such a sale shall first be used for the payment of any debts or obligations constituting a lien on such property, then for the payment of any obligations incurred by the trustee in the operation, maintenance, repair and upkeep of such property. The excess proceeds, if any, from the property shall be distributed among Members in a proportion that is equal to the proportionate share of such Members in the Common Expenses of the Association.

ARTICLE VII
MEMBERSHIP

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TALLAHASSEE, FL

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

ARTICLE VIII
VOTING RIGHTS

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

ARTICLE IX
BOARD OF DIRECTORS

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

Name:	Address:
Andrew Rhinehart	346 E. Central Avenue Winter Haven, FL 33880
Lauren O. Schwenk	346 E. Central Avenue Winter Haven, FL 33880
Albert S. Cassidy	346 E. Central Avenue Winter Haven, FL 33880

ARTICLE X
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the Declaration and the Bylaws. The names and addresses of the persons who are to act in the capacity of Officers until the appointment/election and qualification of their successors are:

Name/Office:	Address:
Andrew Rhinehart President	346 E. Central Avenue Winter Haven, FL 33880

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Lauren O. Schwenk
Vice-President

346 E. Central Avenue
Winter Haven, FL 33880

Albert S. Cassidy
Secretary/Treasurer

346 E. Central Avenue
Winter Haven, FL 33880

ARTICLE XI
AMENDMENT

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

ARTICLE XII
INDEMNIFICATION

12.1 Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and other professionals' fees, reasonably incurred by or imposed upon him or her in connection with any proceeding whether civil, criminal, administrative or investigative, or any settlement of any proceeding, or any appeal from such proceeding to which he may be a party or in which he may become involved by reason of his or her being or having been a Director or Officer of the Association, or having served at the Association's request as a director or officer of any other corporation, whether or not he or she so serves the Association at the time such expenses are incurred, regardless of by whom the proceeding is brought, except in relation to matters as to which any such Director or Officer shall be adjudged liable for gross negligence or willful misconduct, provided that in the event of a settlement, the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

12.2 Expenses incurred in defending a suit or proceeding whether civil, criminal, administrative or investigative may be paid by the Association in advance of the final disposition of such action, suit or proceeding if authorized by a majority of the Directors upon receipt of an undertaking by or on behalf of the Director or Officer to repay such amount if it shall ultimately be determined that he or she is not to be indemnified by the Association as authorized by these Articles of Incorporation.

12.3 The Association shall have the power to purchase at its expense and maintain insurance on behalf of any person who is or was a Director or Officer of the Association, or is or was serving at the request of the Association as a director or officer of another corporation, against any liability asserted against him or her and incurred by him or her in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him or her against such liability under the provisions of these Articles.

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ARTICLE XIII
BYLAWS

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

ARTICLE XIV
INCORPORATOR

The name and address of the Incorporator of the Association is: Name: Mark W. Mangen, Esq.; Address: 255 Magnolia Avenue SW, Winter Haven, Florida 33880.

ARTICLE XV
NON-STOCK CORPORATION

The Association is organized on a non-stock basis and shall not issue shares of stock evidencing membership in the Association; provided, however, that membership in the Association may be evidenced by a certificate of membership which shall contain a statement that the Association is a corporation not for profit.

IN WITNESS WHEREOF, the undersigned has signed these Articles this 7 day of February, 2023.

Mark W. Mangen, Incorporator

Dated this 7th day of February, 2023

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CERTIFICATE DESIGNATING REGISTERED AGENT
FOR SERVICE OF PROCESS

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

LAWSON DUNES HOMEOWNERS ASSOCIATION, INC., desiring to organize as a not for profit corporation under the laws of the State of Florida, with its registered office at 346 East Central Avenue, Winter Haven, Florida 33880, has named Prime Community Management, LLC, whose address is, located at the above-registered office, as its registered agent to accept service of process within the State of Florida.

ACKNOWLEDGMENT:

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

Prime Community Management, L.L.C., a Florida limited liability company, as Registered Agent

By: _____

Name: Lauren O. Schuck .

Its: Manager

Dated: February 7, 2023

(Seal)

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EXHIBIT "C"

BYLAWS

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BYLAWS OF
LAWSON DUNES HOMEOWNERS ASSOCIATION, INC.,
A FLORIDA NOT-FOR-PROFIT CORPORATION

1. Definitions. Unless otherwise indicated to the contrary, all capitalized terms used herein without definition shall have the meaning given such term in the Declaration of Covenants, Conditions, Easements and Restrictions for Lawson Dunes, as same may from time to time be amended or supplemented (the "**Declaration**") or the Articles.

2. Board Meetings.

2.1 Notices of all Board meetings must be posted in a conspicuous place in the Community at least 48 hours in advance of a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in the Community, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding this general notice requirement, if there are more than 100 Members, notice for each Board meeting may be by means other than posting or mailing, including, but not limited to, publication of notice, provision of a schedule of Board meetings, or the conspicuous posting and repeated broadcasting of the notice on a closed-circuit cable television system serving the Association. However, if broadcast notice is used in lieu of a notice posted physically in the Community, the notice must be broadcast at least four times every broadcast hour of each day that a posted notice is otherwise required hereunder. 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. Notice by Electronic Transmission shall be permitted as stated in the Declaration.

2.2 An Assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that Assessments will be considered and the nature of the Assessments. Written notice of any meeting at which Special Assessments will be considered or at which amendments to Rules and Regulations regarding Lot use will be considered must be mailed, delivered, or electronically transmitted to the Members and Owners and posted conspicuously within the Community or broadcast on closed-circuit cable television not less than 14 days before the meeting.

2.3 Directors may not vote by proxy or by secret ballot at Board meetings, except that secret ballots may be used in the election of Officers.

2.4 If 20 percent of the total voting interests petition the Board to address an item of business, the Board shall at its next regular Board meeting or at a special meeting of the Board, but not later than 60 days after the receipt of the petition, take the petitioned item up on an agenda. The Board shall give all Members notice of the meeting at which the petitioned item shall be addressed in accordance with the 14-day notice requirement pursuant to Section 2 hereof. Each Member shall have the right to speak for at least three (3) minutes on each matter placed on the agenda by petition, provided that the Member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the Meeting. Other than addressing the petitioned item at the Meeting, the Board is not obligated to take any other action requested by the petition.

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3. Members Meetings.

3.1 Notice of Meetings. The Association shall give all Owners and Members actual notice of all membership meetings, which shall be mailed, delivered or electronically transmitted not less than 10 days prior to the meeting. Evidence of compliance with this 10-day notice shall be made by an affidavit executed by the person providing the notice and filed upon execution among the official records of the Association. In addition to mailing, delivering or electronically transmitting the notice of any meeting, the Association may, by reasonable Rules and Regulations, adopt a procedure for conspicuously posting and repeatedly broadcasting the notice and the agenda on a closed-circuit cable television system serving the Community. 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.

3.2 Right to Speak. Members and Owners have the right to attend all membership meetings and to speak at any meeting with reference to all items opened for discussion or included on the agenda. A Member and an Owner shall have the right to speak for at least three (3) minutes on any item; provided, however, that the Association may adopt written Rules and Regulations governing the frequency, duration and other manner of Member and Owner statements, which Rules and Regulations may include a sign-up sheet for Members wishing to speak.

3.3 Election of Directors. After the Turnover: (a) voting by secret ballot by Members who are not in attendance at a meeting of the Members for the election of Directors shall not be permitted; (b) candidates to the Board may be nominated in advance of the meeting at which the subject Director is to be elected; and (c) Directors must be elected by a plurality of the votes cast by eligible voters.

3.4 Electronic Voting. Provided the Board first passes a resolution authorizing same, which resolution must: (a) provide that Members receive notice of the opportunity to vote through an online voting system; (b) must establish reasonable procedures and deadlines for Members to consent, in writing, to online voting; and (c) must establish reasonable procedures and deadlines for Members to opt out of online voting after giving consent, then the Association may conduct elections and other membership votes through an internet-based online voting system if a Member consents, in writing, to online voting and if the following requirements are met: (a) the Association provides each Member with: (1) a method to authenticate the Member's identity to the online voting system; (2) a method to confirm, at least 14 days before the voting deadline, that the Member's electronic device can successfully communicate with the online voting system; and (3) a method that is consistent with the election and voting procedures in these Bylaws and the other Governing Documents; and (b) the Association uses an online voting system that is: (1) able to authenticate the Member's identity; (2) able to authenticate the validity of each electronic vote to ensure that the vote is not altered in transit; (3) able to transmit a receipt from the online voting system to each Member who casts an electronic vote, (4) able to permanently separate any authentication or identifying information from the electronic election ballot, rendering it impossible to tie an election ballot to a specific Member (this provision only applies if these Bylaws provide for secret ballots for the election of Directors); and (5) able to store and keep electronic ballots accessible to election officials for recount, inspection, and review. A Member

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voting electronically pursuant to this paragraph shall be counted as being in attendance at the meeting for purposes of determining a quorum. Written notice of a meeting at which the board resolution regarding online voting will be considered must be mailed, delivered, or Electronically Transmitted to the Owners and posted conspicuously on Association property at least 14 days before the meeting. Evidence of compliance with the 14-day notice requirement must be made by an affidavit executed by the person providing the notice and filed with the official records of the Association. A Member's consent to online voting is valid until the Member opts out of online voting pursuant to the procedures established by the Board, as aforementioned. This section applies to any matter that requires a vote of the Members.

3.5 Waivers of Notice. Notice of a meeting of Members need not be given to any Member who signs a waiver of notice, in person or by proxy, either before or after the meeting. Neither the affairs transacted nor the purpose of the meeting need be specified in the waiver. Attendance of a Member at a meeting, either in person or by proxy, constitutes waiver of notice and waiver of any and all objections to the place of the Meeting, the time of the Meeting, or the manner in which it has been called or convened, unless the Member attends a meeting solely for the purpose of stating, at the beginning of the Meeting, any such objection or objections to the transaction of affairs.

3.6 Order of Business. The order of business at annual meetings, and as far as practicable at all other meetings, shall be:

(a) Calling of the roll and certifying of proxies.

(b) Proof of notice of meeting or waivers of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of Officers.

(e) Reports of committees (including the ARB).

(f) Appointment/election of Directors (as applicable).

(g) Unfinished business.

(h) New business.

(i) Adjournment.

4. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of all Association meetings, when not in conflict with the Governing Documents or the Association Act.

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

6. Pronouns. Whenever the context permits, the singular shall include the plural and one gender shall include all.

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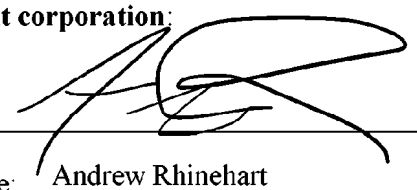
These Bylaws duly adopted by the Board on this 12th day of May, 2023.

LAWSON DUNES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation:

By: 

Name: Andrew Rhinehart

Title: President

Date: 5/12/23

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