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WOODLAND PARK

HOA

DOCUMENTS

June 19, 2020

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This Instrument Prepared by and after recording return to:

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Orange County, FL
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AMENDED AND RESTATED

DECLARATION OF COVENANTS, CONDITIONS

AND RESTRICTIONS FOR

WOODLAND PARK

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AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND PARK

(SUBSTANTIAL REWORDING OF ORIGINAL DECLARATION, AS DEFINED BELOW. SEE THE FOLLOWING DECLARATION FOR PRESENT TEXT.)

THIS AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR WOODLAND PARK ("Declaration") is made as of the ____ day of August, 2014, by WOODLAND PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Association") and is joined in by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, its successors and assigns ("Declarant").

WHEREAS, that certain Declaration of Covenants, Conditions and Restrictions for Woodland Park was recorded by Declarant on the 29th day of May, 2014, in Official Records Book 10750, Page 6308, et seq., of the Public Records of Orange County, Florida (referred to herein as the "Original Declaration"); and

WHEREAS, pursuant to Article XIII, Section 7, of the Original Declaration, the Original Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association, provided that so long as Declarant is the owner of any Lot or any Property affected by the Declaration, or amendment thereto, or appoints a Director of the Association, no amendment will be effective without Declarant's express written joinder and consent; and

WHEREAS, the Association is desirous of amending and modifying the Original Declaration by restating in its entirety the provisions thereof, it being the intent hereof, that this Declaration shall replace the provisions of the Original Declaration thereto, in its entirety, and this Declaration shall constitute the covenants, conditions, restrictions and easements for Woodland Park; and

WHEREAS, Declarant desires to develop a planned community to be known as "Woodland Park" (as hereinafter defined) on certain real property more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Property"); and

WHEREAS, in order to develop and maintain Woodland Park as a planned community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, Declarant, as the owner of all of all of the Property, is joining in this Declaration to acknowledge its joinder and consent to this Declaration pursuant to Article XIII, Section 7.

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NOW, THEREFORE, in consideration of the premises and covenants herein contained, Declarant hereby declares that the Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall run with the Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Property or any part thereof, their heirs, successors and assigns.

ARTICLE I
DEFINITIONS

The terms used in this Declaration shall be defined as set forth herein unless expressly provided otherwise.

Section 1. "ADDITIONAL PLAT" shall mean the plat of any portion of the Property which is not included in the Plat, if any, and the plat of any Additional Property provided a Supplemental Declaration for such Additional Property is recorded amongst the Public Records of the County. "Additional Plat" shall also mean the replat of all or any portion of the Plat or any other plat of all or any portion of the Property.

Section 2. "ADDITIONAL PROPERTY" shall mean any real property (other than the Property) that may be submitted by Declarant to the terms and provisions of this Declaration by a Supplemental Declaration which shall be executed by the owner of the Additional Property and need not be joined in by any other person or Owner. No portion of any Additional Property shall be encumbered by this Declaration unless and until such property is added by a Supplemental Declaration executed by the fee owner thereof and Declarant. In the event any Additional Property becomes encumbered by this Declaration, then, and only then in such event, the term "Property" as used herein shall also mean the Additional Property.

Section 3. "AMENDMENT(S)" shall mean any and all amendments to this Declaration, all of which shall be consecutively numbered beginning with the "First Amendment to the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Woodland Park" and each of which shall be properly adopted pursuant to the terms of the Woodland Park Documents and recorded in the Public Records of the County; provided, however, the failure to so consecutively number such amendments shall not impair their validity hereunder and such amendments to the extent not otherwise numbered will be deemed to have been numbered in chronological order of their appearance in the Public Records of the County. "Amendment(s)" shall also mean any and all amendments to any Supplemental Declaration, as recorded in the Public Records of the County.

Section 4. "ARCHITECTURAL CONTROL COMMITTEE" or "COMMITTEE" shall mean the committee created pursuant to Article VIII hereof.

Section 5. "ARTICLES" shall mean the Articles of Incorporation of Woodland Park Homeowners Association, Inc., filed in the Office of the Secretary of State of the State of Florida on February 27, 2014, a true copy of which is attached hereto as Exhibit "B" and incorporated herein by this reference, as such Articles may be further amended from time to time.

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Section 6. "ASSESSMENT" shall mean assessments for which all Owners are obligated to pay to the Association and includes "Individual Lot Assessments," "Benefited Assessments" and "Special Assessments" (as such terms are defined in Article VII hereof) and any and all other assessments which are levied by the Association in accordance with the Woodland Park Documents.

Section 7. "ASSOCIATION" shall mean and refer to WOODLAND PARK HOMEOWNERS ASSOCIATION, INC., a not-for-profit Florida corporation, its successors and assigns, existing pursuant to the Articles, which Association is responsible for the ownership, administration, operation, maintenance, preservation, enforcement and architectural control of Woodland Park as provided in this Declaration.

Section 8. "ASSOCIATION PROPERTY" shall mean such portions of the Property which are not included in any Lot, except those areas dedicated to the public by the Plat or Additional Plat, if any, and which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat or Additional Plat, if any, together with landscaping, personal property and any other Improvements thereon, including, without limitation, all of the following if and to the extent located thereon, all structures, gatehouses, if any, and other entranceways, parks, open spaces, bike paths, sidewalks, irrigation facilities, perimeter fences and walls, entry or other lighting, entrance features, buffer tracts, monument walls, monument signs, site walls, retaining walls, fountains, littoral plantings, and decorative street signs, if any, but specifically excluding any public utility installations thereon, and all portions of any "Community Systems" (as hereinafter defined) not made Association Property pursuant to Article II, Section 11 hereof, and any other property of Declarant not intended to be made Association Property. "Association Property" shall also include such portions of the Property as are declared to be Association Property in any Supplemental Declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration.

Section 9. "BOARD" shall mean the board of directors or other legally recognized governing body of the Association.

Section 10. "BYLAWS" shall mean the Bylaws of the Association, which have been adopted by the Board and the Members, a copy of which is attached hereto as Exhibit "C" and incorporated herein by this reference, as such Bylaws may be amended from time to time.

Section 11. "COMMUNITY SYSTEMS" shall mean and refer to any and all television (cable, satellite or otherwise), telecommunication, internet access, alarm monitoring, gas, utility or other lines, conduits, wires, satellites, amplifiers, towers, antennae, equipment, materials, installations and fixtures (including those based on, containing or serving future technological advances not now known) installed by Declarant, an affiliate of Declarant, any other entity in which Declarant or an affiliate of Declarant may have an interest (financial or otherwise), or any third party expressly granted the rights by Declarant or Association to provide Community Systems within the Property, or pursuant to any grant of easement or authority by Declarant or Association and serving the Association Property and/or more than one Lot.

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Section 12. "COMPLETED LOT" shall mean a Lot on which the construction of a Home has been completed, for which Home a certificate of occupancy or equivalent therefor has been issued by the appropriate governmental agency, and the title to such Lot has been conveyed by Declarant. If a Completed Lot is destroyed, such Completed Lot shall remain classified as a Completed Lot regardless of whether or not the Owner has reconstructed the Home.

Section 13. "COMPLETED LOT OWNER" shall mean the Owner of a Completed Lot.

Section 14. "COUNTY" shall mean Orange County, Florida.

Section 15. "DECLARANT" shall mean and refer to Taylor Morrison of Florida, Inc., a Florida corporation, and any successor or assign thereof to which Taylor Morrison of Florida, Inc., specifically assigns all or part of the rights of Declarant hereunder by an express written assignment, whether recorded in the Public Records of the County or not. The written assignment may give notice as to which rights of Declarant are to be exercised and as to which portion of the Property. In any event, any subsequent declarant shall not be liable for any default or obligations incurred by any prior declarant, except as may be expressly assumed by the subsequent declarant. An Owner shall not, solely by the purchase of a Home and/or Lot, be deemed a successor or assign of Declarant under the Woodland Park Documents unless such Owner is specifically so designated as a successor or assign of such rights in the instrument of conveyance or any other instrument executed by Declarant.

Section 16. "DECLARATION" shall mean this instrument as it may be amended from time to time, together with any Supplemental Declaration(s) or Amendments hereto, which may be recorded amongst the Public Records.

Section 17. "DETENTION PONDS" shall mean those portions of the Property designated on the Plat and/or Additional Plat, if any, as detention ponds.

Section 18. "DIRECTOR" shall mean a member of the Board.

Section 19. "HOME" shall mean a residential dwelling unit constructed within Woodland Park, which is designed and intended for use and occupancy as a residence for a single family; provided, however, that no portion of any Community System, even if installed in a Home, shall be deemed to be a part of a Home unless and until same is made such pursuant to Article II, Section 11 hereof, if at all. Upon completion of construction of a Home on a Lot, the Lot and the Improvements thereon are sometimes collectively referred to as a Home in this Declaration and the Woodland Park Documents.

Section 20. "IMPROVEMENT" shall mean all structures or artificially created conditions and appurtenances thereto of every type and kind located within Woodland Park, including, but not limited to, buildings, walkways, parking areas, berms, fountains, sprinkler systems, gatehouses, if any, streets, drives, roads, roadways, driveways, fences, retaining walls, underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, sheds, play structures, tennis courts, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter

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walls, gazebos, benches, mailboxes, topographical features, landscaping, lawn sculptures, fences, swimming pools, covered patios, screened enclosures, Street Lights and signs.

Section 21. "INCOMPLETE LOT" shall mean a Lot which is not a Completed Lot.

Section 22. "INCOMPLETE LOT OWNER" shall mean the Owner of an Incomplete Lot.

Section 23. "INSTITUTIONAL MORTGAGE" shall mean a mortgage held by an Institutional Mortgagee on any property within Woodland Park.

Section 24. "INSTITUTIONAL MORTGAGEE OR INSTITUTIONAL LENDER" shall mean any lending institution owning a first mortgage encumbering any Home or Lot within Woodland Park, which owner and holder of said mortgage shall either be a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, building and loan association, mortgage banking company licensed to do business in the State of Florida, or any subsidiary thereof, licensed or qualified to make mortgage loans in the State of Florida or a national banking association chartered under the laws of the United States of America or any "secondary mortgage market institution," including the Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), Federal Home Loan Mortgage Corporation ("FHLMC") and such other secondary mortgage market institutions as the Board shall hereafter approve in writing; any and all lenders, and the successors and assigns of such lenders, which have loaned money to Declarant and which hold a mortgage on any portion of the Property securing any such loan; any pension or profit-sharing funds qualified under the Internal Revenue Code; the Veterans Administration, the Federal Housing Administration or the Department of Housing and Urban Development or such other lender as is generally recognized in the community as an institutional lender; or Declarant, its successors and assigns.

Section 25. "INTEREST" shall mean the maximum non-usurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

Section 26. "LEGAL FEES" shall mean reasonable fees for attorney and paralegal services and all court costs through and including all trial and appellate levels and post-judgment proceedings incurred in connection with: (i) negotiation and preparation for mediation, arbitration or litigation, whether or not an action is actually begun, and (ii) collection of past due Assessments including, but not limited to, preparation of notices and liens.

Section 27. "LOT" shall mean and refer to any parcel of land within Woodland Park which has been platted, upon which a Home is permitted to be constructed, together with the Improvements thereon, and any portion of the Property within Woodland Park that is declared to be a Lot by a Supplemental Declaration and is not subsequently withdrawn from the provisions of this Declaration by a Supplemental Declaration; provided, however, that no portion of any Community System shall be deemed to be part of a Lot unless and until such Community System (or portion thereof) is made a part of a Lot pursuant to Article II, Section 11 hereof, if at all. For purposes of Individual Lot Assessments, a Lot is either a Completed Lot or an Incomplete Lot. Upon completion of construction of a Home on a Lot, such Lot and the Improvements thereon

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are sometimes collectively referred to as a Lot in this Declaration and the Woodland Park Documents.

Section 28. "MEMBERS" shall mean and refer to all of the Owners who are also members of the Association, as provided herein.

Section 29. "NOTICE AND HEARING" shall mean written notice and a public hearing before a tribunal appointed by the Board at which the Owner concerned shall have an opportunity to be heard in person or by counsel, at Owner's expense, in the manner set forth in Article X, Section 1 herein.

Section 30. "OPERATING EXPENSES" shall mean the expenses for which Owners are liable to the Association as described in this Declaration and any other Woodland Park Documents and include, but are not limited to: (a) the costs and expenses incurred by the Association in owning, administering, operating, maintaining, financing, or repairing (but not reconstructing, replacing or improving) the Association Property or any portion thereof and Improvements thereon, all other property owned by the Association (including, without limitation, the Stormwater Management System), and (b) all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Woodland Park Documents.

Section 31. "OWNER" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot within Woodland Park, and includes Declarant for as long as Declarant owns fee simple title to a Lot, but excluding therefrom those having such interest as security for the performance of an obligation.

Section 32. "PLAT" shall mean the plat of Woodland Park Phase 1A recorded in Plat Book 82, Pages 34 through 37, of the Public Records of the County. In the event an Additional Plat is recorded in the Public Records of the County, then the term "Plat" as used herein shall also mean and refer to the Additional Plat(s).

Section 33. "PROPERTY" shall initially mean and refer to that certain real property described in Exhibit "A" attached hereto and made a part hereof, and thereafter, as applicable, to such additions thereto as may be brought within the jurisdiction of this Declaration and/or the Association; provided, however, Declarant reserves the right to withdraw from the provisions hereof such portion or portions of the Property as Declarant from time to time elects, upon the execution by Declarant of a Supplemental Declaration.

Section 34. "STORMWATER MANAGEMENT SYSTEM" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapter 62-330, F.A.C. The Drainage System referred to in the Articles that were filed with the Secretary of State prior to the preparation of this Declaration, is one and the same as the Stormwater Management System defined in this Declaration.

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Section 35. "SUPPLEMENTAL DECLARATION" shall mean any instrument executed by Declarant which, when recorded in the Public Records of the County, shall: (a) commit Additional Property, if any (provided Declarant is the owner thereof) to the provisions of this Declaration, and shall be the only method of committing such property to the provisions of this Declaration, (b) withdraw any portion(s) of the Property from the lien and effect of this Declaration, (c) designate portion(s) of the Property or Additional Property to be or not to be Association Property hereunder, and/or (d) be for such other purposes as are provided in this Declaration. A Supplemental Declaration may also be used to impose additional covenants, restrictions, reservations, regulations, burdens, liens and easements upon the Property or any portion thereof and/or remove any of same. The Association shall join in the execution of any Supplemental Declaration at the request of Declarant but such joinder shall not be required to make any such Supplemental Declaration effective. The Owners shall not be required to join in the execution of any Supplemental Declaration but shall nevertheless be bound thereby.

Section 36. "TURNOVER DATE" shall mean the date upon which "Class A Members" (as defined in the Articles), including Declarant, shall assume control of the Association and elect the Board, as more particularly described in the Articles.

Section 37. "WATER MANAGEMENT DISTRICT" shall mean the St. Johns River Water Management District.

Section 38. "WATER MANAGEMENT DISTRICT PERMIT" shall mean that certain permit issued by the Water Management District under Permit No. 48-01424-S-02, as same may be amended, modified or supplemented from time to time.

Section 39. "WOODLAND PARK" shall mean that planned development located in the County which encompasses the Property, and is presently intended to consist of Homes and Association Property. Woodland Park will initially consist of the Property and may be expanded to include Additional Property or reduced by withdrawal of property, all by the recording of one or more Supplemental Declaration(s).

Section 40. "WOODLAND PARK DOCUMENTS" shall mean in the aggregate this Declaration, the Articles, the Bylaws, the Plat, the Additional Plat, if any, and all of the instruments and documents referred to herein and therein, including, but not limited to, any Amendment(s) and Supplemental Declaration(s), all as may be further amended and/or supplemented from time to time.

ARTICLE II
DESCRIPTION OF WOODLAND PARK

Section 1. GENERAL PLAN OF DEVELOPMENT. Woodland Park comprises the Property encompassing, or which will encompass, Homes and the Association Property as more particularly defined by this Declaration and, in addition, lands which Declarant may add, but shall in no way be obligated to add, by one or more Supplemental Declaration(s). The Property initially declared hereunder is described in Exhibit "A" attached hereto. It is presently anticipated that Woodland Park will contain single-family Homes and the Association Property described herein. Notwithstanding the foregoing, however, Declarant reserves the right to modify

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its plan of development of Woodland Park (including, without limitation, the right to modify the site plan of Woodland Park and the right to change Home product types and the number of Homes to be constructed within Woodland Park) and/or the right to add land to Woodland Park or to withdraw land from Woodland Park in its sole and absolute discretion. Therefore, in the event Declarant modifies its plan of development of Woodland Park, adds land to Woodland Park and/or withdraws land from Woodland Park, the number of Lots, the layout of Lots and/or the size of Lots within Woodland Park may change and as a result of any changes in the number of Lots, the Assessments required to be paid pursuant to this Declaration may increase or decrease as appropriate. Declarant's general plan of development further contemplates that such Homes shall be whatever types of structures Declarant may choose which are in conformance with this Declaration. Declarant's general plan of development of Woodland Park may also include whatever facilities and amenities Declarant considers in its sole judgment to be appropriate to Woodland Park, as well as any changes thereto.

Due to the integrated nature of Woodland Park under the terms of Orange County Planned Development Zoning Ordinances ODR-1305-135 and Z-04-037, as may be amended from time to time (the "PD"), no Owner shall be permitted to construct or modify any improvement on the Property or take any action of any kind or nature which would result in a modification of the terms and provisions of the PD without the prior mutual written consent of Declarant. Declarant shall have the right to modify the PD and any other local governmental development order, zoning and future land use designation of any portion of the Property still under its ownership.

Additional Property will become a part of Woodland Park if, and only if, Declarant in its sole discretion adds Additional Property to Woodland Park by recording a Supplemental Declaration to such effect. Declarant hereby reserves an easement for ingress and egress and for utilities and drainage over, under and across the Property for the benefit of any Additional Property; provided, however, no such easement may be granted upon any portion of the Property that lies directly beneath a Home.

Declarant expressly reserves the right as to the Property to (i) commence construction and development of the Property if and when Declarant desires; (ii) develop the Property (including, without limitation the recreational facilities and amenities), upon such timetable as Declarant, in its sole discretion, chooses; and (iii) modify the plan of development of the Property (including, without limitation, the right to modify the site plan and/or master plan of Woodland Park, the right to add recreational facilities and amenities, and the right to change the Home product types and number of Homes to be constructed within Woodland Park) in such manner as Declarant, in its sole discretion, chooses. Nothing contained herein shall be construed as obligating Declarant to construct Woodland Park according to the present plan of development or as obligating Declarant to declare any Additional Property to be Property.

Section 2. ASSOCIATION PROPERTY. The Association Property shall consist of: (a) the property indicated on the Plat and Additional Plat(s), if any, as Association Property or as property reserved for or dedicated to the Association, and (b) any other property designated as Association Property in this Declaration or any Supplemental Declaration. The Association Property shall be used for recreational and social purposes as well as other proper purposes by the Association and the Owners and their family members, guests, invitees and tenants in

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accordance with the Woodland Park Documents. Association Property may not be altered, modified, removed or replaced by Owners or their family members, guests, invitees or tenants.

The portions of Woodland Park described in this Section 2 shall constitute Association Property and shall be used solely in accordance with the covenants, restrictions, reservations, regulations and burdens imposed upon the Association Property including, without limitation, the following:

(1) Open Space/Landscape/Wall and Open Space Areas. The "Open Space/Landscape/Wall and Open Space Areas" are those portions of Woodland Park shown on the Plat as Tracts A, B, C, H and J, and which are reserved for or dedicated to the Association, shall be Association Property and are to be used, kept and maintained as such by the Association and the Owners within Woodland Park, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. Such Open Space/Landscape/Wall and Open Space Areas are owned by the Association, and shall be maintained, administered and operated by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. No Owner may install landscaping or any other Improvements in such Open Space/Landscape/Wall and Open Space Areas.

(2) Park Area. The "Park Area" is that portion of Woodland Park shown on the Plat as Tract D, and which is reserved for or dedicated to the Association, shall be Association Property and are to be used, kept and maintained as such by the Association and the Owners within Woodland Park, their family members, guests, invitees and tenants, in accordance with the provisions of this Declaration. Such Park Areas are owned by the Association, and shall be maintained, administered and operated by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental agencies. No Owner may install landscaping or any other Improvements in such Park Areas.

(3) Entranceway(s) and Entry Gate(s), if any. Woodland Park does not currently include but in the future may include entranceway(s) and entry gate(s) installed by Declarant or the Association. Such entranceway(s) and/or entry gate(s) shall be deemed Association Property and shall be administered, maintained, operated, repaired and/or replaced by the Association and the expense thereof shall be included as an Operating Expense. The entry gate(s), if any, may or may not be staffed, as determined in the sole discretion of the Association. All other portions of the entranceway(s) shall also be owned and maintained by the Association. Neither Declarant nor the Association makes any representations whatsoever as to the security of the Property or the effectiveness of any entry gate(s). All Owners agree to hold Declarant and the Association harmless from any loss or claim arising within the Property from the occurrence of a crime or other act. The Owners acknowledge that the entry gate(s), if any, will be designed only to restrict vehicular access to Woodland Park, and will not be able to prevent crime. Notwithstanding anything herein to the contrary, neither Declarant nor the Association makes any representations whatsoever to commence, complete, construct or staff any entry gate(s) within any specific time period or if at all.

Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers shall have access to the Woodland Park property at all times and the Association shall not impede any such access. Any entranceway(s) and entry gate(s) installed

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shall remain open during construction and sales hours to allow Declarant, its successors, assigns, employees, contractors, sub-contractors and potential purchasers access to the Woodland Park property. Declarant hereby reserves and grants an easement in favor of itself, its successors and/or assigns throughout all portions of Woodland Park as may be necessary for the purpose of accessing the Property during the development and sale period and no Owner or the Association shall do any act which may interfere with Declarant having access through the entranceway(s) and entry gate(s). Declarant hereby reserves and grants an easement in favor of the Association throughout all portions of Woodland Park as may be necessary for the purpose of accessing the Property, maintaining and administering the entranceway(s) and entry gate(s), and no Owner shall do any act which may interfere with the performance by the Association of its obligations hereunder or to interfere with access to through the entranceway(s) and entry gate(s).

(4) Buffers. The "Buffers" are those portions of the Property which run along the outer perimeter of the Property, or adjacent to certain roads. The Buffers shall be maintained by the Association in accordance with the provisions of this Declaration and the requirements of the appropriate governmental authorities. In order to preserve the aesthetic image of Woodland Park and to help maximize the Owners' use and enjoyment thereof, no Improvements, landscaping or other additions and/or deletions are permitted within the Buffers without the prior written consent of the Association and appropriate governmental agencies, excepting any Improvements, landscaping or other additions made or installed by Declarant and/or the Association, such as, but not limited to, berms, landscaping, fences, sod, signs, walkways, walls and light poles.

(5) Irrigation System(s). The Association shall be responsible for all costs associated with the irrigation system(s) serving the Association Property within Woodland Park as described in Article VI, Section 7 hereof.

(6) Right to Add Additional Improvements. Such portions of the Association Property upon which Declarant has constructed, or Declarant or the Association hereafter constructs, Improvements shall be kept and maintained for use in a manner consistent with the nature of such Improvements located, or to be located, thereon. Declarant and the Association reserve the right, but shall not be obligated, to construct additional facilities upon the Association Property. Declarant's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of Declarant, and the Association's decision as to whether to construct additional facilities and the construction thereof shall be in the sole discretion of the Association.

Section 3. ROADS. The roads and any associated facilities will be repaired, replaced, relocated, maintained and owned by the County.

Section 4. COSTS. All costs associated with operating, maintaining, repairing and replacing the Association Property shall be the obligation of the Association. The Association Property shall be conveyed to the Association in accordance with the provisions of Article III, Section 6 hereof.

Section 5. PRIVATE USE. For the term of this Declaration, the Association Property is not for the use and enjoyment of the public, but is expressly reserved for the private use and

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enjoyment of Declarant, the Association, and the Owners, and their family members, guests, invitees and tenants, but only in accordance with this Declaration.

A. Notwithstanding anything in this Declaration to the contrary, however, Declarant hereby expressly reserves for itself and its affiliates the right to use the Association Property for such period of time as Declarant determines to be necessary in connection with the sale and marketing by Declarant and/or its affiliates of Homes in Woodland Park and/or in any other communities developed or to be developed by Declarant or its affiliates, including, but not limited to, the holding of sales and marketing meetings, the use of "model row(s)" if one or more, the use of design centers, the use of service and construction trailers, and engaging in sales promotions and related sales and marketing activities for the general public.

B. Except to the extent provided herein and elsewhere in the Woodland Park Documents, the Association Property shall be for the sole and exclusive use of the Owners and residents of Woodland Park and their family members, guests, invitees and tenants.

C. The administration, management, operation and maintenance of the Association Property shall be the responsibility of the Association, as provided herein and in the Woodland Park Documents.

D. The right to use the Association Property shall be subject to the rules and regulations established by the Association as the same may be amended from time to time.

Section 6. STREET LIGHTS. The "Street Lights" and any associated facilities placed within the Property and any street lights and associated facilities placed within public rights of way by agreement between Declarant or Association and the County, are or shall be installed by the County, and will be repaired, replaced, relocated, maintained and owned by the County. The County will own the Street Lights. The cost of the maintenance of the Street Lights is billed to the Owners through a Municipal Service Benefit Unit ("MSBU") and is collected through the County Tax Collector along with the annual real estate taxes for each Lot.

Section 7. DETENTION POND AREAS. The "Detention Pond Areas" are those portions of Woodland Park shown on the Plat as Tracts E, F and I, and which are dedicated to the County on the Plat. Such Detention Pond Areas are owned by the County, and shall be maintained, administered and operated by the County, and any appropriate governmental agencies. No Owner may install landscaping or any other Improvements in such Detention Pond Areas. An easement for aesthetic maintenance is hereby dedicated to the Association over Tracts E, F and I. Maintenance of the underground system is the responsibility of the County. The Association intends on entering into a maintenance agreement with the County for the Association to maintain all or part of the Detention Ponds.

The Detention Ponds and wetlands, if any, within the Property shall always be kept and maintained as Detention Ponds for water retention, drainage, irrigation, littoral plantings and water management purposes in compliance with all applicable governmental requirements including, without limitation, the requirements of the County and the Water Management District. The Detention Ponds shall be maintained, administered, operated and owned by the County. In furtherance of the foregoing, Declarant hereby reserves and grants an easement in

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favor of the County and throughout all portions of Woodland Park as may be necessary for the purpose of accessing, maintaining and administering the Detention Ponds and wetlands, if any, and no Owner shall do any act which may interfere with the performance by the County of its obligations hereunder.

Water levels in the Detention Ponds within and adjacent to the Property may rise and fall significantly due to, among other things, certain natural causes including, without limitation, rain, sun, and fluctuations in ground water elevations within the surrounding areas. Accordingly, Declarant, the Association, the Water Management District and the County have no control over such water levels and/or ground water elevations. Each Owner, by acceptance of a deed or title to a Lot, hereby releases Declarant, the Association, the Water Management District and the County from and against any and all losses, claims, demands, liabilities, damages, costs and expenses of whatever nature or kind (including, without limitation, Legal Fees), related to, arising out of and/or resulting from water levels in the Detention Ponds regardless of the cause thereof.

DECLARANT AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS, FOR THE DETENTION PONDS, AND/OR ANY OTHER PORTIONS OF THE ASSOCIATION PROPERTY. ANY INDIVIDUAL USING THE DETENTION PONDS AND/OR ANY OTHER PORTIONS OF THE ASSOCIATION PROPERTY SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS DECLARANT, THE ASSOCIATION, THE WATER MANAGEMENT DISTRICT AND THE COUNTY HARMLESS FROM AND AGAINST ANY CLAIM OR LOSS (INCLUDING, WITHOUT LIMITATION, THOSE FROM PROPERTY DAMAGE, INJURY AND/OR DEATH) ARISING FROM SUCH USE.

EACH OWNER, BY THE ACCEPTANCE OF A DEED OR TITLE TO A LOT, ACKNOWLEDGES THAT THE DETENTION PONDS ARE EXTREMELY DEEP AND DANGEROUS. NEITHER DECLARANT, THE ASSOCIATION, THE WATER MANAGEMENT DISTRICT, THE COUNTY, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, PARTNERS, COMMITTEE MEMBERS, EMPLOYEES, MANAGEMENT AGENTS, CONTRACTORS OR SUBCONTRACTORS (COLLECTIVELY, THE "LISTED PARTIES") SHALL BE LIABLE OR RESPONSIBLE FOR MAINTAINING OR ASSURING THE SAFETY, WATER QUALITY OR WATER LEVEL OF/IN ANY DETENTION POND, CREEK, STREAM OR OTHER WATER BODY WITHIN OR AROUND WOODLAND PARK, EXCEPT AS SUCH RESPONSIBILITY MAY BE SPECIFICALLY IMPOSED BY, OR CONTRACTED FOR WITH, AN APPLICABLE GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR AUTHORITY. FURTHER, NONE OF THE LISTED PARTIES SHALL BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY OR DEATH OCCURRING IN, OR OTHERWISE RELATED TO, ANY WATER BODY, ALL PERSONS USING SAME DOING SO AT THEIR OWN RISK. ALL OWNERS AND USERS OF ANY PORTION OF WOODLAND PARK SHALL BE DEEMED, BY VIRTUE OF THEIR ACCEPTANCE OF A DEED OR TITLE TO OR USE OF SUCH PROPERTY, TO HAVE AGREED TO RELEASE THE LISTED PARTIES FROM ALL CLAIMS FOR ANY AND ALL CHANGES IN THE SAFETY, QUALITY AND LEVEL OF THE WATER IN SUCH BODIES. ALL PERSONS ARE HEREBY NOTIFIED THAT FROM TIME TO TIME WILDLIFE MAY INHABIT OR ENTER INTO WATER

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BODIES WITHIN OR NEARBY WOODLAND PARK AND MAY POSE A THREAT TO PERSONS, PETS AND PROPERTY, BUT THAT THE LISTED PARTIES ARE UNDER NO DUTY TO PROTECT AGAINST, AND DO NOT IN ANY MANNER WARRANT OR INSURE AGAINST, ANY DEATH, INJURY OR DAMAGE CAUSED BY SUCH WILDLIFE.

Notwithstanding anything contained herein to the contrary, and subject to the rights and obligations of the County to maintain the Detention Ponds for water retention, drainage, irrigation and water management purposes for all of Woodland Park, and the right of the County to adopt rules from time to time with respect to the use of the Detention Ponds for such purposes, the Detention Ponds shall be reserved for the private use and enjoyment of all Owners, their family members, guests, invitees and tenants, but only in accordance with this Declaration.

No swimming, fishing or boating of any kind shall be permitted in any Detention Ponds.

No planting, fencing or other Improvements or additions to the drainage easements surrounding a Detention Pond and outside the Lot is permitted. No installation of sand or other materials intended to simulate a beach shall be permitted along the Detention Pond banks or within the drainage easements or rear yards of Lots abutting Detention Ponds. The drainage easements are for the use of the Association, the County, the Water Management District, and any other governmental or quasi-governmental agency for access to the Detention Ponds for maintenance of the Detention Ponds and littoral plantings and other proper purposes. No alteration, relocation, removal or damage to littoral plantings, wetland plantings or upland plantings located in drainage easements is permitted by any Owner.

Section 9. STORMWATER MANAGEMENT SYSTEM. The County shall be responsible for all costs associated with all cleaning, maintenance, repair and replacement of any portion of the Stormwater Management System on the Property owned by the Association and necessary to maintain the system in its original condition and use. The cost of the maintenance of the Stormwater Management System is billed to the Owners through a Municipal Service Benefit Unit ("MSBU") and is collected through the County Tax Collector along with the annual real estate taxes for each Lot.

Section 10. MODEL ROW. Declarant hereby reserves the right to construct and/or operate a "model row(s)" in Woodland Park that contains models for Woodland Park. The "model row(s)" may also contain parking, landscaping and fencing across roads as Declarant may determine in its sole discretion. In the event that Declarant and/or any of Declarant's affiliates constructs a "model row(s)" in Woodland Park, such "model row(s)" may be used for such period of time that Declarant and/or any of Declarant's affiliates determine to be necessary in its or their sole discretion. Each Owner, by acceptance of a deed or title to a Lot in Woodland Park, acknowledges and agrees that: (i) Declarant and/or any of Declarant's affiliates have a right to construct and/or operate a "model row(s)"; (ii) Declarant and/or any of Declarant's affiliates have an easement over Woodland Park for ingress and egress to and from the "model row(s)" and to use and show the models to prospective purchasers in Woodland Park or other communities being developed by Declarant and/or any of Declarant's affiliates, for so long as such "model row(s)" exists; and (iii) Owner shall not interfere in any manner whatsoever in the sales process by Declarant and/or any of Declarant's affiliates, including, without limitation, the carrying of signs, the posting of signs on Lots or Homes, or other types of demonstrations in or

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around Woodland Park or any public right-of-way adjacent to the Property. Each Owner acknowledges and agrees that any such activities interfere with the quiet enjoyment of Woodland Park by the other Owners, are detrimental to the value of the Homes within Woodland Park, and interfere with Declarant's and/or its affiliates' ability to conduct their business.

Section 11. COMMUNITY SYSTEMS. Declarant shall have the right, but not the obligation, to convey, transfer, sell or assign all or any portion of the Community Systems located within the Property, or all or any portion of the rights, duties or obligations with respect thereto to the Association or any other person or entity (including an Owner, as to any portion of a Community System located on/in such Owner's Lot). Without limiting the generality of this Section 11, if and when any of the aforesaid persons and/or entities receive such a conveyance, sale, transfer or assignment, such person and/or entity shall automatically be deemed vested with such rights of Declarant with regard thereto as are assigned by Declarant in connection therewith; provided, however, that if the Association is the applicable entity, then any Community Systems or portions thereof shall be deemed Association Property hereunder and the Association's rights, duties and obligations with respect thereto shall be the same as those applicable to other Association Property unless otherwise provided by Declarant. Any conveyance, transfer, sale or assignment made by Declarant pursuant to this Section 11: (i) may be made with or without consideration, (ii) shall not require the consent or approval of the Association or any Owner, and (iii) if made to the Association, shall be deemed to have been automatically accepted (with all rights, duties, obligations and liabilities with respect thereto being deemed to have been automatically assumed). In recognition of the intended increased effectiveness and potentially reduced installation and maintenance costs and user fees arising from the connection of all Lots and Association Property within Woodland Park to the applicable Community Systems, each Owner and occupant of a Home shall, by virtue of the acceptance of a deed or title to a Lot or other right of occupancy thereof, be deemed to have consented to and ratified any and all agreements to which the Association is a party which is based upon (in terms of pricing structure or otherwise) a requirement that all Lots be so connected. The foregoing shall not, however, prohibit the Association or Community Systems provider from making exceptions to any such 100% use requirement in its reasonable discretion. WITH RESPECT TO COMMUNITY SYSTEMS, ALL PERSONS ARE REFERRED TO ARTICLE VI, SECTION 6 HEREOF, WHICH SHALL AT ALL TIMES APPLY TO THIS SECTION.

ARTICLE III
ADDITIONS TO AND WITHDRAWALS FROM THE PROPERTY; CONVEYANCE OF ASSOCIATION PROPERTY

Section 1. ADDITIONS. Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property. Upon the recording of a Supplemental Declaration, the property described therein shall be deemed part of the Property as if it were originally included therein and subject to this Declaration. Any such Supplemental Declaration may submit any Additional Property or any other real property to such modifications of the covenants, restrictions, reservations, regulations, burdens, liens and/or easements contained in this Declaration as may be necessary or convenient to reflect or adapt to any

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changes in circumstances or differences in the character of any such Additional Property or other property. Nothing contained in this Section 1 shall be construed to require the joinder by or consent of the Owners or the Association to any such Supplemental Declaration; provided, however, the Association shall join in the execution of any such Supplemental Declaration at the request of Declarant. In addition, nothing herein shall require Declarant to add any Additional Property.

Section 2. DESIGNATION OF ADDITIONAL ASSOCIATION PROPERTY. Declarant may, from time to time, by recording Supplemental Declarations in the County, designate additional portions of the then existing Property owned by it to be Association Property.

Section 3. DISCLAIMER OF IMPLICATION. Only the real property described in Exhibit "A" hereto is submitted and declared as the Property subject to this Declaration. Unless and until a Supplemental Declaration is recorded in the fashion required pursuant to this Declaration, no other property (including any Additional Property) shall in any way be deemed to constitute a portion of the Property or be affected by the covenants, restrictions, regulations, burdens, liens and easements expressly binding the Property as provided by the terms of this Declaration.

Section 4. ABSENCE OF OBLIGATION. Nothing in this Declaration shall be construed to require Declarant to add any Additional Property to the Property encumbered by this Declaration or to require Declarant to declare any portion of any properties added to the Property to be Association Property, nor shall anything in this Declaration be construed to require Declarant to declare any portion or portions of the existing Property as Association Property, except to the extent herein specifically provided.

Section 5. WITHDRAWAL. Notwithstanding anything herein to the contrary, Declarant reserves the absolute right at any time to withdraw portions of the Property from the provisions of this Declaration by recording an appropriate Supplemental Declaration in the County. Any such Supplemental Declaration must be executed by Declarant, the Owner of each Lot located on the Property sought to be withdrawn (if any) and each holder of an Institutional Mortgage on a Lot located on the Property sought to be withdrawn (if any), in order to be effective. Nothing contained in this Section shall be construed to require the joinder by or consent of the Owners of Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, such Owners' Institutional Mortgagees holding mortgages on Lots on the portion of the Property which is not withdrawn by such Supplemental Declaration, or the Association.

Section 6. TITLE TO THE ASSOCIATION PROPERTY. To the extent herein provided, the Association Property is hereby dedicated to the joint and several uses in common of the Owners of all Lots that may, from time to time, constitute part of the Property. On or prior to the Turnover Date, Declarant or its successors and assigns shall convey and transfer to the Association, by quitclaim deed, the fee simple title to the Association Property free and clear of any mortgages and the Association shall accept such conveyance, holding title for the Owners as aforesaid. Such conveyance shall be subject to: (i) real estate taxes and assessments due with respect to the Association Property from and after the date of recording of this Declaration; (ii) all laws, ordinances, regulations, restrictions, prohibitions and other requirements imposed by governmental authorities, including, without limitation, all building, zoning, land use and environmental laws, ordinances, codes and regulations; (iii) matters which would be disclosed

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by an accurate survey of the Association Property; (iv) easements, covenants, conditions, restrictions, reservations, limitations and other matters of record; and (v) the terms and provisions of this Declaration, as the same may have been modified, amended and/or supplemented from time to time. Declarant is not obligated to provide the Association with a survey.

At the time of conveyance of the Association Property or any portion thereof, the Association shall be required to accept the Association Property, together with the personal property and Improvements appurtenant thereto, if any. The Association hereby agrees to accept the Association Property and the personal property and Improvements appurtenant thereto in "AS IS" "WHERE IS" condition, without any representation or warranty, expressed or implied, in fact or by law, as to the condition or fitness of the Association Property or any portions thereof, and the personal property and Improvements appurtenant thereto being conveyed. IN THAT REGARD, THE ASSOCIATION AND EACH OWNER KNOWINGLY AND VOLUNTARILY RELINQUISHES AND WAIVES, AND DECLARANT EXPRESSLY DISCLAIMS, ANY AND ALL WARRANTIES (EXPRESS OR IMPLIED) AS TO THE ASSOCIATION PROPERTY AND PERSONAL PROPERTY AND IMPROVEMENTS WHETHER ARISING FROM CUSTOM, USAGE OR TRADE, COURSE OF CONDUCT, COURSE OF DEALING, CASE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF HABITABILITY, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR ANY INTENDED OR PARTICULAR PURPOSE.

TO THE EXTENT THAT BY LAW OR OTHERWISE ANY OF THE WARRANTIES RELINQUISHED, WAIVED OR DISCLAIMED CANNOT BE RELINQUISHED, WAIVED OR DISCLAIMED, IN WHOLE OR IN PART, ALL SECONDARY, INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE SPECIFICALLY EXCLUDED AND DISCLAIMED (INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM CLAIMS OF PROPERTY DAMAGE, LOSS OF USE, PERSONAL INJURY OR EMOTIONAL DISTRESS).

The Association and each Owner acknowledges and agrees that Declarant has or will install trees, shrubs, plants and other landscaping that meets or exceeds the requirements of the County Land Development Code ("LDC") and that from the time of such initial installation, such trees, shrubs, plants and other landscaping may mature, expand, decay and/or die from time to time. The Association shall have no claim whatsoever against Declarant and hereby releases any and all claims against Declarant for any trees, shrubs, plants and other landscaping that has decayed or died regardless of the reasons therefor so long as all of the remaining trees, shrubs, plants and other landscaping, when looked at as a whole, exceed the minimum requirements of the LDC.

The Association shall accept this conveyance of the Association Property (together with the personal property and Improvements appurtenant thereto) and shall pay all costs of such conveyance including documentary stamps and other taxes of conveyance, recording charges, title insurance expenses and insurance fees. The conveyance shall not, however, impair in any way Declarant's rights and easements as set forth in this Declaration.

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Commencing upon the date this Declaration is recorded, and notwithstanding that title thereto has not yet been conveyed to the Association, the Association shall be responsible for the maintenance of the Association Property in a continuous and satisfactory manner without cost to the general taxpayers of the County. The Association shall be responsible for the payment of real estate taxes, if any, against the Association Property including taxes on any Improvements and any personal property thereon accruing from and after the date this Declaration is recorded.

The Owners (including Declarant as to Lots owned by it) shall have no personal liability for any damages: (i) for which the Association is legally liable, or (ii) arising out of, relating to, or in connection with the existence or use of any Association Property, or any other property required to be maintained by the Association.

Subject to the foregoing, Declarant may mortgage any or all portions of the Association Property to finance construction and development expenses provided that the mortgagee recognizes the rights of Owners under this Declaration and neither the Association nor any Owner is personally liable for paying the mortgage. In such event, neither the Association nor the Owners shall be required to join in or be entitled to consent to such mortgage. The Association Property shall be released from any such mortgage no later than the date same is conveyed to the Association.

ARTICLE IV
OWNERS' PROPERTY RIGHTS

Section 1. OWNERS' EASEMENTS OF ENJOYMENT. Every Owner and family member, guest, tenant, agent or invitee of an Owner shall, except as may otherwise be provided in this Declaration, have a permanent and perpetual, nonexclusive easement for ingress and egress over, enjoyment in, and use of Association Property within the Property (except as may otherwise be specifically provided elsewhere in this Declaration), in common with all other Owners, their family members, guests, tenants, agents and invitees, which easement shall be appurtenant to, and shall pass with a deed and/or title to, each Owner's Lot. This right shall be subject to the following conditions and limitations:

A. The right and duty of the Association to reasonably limit the number of guests, visitors, invitees or tenants of an Owner using the Association Property.

B. The right and duty of the Association to levy Assessments against each Lot for the purpose of operating, maintaining, repairing and replacing the Association Property and Improvements thereon in compliance with the provisions of this Declaration and the restrictions on portions of the Property from time to time recorded by Declarant.

C. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the use of the Association Property.

D. The right of the Association to establish, amend and/or abolish from time to time, uniform rules and regulations pertaining to the Lots for the purposes of enhancing the aesthetic uniformity of the Property.

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E. The right of the Association in accordance with its Articles, Bylaws, and this Declaration, with the vote or written assent of two-thirds (2/3) of the total voting interests, except as provided to the contrary in this Declaration, to borrow money for the purpose of improving the Association Property and Improvements thereon, and, in aid thereof, to mortgage, pledge, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred, provided that the rights of such mortgagee shall be subordinated to the use rights of the Owners in the Association Property. Notwithstanding the foregoing, such two-thirds (2/3) vote or written assent of total voting interests shall not be required for such Improvements made for the sole purpose of preservation of, or prevention of damage to Association Property.

F. The right of the Association to dedicate, release, alienate, or transfer all or any part of the Association Property owned by the Association to any public agency, authority, or utility and to grant any covenant, restriction or reservation against the Association Property in favor of any such public agency, authority, or utility; provided, however, no such dedication, release, alienation, or transfer shall be effective unless Members entitled to cast two-thirds (2/3) of the total voting interests agree to such dedication, release, alienation or transfer.

G. The right of the Association, without any vote of the Owners, to grant easements and rights-of-way, where necessary or desirable, for utilities, water and sewer facilities, cable television, and other services over the Association Property to serve the Association Property and other portions of the Property without vote of the Owners.

H. The right of Declarant, Declarant's affiliates, and each of their respective officers, directors, partners, employees, agents, licensees, and invitees to the nonexclusive use of the Association Property and the Improvements thereon, without charge, for sales, marketing, display, access, ingress, egress, construction, and exhibit purposes, and to grant (without consent of the Association and/or vote of the Owners) easements and rights-of-way as provided in this Declaration.

I. The right of the Association, by action of the Board, to reconstruct, replace, or refinish any Improvement or portion thereof upon the Association Property, in accordance with the original design, finish, or standard of construction of such Improvement.

J. The right, however not the duty, of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Association Property.

K. The right, however not the duty, of the Association by action of the Board to seek the vacation of publicly dedicated streets, if any, upon the Property.

L. The right, however not the duty, of the Association, following a tropical storm, hurricane or other Act of God, to upright and/or remove any fallen or dislodged trees on: (i) any Lot, and/or (ii) any grassed areas located between the front and/or side(s) of such Owner's Lot and the street. The Owner of said Lot(s) shall be required to reimburse the Association for the costs and expenses incurred by the Association in connection with the

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uprighting and/or removal of any fallen or dislodged trees. In that regard, the Association may levy a Special Assessment against such Lot(s) in connection with such costs and expenses, to the exclusion of all other Owners, without the need for obtaining the affirmative assent of at least two-thirds (2/3) of all Members as set forth in Section 3 of Article VII.

M. The easements provided elsewhere in this Declaration, designated on the Plat, or on the Additional Plat(s), if any, including, but not limited to, those set forth in this Article IV.

N. The right of the Association to provide for the maintenance, preservation and architectural control of Lots, Improvements and other properties as set forth in this Declaration.

O. The right of the Association and Declarant and their respective employees, agents, licensees, and invitees to come upon the Property (including, without limitation, Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient for the Association and/or Declarant to carry on their respective duties, obligations, responsibilities under, and all other work referred to in, this Declaration (including, without limitation, Declarant's development and construction of Woodland Park and Homes therein).

Section 2. DELEGATION OF USE. Any Owner may delegate, in accordance with the Bylaws, such Owner's right of enjoyment to the Association Property to the members of such Owner's family, or to the tenants who reside in such Owner's Home, subject to this Declaration, all of the rules and regulations presently in effect and any which may become effective in the future, and subject further to reasonable regulation by the Board.

Section 3. RECOGNITION OF EASEMENTS. Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Property under this Declaration.

Section 4. EASEMENTS FOR VEHICULAR TRAFFIC. In addition to the general easements for use of the Association Property reserved herein, there shall be, and Declarant hereby reserves, grants, and covenants for itself and all future Owners, their family members, guests, invitees and tenants, Institutional Mortgagees of the Property (or portions thereof), and to the Association, that all of the foregoing shall have a perpetual nonexclusive easement for vehicular traffic over (i) all streets within or upon the Property dedicated to the public use (as well as alcoves, cul de sacs, and other paved areas abutting or serving the same), and (ii) any private roads within or upon the Property, if any.

Section 5. ACCESS EASEMENT. Declarant hereby reserves perpetual, nonexclusive easements of ingress and egress over and across: (i) any and all streets within or upon the Property dedicated to the public use (as well as alcoves, cul de sacs, and other private, paved areas, if any, abutting or serving the same), (ii) any private roads and driveways within or upon the Property, and (iii) all other portions of the Property, any of the foregoing of which are necessary or convenient for enabling Declarant to carry on and complete the work and/or exercise its rights referred to in this Declaration. All of the foregoing easements shall be for the

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use of Declarant, Declarant's employees, contractors and agents, Declarant's successors and assigns, Owners, and the respective tenants, employees, agents, invitees, and licensees of Declarant and Owners.

Section 6. GRANT AND RESERVATION OF EASEMENTS. Declarant hereby reserves and grants the following perpetual, nonexclusive easements over and across the Property as covenants running with the Property for the benefit of the Owners, the Association, and Declarant as hereinafter specified for the following purposes:

A. Utility and Services Easements. All of the Property shall be subject to an easement or easements to provide for: (i) installation, service, repair and maintenance of the equipment required to provide utility services other than Community Systems to the Association Property and the Lots, including, but not limited to, power, lights, telephone, gas, water, sewer, irrigation and drainage, and (ii) governmental services, including, but not limited to, police, fire, mail, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

B. Easement for Encroachment and Sidewalks. All of the Property shall be subject to an easement or easements for encroachment in favor of each Owner in the event any portion of such Owner's Home or appurtenant Improvements installed by Declarant such as stucco, a fence or underground footer now or hereafter encroaches upon any of the Lots as a result of minor inaccuracies in survey or construction, by design, or due to settlement or movement. Such encroaching Improvements installed by Declarant shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching Improvements in favor of the Owner thereof or such Owner's designees.

Declarant grants easements of encroachment, and for maintenance and use of any permitted encroachment, between each Lot and any adjacent Association Property and between adjacent Lots. Such easement shall permit encroachments between Lots only by a structure or fixture (i) which has been built by Declarant or approved in accordance with Article VIII of this Declaration, or (ii) which is unintentionally constructed on another's property. An encroachment easement between Lots shall not exist if the encroachment results from willful and knowing conduct on the part of, or with the knowledge and consent of, the person claiming the benefit of such easement. All Lots shall be subject to an easement for any Association Property sidewalks placed upon such Lots by Declarant, if any.

C. Easement to Enter Upon Lots. An easement or easements for ingress and egress in favor of the Association, including the Board or the designee of the Board, to enter upon the Lots for the purposes of fulfilling its duties and responsibilities of maintenance and/or repair in accordance with the Woodland Park Documents, including, by way of example, the making of such repairs, maintenance or reconstruction as are necessary for the Association Property, as required herein.

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D. Easement Over Association Property. An easement of enjoyment in favor of all Owners, their family members, guests, invitees and tenants in and to the Association Property which shall be appurtenant to and shall pass with a deed or title to every Lot in the Property, subject to the following:

(1) the right of the Association to suspend the right to use the Association Property of any Owner and such Owner's family members, guests, invitees and tenants for any period during which Assessments against such Owner's Lot remain unpaid, subject to the notice and hearing provisions in Article X, Section 1 herein;

(2) the right of the Association to grant permits, licenses and easements over the Association Property for utilities and other purposes reasonably necessary or useful for the proper maintenance or operation of the Property; and

(3) all provisions set forth in the Woodland Park Documents.

F. Access and Drainage Easement. The County shall have a perpetual non-exclusive easement over all areas of the Stormwater Management System for access to operate, maintain or repair the Stormwater Management System. By this easement, the County 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 County and/or the Water Management District. Additionally, the County shall have a perpetual non-exclusive easement for drainage over the entire Stormwater Management System, including buffer areas or swales, without the prior written approval of the Water Management District. No Owner shall install any plantings, landscaping, fences and/or other Improvements whatsoever in, on, over or across any access and drainage easement.

G. Stormwater Management System Encroachment Easement. An easement for encroachment over, under and upon the drainage easements located within the Lots, as designated on the Plat and Additional Plat(s), if any, in favor of: (i) the Owner of the Lot upon which the drainage easement is located for the existence of any driveway and/or sidewalk or irrigation system or part thereof, encroaching over, under and upon such drainage easement, and (ii) the Association for reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair any driveway and/or sidewalk, or irrigation system or part thereof installed or located over, under and upon such drainage easement. In the event the Association requires access to any Stormwater Management System improvements within a drainage easement located within a Lot upon which any such driveway and/or sidewalk or irrigation system encroaches, the Association has the obligation, at its own cost and expense, to remove and replace any such encroachment, and to return it to its condition immediately preceding such removal and replacement once access to the drainage easement is no longer required. The flowage easements providing for drainage run between each of the Lots parallel to and over the side lot line thereof, draining either from the rear to the front, or from the front to the rear of the Lots. In addition, Declarant may, but is not obligated to, convey easements to the owner(s) of adjacent properties (or portions thereof) to provide legal positive outfall for runoff from such adjacent properties.

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H. Irrigation Easement. An easement for irrigation over, under and upon the Association Property, in favor of the Association, including, but not limited to, reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate, repair and/or replace the Irrigation System, including, without limitation, irrigation pipes and related equipment. Notwithstanding the foregoing, in the event of any damage caused by an Owner to the Irrigation System or any part thereof (including, without limitation, any portions located upon such Owner's Lot) the cost of the repairs and/or replacement resulting from such damage shall be paid by such Owner.

I. Buffer Easements. An easement or easements in favor of the Association for landscape, buffer, drainage and utility purposes.

J. Permanent Fill Slope Easement. Portions of the Property, as shown on the Plat, are subject to that certain Permanent Fill Slope Easement Agreement recorded in Official Records Book 9121, Page 1095, of the Public Records of the County. No Owner may remove or install landscaping or any other Improvements in the Permanent Fill Slope Easement.

Section 7. EASEMENT FOR COMMUNITY SYSTEMS. Notwithstanding anything to the contrary in this Declaration, Declarant and its affiliates and their respective designees shall have a perpetual exclusive easement over, across, upon and under the Association Property and the Lots for the installation, operation, maintenance, repair, replacement, alteration and expansion of Community Systems.

Section 8. ASSIGNMENTS; ADDITIONAL EASEMENTS. The easements reserved hereunder may be assigned by Declarant or the Association in whole or in part to any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Declarant. Declarant shall have and hereby reserves the right to grant and/or reserve additional easements over, under and upon the Property or portions thereof (including the portion of Lots where no physical structure of the Home is located) which may be necessary or desirable by Declarant. The Owners hereby authorize Declarant and/or the Association to execute, on their behalf and without any further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Property or portions thereof in accordance with the provisions of this Declaration.

Notwithstanding anything in this Declaration to the contrary, the easement rights granted to or reserved by Declarant hereunder are not to be construed as creating an affirmative obligation to act on the part of Declarant.

ARTICLE V
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; DURATION OF THE ASSOCIATION

Section 1. MEMBERSHIP AND VOTING RIGHTS. Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Woodland Park Documents. The voting rights of the Members shall be as set forth in the Articles.

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Section 2. BOARD. The Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

Section 3. DURATION OF ASSOCIATION. The duration of the Association shall be perpetual, as set forth in the Articles. In the event of the Association's termination, dissolution, or final liquidation, the responsibility for the operation and maintenance of the Stormwater Management System must be transferred to and accepted by an entity which complies with Rule 62-330.310, F.A.C., and Applicant's Handbook Volume I, Section 12.3, and be approved by the Water Management District prior to termination, dissolution or liquidation.

ARTICLE VI
COVENANT TO PAY ASSESSMENTS; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DECLARANT; CERTAIN RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES

Section 1. AFFIRMATIVE COVENANT TO PAY ASSESSMENTS. In order to: (a) fulfill the terms, provisions, covenants, conditions, restrictions, reservations, regulations, burdens, liens and easements contained in the Woodland Park Documents; and (b) maintain, operate and preserve the Association Property for the use, safety, welfare and benefit of the Members and their family members, guests, invitees and tenants, there is hereby imposed upon each Completed Lot and Incomplete Lot, and each Completed Lot Owner and Incomplete Lot Owner, the affirmative covenant and obligation to pay to the Association commencing from and after the first conveyance of a Completed Lot from Declarant as evidenced by the recordation of a deed in the Public Records of the County (in the manner herein set forth) all Assessments, including, but not limited to, the Individual Lot Assessments, Benefited Assessment and Special Assessments. Each Owner, by acceptance of a deed or other instrument of conveyance conveying a Lot within the Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Woodland Park Documents.

The following expenses of the Association are hereby declared to be Operating Expenses which the Association is obligated to assess and collect, and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Woodland Park Documents: (1) any and all taxes and tax liens which may be assessed or levied at any and all times against the Association Property, the Community Systems or against any and all personal property or Improvements thereon; (2) all charges levied for Community Systems or other utilities providing services for the Association Property or to Owners on a bulk basis, such as water, gas, electricity, telephone, cable television, sanitation, sewer and any type of utility or any other type of service charge which is not separately billed to an Owner; (3) the premiums on policies of insurance including, but not limited to, liability and casualty insurance for the Association Property and directors and officers liability insurance for the officers and directors of the Association; (4) any sums necessary for the maintenance and repair of the Association Property and all Improvements located thereon; (5) administrative and operational expenses; (6) fees and other costs of water usage relating to the use, maintenance and repair of the Irrigation System(s) including, without limitation, all consumption and usage fees; (7) all sums necessary for the maintenance and repair of the Stormwater Management System, including, without limitation, work within Detention Pond Areas, drainage structures and drainage easements; and

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(8) any and all expenses deemed to be Operating Expenses by the Association and/or under this Declaration. In addition, any expense which is required by the Declaration to be the matter of Special Assessment shall not be deemed to be an Operating Expense. Expenses which are required to be the matter of Special Assessment include, by way of example but not by way of limitation, the following: the cost of reconstructing, replacing or improving the Association Property or any portion thereof or Improvements thereon; any casualty loss affecting the Association or the Association Property to the extent such loss exceeds the insurance proceeds, if any, receivable by the Association as a result of such loss; any judgment against the Association (or against a Director or Directors if and to the extent such Director is, or such Directors are, entitled to be indemnified by the Association therefor pursuant to the Articles) to the extent such judgment exceeds the insurance proceeds, if any, received by the Association as a result of such judgment, or an agreement by the Association (or such Director or Directors to whom indemnification is owed) to pay an amount in settlement of a lawsuit against it (or such Director or Directors) to the extent such settlement exceeds the insurance proceeds, if any, received by the Association as a result of such settlement agreement; and Legal Fees incurred by the Association in connection with litigation (whether incurred for the preparation, filing, prosecution or settlement thereof or otherwise), except Legal Fees incurred by the Association in connection with the collection of Assessments or other charges which Owners are obligated to pay pursuant to the Woodland Park Documents or the enforcement of the use and occupancy restrictions contained in the Woodland Park Documents, and except Legal Fees incurred for lawsuits not approved pursuant to Section 12 of Article XIII below.

The Operating Expenses with respect to the Association Property are payable by each Owner to the Association notwithstanding the fact that Declarant may not have as yet conveyed title to the Association Property to the Association.

Section 2. ESTABLISHMENT OF LIENS. Each Assessment against a Lot, together with Interest thereon and costs of collection, including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Any and all Assessments made by the Association in accordance with the provisions of the Woodland Park Documents with Interest thereon and costs of collection, including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, in the event an Institutional Mortgagee of record obtains a deed or title to a Lot as a result of foreclosure of its first mortgage or deed in lieu of foreclosure, such acquirer of a deed or title, its successors or assigns, shall be liable for Assessments pertaining to such Lot or chargeable to the former Owner except and to the extent limited by applicable Florida Statutes.

Section 3. COLLECTION OF ASSESSMENTS. In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

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1. To accelerate the entire amount of any Assessment for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Owner(s) is (are) liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof, including, but not limited to, Legal Fees, may thereupon be collected by the Association from the Owner(s), and such advance by the Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof as provided in Section 2 hereinabove. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus Interest and all costs of collection thereof, including, but not limited to, Legal Fees, without waiving any lien rights or rights of foreclosure of the Association.

5. To charge Interest on such Assessment from the date it becomes due, as well as a late charge of Twenty-Five and No/100 ($25.00) Dollars or five percent (5%) of the past due amount, whichever is greater, by the Association to defray additional collection costs. This amount is subject to change in the Board's sole discretion.

6. To suspend the use rights of the Owner(s) in default to the Association Property, subject to the Notice and Hearing provisions in Article X, Section 1 herein.

7. To suspend the right of the Owner(s) in default to vote on any matter on which Owners have the right to vote if such Owner is delinquent in payment of assessments for more than ninety (90) days.

8. To collect any monetary obligation, including delinquent Assessments due for the Home from the rents paid by any tenant occupying the Home if the Owner has leased the Home. In such case, the tenant shall remit such delinquent Assessments and other amounts due the Association directly to the Association upon written notice from the Association that the Owner is delinquent in the payment of its monetary obligations and the tenant may deduct such amounts paid to the Association from the rent due to the Owner. The Association has the right to require Owners to use a lease addendum which provides, among other things, that the tenant will pay the rent due under the lease directly to the Association upon receipt of notice from the Association that the Owner is delinquent in amounts due to the Association.

Section 4. COLLECTION BY DECLARANT. In the event for any reason the Association shall fail to collect the Assessments, Declarant shall at all times have the right (but not the obligation): (i) to advance such sums as the Association could have advanced as set forth above; and (ii) to collect such Assessments and, if applicable, any such sums advanced by Declarant, together with Interest and costs of collection, including, but not limited to, Legal Fees.

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Section 5. RIGHTS OF DECLARANT AND INSTITUTIONAL MORTGAGEES TO PAY ASSESSMENTS AND RECEIVE REIMBURSEMENT. Declarant and any Institutional Mortgagee(s) shall have the right, but not the obligation, jointly or individually, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lot(s). Further, Declarant and any Institutional Mortgagee shall have the right, but not the obligation, jointly or individually, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Association in the event the same are overdue and when lapses in policies or services may occur. Declarant and any Institutional Mortgagee paying overdue Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form acknowledging such reimbursement obligation(s) and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Declarant if Declarant is entitled to reimbursement.

Section 6. COMMUNITY SYSTEMS SERVICES. The Association shall have the right to enter into one or more agreement(s) ("Bundled Service Agreements") for receipt of television (via cable, satellite or otherwise), entertainment, telecommunication, internet, gas, monitored alarm and/or other services (collectively, "Bundled Services") for Homes in Woodland Park. Any and all costs and expenses incurred by the Association under or pursuant to any Bundled Service Agreements entered into by the Association for Bundled Services will be assessed against all Completed Lot Owners as a Benefited Assessment. It is contemplated that there may be features and services that are or will be available in addition to and not part of the Bundled Services (each, an "Optional Service"). Owners will be responsible for hook-up costs, any converter boxes, remote control units, any Optional Services elected by Owner and the charge therefor shall be billed directly to Owner. Notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Bundled Services Agreements shall be apportioned equally, but only amongst those Homes with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement except to the extent, if any, that any Owner elects to receive an Optional Service (being a service not automatically received by all Owners entitled to receive Bundled Services pursuant to the Bundled Services Agreements). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs of such Optional Service. The foregoing shall in no way obligate Declarant or the Association to enter into any Bundled Services Agreement.

Section 7. IRRIGATION SYSTEM(S). Declarant shall have the right, but not the obligation, to install one or more irrigation systems (referred to in this Declaration as the "Irrigation System(s)") for the Association Property and/or any or all of the Lots within Woodland Park. In the event Declarant installs one or more Irrigation System(s) for the Association Property and/or any or all of the Lots within Woodland Park, the responsibility for operating, maintaining, repairing and replacing such system(s) shall be governed by the provisions of Section 1.B of Article IX below. The foregoing shall in no way obligate Declarant to install the Irrigation System(s) for the Association Property or within any or all of the Lots within Woodland Park. All of costs of the Irrigation System(s) and all usage and consumption fees charged for use of water shall be part of the Operating Expenses of the Association.

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ARTICLE VII
METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

Section 1. DETERMINING AMOUNT OF ASSESSMENTS. The total anticipated Operating Expenses for each calendar year shall be set forth in the budget ("Budget") prepared by the Board as required under the Woodland Park Documents. Each Completed Lot and Incomplete Lot shall be assessed its *pro rata* portion of the total anticipated Operating Expenses, which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service to each Lot and upon the state of the Lot's development, with the Owners of Completed Lots paying the Operating Expenses on a twenty to one ratio (20:1) compared to the Owners of Incomplete Lots as set forth below. Therefore, the Completed Lot Owners and Incomplete Lot Owners shall share the payment of the Operating Expenses on a ratio of twenty to one (20:1). Therefore, the total anticipated Operating Expenses (other than those expenses which are properly the subject of Special Assessment) shall be divided by the total number of Completed Lots multiplied by twenty (20) plus the number of Incomplete Lots, with the quotient thus arrived at being the "Individual Lot Assessment" for an Incomplete Lot. Said quotient multiplied by twenty (20) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots and Incomplete Lots shall be adjusted, as needed, as hereinafter set forth. At such time as Declarant has conveyed all of the Homes on all of the Lots, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Woodland Park Documents to the contrary, any Assessment for Legal Fees incurred by the Association for lawsuits shall be deemed an Operating Expense which is properly the subject of Special Assessment and not the subject of an Individual Lot Assessment so long as approved pursuant to Section 12 of Article XIII, except the Legal Fees incurred by the Association in connection with the collection of assessments or other charges which Owners are obligated to pay pursuant to the Woodland Park Documents or the enforcement of the use and occupancy restrictions contained in the Woodland Park Documents.

Section 2. ASSESSMENT PAYMENTS. Individual Lot Assessments shall be payable semi-annually, in advance, on the first day of January and July of each year, provided, however, at the Association's option, Individual Lot Assessments may be payable monthly, quarterly or annually. Individual Lot Assessments, and the semi-annual installments thereof, may be adjusted from time to time by the Board to reflect changes in the number and status of Completed Lots and Incomplete Lots (thus apportioning all such Assessments and installments thereof among all Lots at the time such installment is due) or changes in the Budget or in the event the Board determines that an Assessment or any installment thereof is either less than or more than the amount actually required. When an Incomplete Lot becomes a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Completed Lots in existence at the time of such Assessment, prorated from the date the Lot became a Completed Lot through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the Lot became a Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Completed Lot based upon the Lot's status as an Incomplete Lot, prorated from the date the Incomplete Lot

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became a Completed Lot to the end of the period in question, shall be credited against the amount owed as a Completed Lot.

Section 3. SPECIAL ASSESSMENTS. "Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Woodland Park Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring Improvements for, or on, the Association Property or the cost (whether in whole or in part) of reconstructing or replacing such Improvements. In addition, Special Assessments may be levied against particular Lots and/or Owners to the exclusion of others. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Individual Lot Assessment. Any Special Assessments assessed against Lots and the Owners thereof shall be paid by such Owners in addition to any other Assessments and shall be assessed in the same manner and using the same 20:1 ratio as the Individual Lot Assessment. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. Notwithstanding the foregoing, the levying of any Special Assessment after the Turnover Date shall require the affirmative assent of at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws for all Special Assessments, except only any Special Assessment for: (a) repair, reconstruction or replacement of damaged or destroyed Improvements previously existing on Association Property (including, without limitation, landscaping), (b) capital improvements necessary or desirable for the sole purpose of preservation of, or prevention of damage to Association Property, or (c) up-righting or removing any fallen or dislodged trees as set forth in Article IV, Section 1.L. above; which shall not require such affirmative assent of at least two-thirds (2/3) of all Members. Prior to the Turnover Date, a Declarant-controlled Board may make a Special Assessment without such vote of the Members. Special Assessments are not included in any deficit funding or subsidizing of the Budget as set forth in Sections 6 and 7 of this Article VII below.

Section 4. BENEFITED ASSESSMENTS. The Association may levy Benefited Assessments against one or more particular Lots as follows:

1. to cover the costs, including, without limitation, overhead and administrative costs, of providing services to a Lot upon request of the Owner pursuant to any menu of special services which the Association may offer or pursuant to a Supplemental Declaration. Benefited Assessments for special services may be levied in advance of the provision of the requested service;

2. to cover costs incurred in bringing a Lot into compliance with the Woodland Park Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Lot, their agents, contractors, employees, licensees, invitees, or guests, including, without limitation, Legal Costs; and

3. to cover the costs and expenses charged to the Association under the Community Systems agreements shall be apportioned equally, but only amongst those Homes

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with respect to which the Association is being charged under or pursuant to the Bundled Services Agreement.

Section 5. LIABILITY OF OWNERS FOR ASSESSMENTS. By the acceptance of a deed or other instrument of conveyance of a Lot in the Property, each Owner thereof acknowledges and agrees that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessments, any Benefited Assessment against their Lot, and their applicable portion of any Special Assessments, as well as for any and all other Assessments for which they are liable, as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Operating Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessment and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner, for such Owner and such Owner's heirs, executors, successors and assigns, that in the event any Owner fails or refuses to pay such Owner's Individual Lot Assessment or any portion thereof, or such Owner's Benefited Assessment, or such Owner's respective portion of any Special Assessment or any other Assessment, then the other Owners may be responsible for increased Individual Lot Assessments, Benefited Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owner, and such increased Individual Lot Assessment, Benefited Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Declarant in the same manner as all other Assessments hereunder as provided in the Woodland Park Documents.

Section 6. ASSESSMENTS PAYABLE BY DECLARANT; DECLARANT SUBSIDIES AND LOANS . Each Owner acknowledges and agrees that because Individual Lot Assessments, Benefited Assessments and Special Assessments are allocated based on the formula set forth in Article VII, Section 1 above, it is possible that the Association may collect more or less than the amount budgeted for Operating Expenses in the Budget of the Association. Except as may be limited by applicable law, Declarant has the right (at its sole election) to: (i) pay Individual Lot Assessments and Benefited Assessments for the Lots owned by Declarant in the same manner as other Owners and at the 20:1 ratio described above, (ii) subsidize the Budget of the Association as provided below by making voluntary contributions or loans in amounts determined by Declarant in Declarant's sole discretion, and/or (iii) to be excused from payment of its share of Assessments related to its Lots if Declarant elects to deficit fund the amount of Individual Lot Assessments and Benefitted Assessments as provided in Section 7 of this Article VII below.

During the period of time that Declarant is offering Homes for sale in Woodland Park and/or based on the number of Homes owned by Owners other than Declarant, Declarant may seek to keep Assessments lower than they otherwise may be by either (i) subsidizing the Budget of the Association by making voluntary contributions in amounts determined by Declarant, or (ii) lending money to the Association in amounts determined by Declarant. The amount of any such voluntary contributions or loan may vary from time to time or may be discontinued and recommenced by Declarant from time to time. The determination to subsidize the Budget of the Association, to lend money to the Association, the amount of any such voluntary contribution or loan, the discontinuance and/or recommencement of any such voluntary contributions or loan shall all be made by Declarant in Declarant's sole discretion and in no event shall Declarant have

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any obligation whatsoever to make any such voluntary contributions or loan. Each Owner shall be solely responsible to review the Budget of the Association then in effect to determine if and to what extent Declarant is making any voluntary contributions to subsidize the Budget or loans and thus lower the Assessments payable by the Owners that would otherwise be higher based on the Operating Expenses of the Association.

Section 7. DECLARANT'S OPTION TO FUND BUDGET DEFICITS. To the extent permitted by Florida law, until the Turnover Date, Declarant may satisfy the obligation for Assessments on Lots which it owns either by paying Assessments in the same manner as any other Owner or by funding the Budget deficit. The Budget deficit is the difference between (i) the amount of Assessments levied on Owners' Lots plus any other income received during the fiscal year, and (ii) the amount of the Association's actual expenditures during the fiscal year, and excluding Special Assessments arising as a result of any unusual loss or liability.

Regardless of Declarant's election, Declarant's Assessment obligations may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these, the value of which shall be reasonably determined by Declarant. After the Turnover Date, Declarant shall pay Assessments on Lots which it or its affiliates own in the same manner as any other Owner.

The Declarant's obligation to deficit fund is not a guarantee of the Assessments as contemplated by Florida Statutes Section 720.308.

Section 8. WORKING FUND CONTRIBUTION. Each subsequent Owner of a Lot (meaning any Owner who purchases a Lot from a previous Owner other than Declarant) shall pay to the Association a Working Fund Contribution at the time legal title is conveyed to such Owner by the previous Owner. The Working Fund Contribution shall be Five Hundred and No/100 Dollars ($500.00) for each Lot and each subsequent conveyance of the Lot. The amount of the Working Fund Contribution is subject to change in the Board's sole discretion. The purpose of the Working Fund Contribution is to ensure that the Association will have cash available for initial start-up expenses, to meet unforeseen expenditures and to acquire additional equipment and services deemed necessary or desirable by the Board. Working Fund Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments, nor will they be held in reserve. To further ensure that the Association will have sufficient cash available to pay for start-up expenses, Operating Expenses and other expenses, Declarant may from time to time advance to the Association the Working Fund Contribution applicable to any Lot(s) prior to the time legal title to such Lot(s) is conveyed to the Owner(s) thereof. In the event Declarant advances the Working Fund Contribution applicable to any Lot, then, at the time legal title to such Lot is conveyed to the Owner thereof, the Working Fund Contribution to be paid by such Owner to the Association pursuant to this Section 8 shall be paid directly to Declarant in reimbursement of the advance, instead of to the Association. Working Fund Contributions (whether paid by Owner or advanced by Declarant) may also be used to offset Operating Expenses and fund any deficit between yearly Operating Expenses and income collected from Assessments. Developer may, in its sole discretion, move the Working Fund Contributions into a reserve account at the time of the Turnover Date.

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Section 9. WAIVER OF USE. No Owner, other than Declarant, may exempt himself from personal liability for Assessments duly levied by the Association. No Owner may release the Lot owned by such Owner from the liens and charges hereof either by waiver of the use and enjoyment of the Association Property and the facilities thereon or by abandonment of such Owner's Home.

Section 10. MUNICIPAL SERVICE BENEFIT UNITS. In addition to paying the Association Assessments set forth in this Article VII, Owners shall also be required to pay assessments to Orange County for the establishment and operation of Municipal Service Benefit Units ("MSBUs") to operate, maintain, repair and replace the Stormwater Management System(s) and street lighting within Woodland Park. Such MSBU payments will be due to Orange County annually, along with property taxes and other charges.

ARTICLE VIII
ARCHITECTURAL CONTROL COMMITTEE

Section 1. MEMBERS OF THE COMMITTEE. The Architectural Control Committee, sometimes referred to in this Declaration as the "Committee," shall be comprised of three (3) members. The initial members of the Committee shall consist of persons designated by Declarant. Each of said persons shall hold office until all Lots and Homes have been conveyed or such earlier time as Declarant may, at its sole option, elect. Thereafter, each new member of the Committee shall be appointed by the Board and shall hold office until such time as such new member has resigned, has been removed, or such new member's successor has been appointed, as provided herein. Members of the Committee, other than those designated by Declarant, may be removed at any time without cause. The Board shall have the sole right to appoint and remove all members of the Committee other than those designated by Declarant.

Section 2. REVIEW OF PROPOSED CONSTRUCTION.

A. No Improvements, including, by way of example and not of limitation, accessory structures, exterior lighting fixtures, brick pavers, stamped concrete, concrete flatwork, basketball goals, gym sets and play structures, buildings, fences, walls, pools, roofs, gutters or rain spouts, antennae, aerials, microwave reception devices, mailboxes, external enclosures or attachments (including entry screen and patio screen enclosures), or landscaping (including hedges, massed plantings and trees) shall be commenced, erected, installed, altered, modified, painted, planted, or maintained on the Property, including the Lots, nor shall any canopies, shutters, or window coverings be attached to or placed upon outside walls or roofs of any Home or building by any Owner other than Declarant, unless such Improvements have been reviewed by and received the written approval of the Committee in accordance with Paragraph B below. Any Owner desiring to make Improvements shall submit two (2) complete sets of plans and specifications prepared by an architect, landscape architect, engineer or other person determined by the Committee to be qualified, showing the nature, dimensions, materials and location of the same, together with the security deposit if required by the Committee, to be held and disbursed by the Association in accordance with Section 3 below.

B. The Committee shall approve proposed plans and specifications submitted for its approval only if it deems that the construction, alterations or additions contemplated will

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not be detrimental to the appearance of the surrounding area of the Property as a whole, and that the appearance of any structure affected thereby will be in harmony with the surrounding structures and is otherwise desirable. The Committee may also issue and amend from time to time rules or guidelines setting forth procedures for the submission of plans and specifications. If the proposed construction, alterations or additions are to a portion of the Improvements which the Association is obligated to maintain, said approval shall also be subject to approval by the Board. The Committee may condition its approval of proposed plans and specifications in such a manner as it deems appropriate and may require the submission of additional information prior to approving or disapproving such plans. Pursuant to the approvals for the Property granted by the County, and notwithstanding anything to the contrary in the Woodland Park Documents, diversity of architectural elevation and exterior color scheme for Homes in Woodland Park shall be that no identical Homes shall be placed next to one another (i.e., same elevation with same exterior color scheme). The Committee shall have no obligation to and shall not approve (nor grant any variances for) any plans and specifications submitted if approval of same would result in failure to comply with the foregoing requirements.

C. The Committee shall have forty-five (45) days after delivery of all required materials to give written approval or rejection of any such plans and, if written approval is not given within such forty-five (45) day period, such plans shall be deemed rejected, provided however, that, in any event, no such addition, construction or alteration shall be made by any Owner which is detrimental to or inconsistent with the harmony, appearance or general scheme of the Property as a whole.

D. No landscaping or other Improvements beyond the buildable areas on the Lots which materially interfere with the view of the Detention Ponds by immediate neighbors shall be permitted. In its review of proposed plans and specifications of landscape design and materials for Lots located near the Detention Ponds, including, but not limited to, any massed plantings, the Committee will take into consideration the effect on views of the Detention Ponds of such landscaping, both at the proposed time of installation and at the time when maximum growth shall have occurred. No Owner shall be permitted to install any fence (or landscaping) within any drainage easement whatsoever (Refer to Article X, Section 17 for additional restrictions regarding fences).

E. Notwithstanding any provision in this Article to the contrary, the approval of the Committee shall not be required for any additions, changes or alterations within any Home if such additions, changes or alterations are not visible from the outside of such Home. All changes and alterations shall be subject, independently, to all applicable governmental laws, statutes, ordinances, codes, rules and regulations.

Notwithstanding anything to the contrary herein contained, no construction, reconstruction, addition or alteration by Declarant shall require the prior approval or any certificate of consent of the Committee or any security deposit.

Section 3. COMMUNITY STANDARD. To ensure the preservation of the existing harmonious design and to prevent the introduction of design that is not in keeping with Woodland Park, Declarant hereby declares that the style and form of Woodland Park, as originally constructed or approved by Declarant, with respect to architectural style, colors and

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materials as the standard. This standard shall continue in effect until the adoption and publication of new guidelines and standards.

Section 4. SECURITY DEPOSIT FOR IMPROVEMENTS; INDEMNIFICATION. Any Owner desiring to make Improvements may be required by the Committee, depending upon the Improvements being requested and the manner of installation of such Improvements, to provide to the Committee, at the time of the Owner's submission of plans and specifications for review and approval by the Committee, a security deposit in the amount of ten percent (10%) of the estimated costs for such Improvements to cover costs of incidental damage caused to Association Property, an adjacent Home or Lot, or any other property (whether real or personal) by virtue of such Owner's construction of Improvements. The Committee shall have the sole and absolute discretion to determine whether a security deposit is required for the Improvements being requested. The Association shall not be obligated to place the security deposit in an interest bearing account. The Owner shall be entitled to the return of the security deposit upon: (i) such Owner's written notice to the Committee that the Improvements covered by the security deposit have been completed in accordance with the plans and specifications approved by the Committee, and (ii) the Committee's (or its duly authorized representative's) inspection of such Improvements confirming completion; provided, however, should any incidental damage be caused to Association Property by virtue of such Owner's construction of Improvements, the security deposit shall not be returned to Owner until such damages have been repaired. In the event that Owner has not repaired such damages to the Association Property to the satisfaction of the Committee, Association shall have the right (but not the obligation), after five (5) days' notice to the offending Owner, to repair such incidental damage and to use so much of the security deposit held by the Association to reimburse itself for the costs of such work. Further, the offending Owner hereby agrees to indemnify and reimburse the Association for all reasonable costs expended by the Association that exceed the security deposit, including Legal Fees, if any, incurred in connection therewith. Should any incidental damage be caused to an adjacent Lot or Home by virtue of such Owner's construction of Improvements, the Owner of the adjacent Lot (the "Adjacent Lot Owner") may, at such Adjacent Lot Owner's sole option: (a) remedy such damage and submit to the Association a receipt, invoice or statement therefor for reimbursement from the offending Owner's security deposit; or (b) allow the offending Owner to repair such incidental damage to the Adjacent Lot Owner's Lot or Home, at the offending Owner's sole cost and expense, and upon receipt by the Association of written notice from the Adjacent Lot Owner that such incidental damage has been repaired, the offending Owner shall be entitled to a return of the balance of the security deposit being held by the Association, if any.

Notwithstanding anything contained in this Section to the contrary, the Association's return of the security deposit being held by it for any such Improvements shall be based solely on considerations set forth above. The Association's return of the security deposit does not and shall not be construed to constitute a determination by members and representatives of the Committee, Declarant, and/or the Association of the structural safety, approval or integrity of any Improvement, conformance with building or other codes or standards, or the proper issuance of governmental permits and approvals for any Improvement. By submitting a request for review and approval of proposed plans and specifications, along with the security deposit required hereunder, an Owner shall be deemed to have automatically agreed to hold harmless and indemnify the members and representatives of the Committee, the Declarant, and the Association generally, from any loss, claim, damage or liability connected with or arising out of

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the Improvements or alterations, and/or the security deposit (including, without limitation, the disbursement thereof).

The Association shall not be liable or responsible to anyone for any damages, losses or expenses resulting from the Association's holding of the security deposit or disbursement thereof unless same shall be caused by the gross negligence or willful malfeasance of the Association. In the event of any disagreement relating to the security deposit held by the Association or the disbursement thereof, the Association shall be entitled (but not obligated) to refuse to disburse the security deposit (or any portion thereof) as long as such disagreement may continue, and the Association shall not become liable in any way for such refusal. The Association shall have the right, at any time, after a dispute has arisen, to pay the security deposit (or any portion thereof) held by it into any court of competent jurisdiction for payment to the appropriate party, whereupon the Association's obligations hereunder shall terminate and the Association shall be automatically released of any and all obligations.

Section 5. MEETINGS OF THE COMMITTEE. The Committee shall meet from time to time as necessary to perform its duties hereunder. The Committee may from time to time, by resolution unanimously adopted in writing, designate a Committee representative (who may, but need not, be one of its members) to take any action or perform any duties for and on behalf of the Committee, except the granting of variances pursuant to Article VIII, Section 10 below. In the absence of such designation, the vote of any two (2) members of the Committee shall constitute an act of the Committee.

Section 6. NO WAIVER OF FUTURE APPROVALS. The approval of the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to withhold approval or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant. Similarly, the denial of approval by the Committee of any plans and specifications or drawings for any work performed or proposed shall not be deemed to constitute a waiver of any right to approve or consent to any identical or similar proposal subsequently or additionally submitted for approval or consent, whether such submission is by that applicant or another applicant.

Section 7. COMPENSATION OF MEMBERS. The members of the Committee shall receive no compensation for services rendered, other than reimbursement for expenses incurred by them in the performance of their duties hereunder.

Section 8. INSPECTION OF WORK. Inspection of work and correction of defects therein shall proceed as follows:

A. Upon the completion of any work for which approved plans are required under this Article, the submitting party shall give written notice of completion to the Committee.

B. Within thirty (30) days after written notice of completion, the Committee or its duly authorized representatives may inspect such Improvement. If the Committee finds such work was not done in substantial compliance with the approved plans, it shall notify the submitting party in writing of such noncompliance within such thirty (30) day period, specifying

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the particulars of noncompliance, and shall require the submitting party to remedy such noncompliance.

C. If upon the expiration of fifteen (15) days from the date of such notification the submitting party shall have failed to remedy such noncompliance, notification shall be given to the Board in writing of such failure. Upon such notice, the Board shall determine whether there is a noncompliance and, if so, the nature thereof and the estimated cost of correcting or removing the same. If noncompliance exists, the submitting party shall remedy or remove the same within a period of not more than thirty (30) days from the date of announcement of the Board's ruling. If the submitting party does not comply with the Board's ruling within such period, the Board, at its option, may remove the Improvement, remedy the noncompliance, or proceed in court to compel compliance and the submitting party shall reimburse the Association, upon demand, for all expenses incurred in connection therewith, including Interest and Legal Fees. If such expenses are not promptly repaid by the submitting party to the Association, the Board shall levy an Assessment against such submitting party for reimbursement, and said Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as liens for Operating Expenses.

D. If, for any reason, notification is not given to the submitting party of acceptance within thirty (30) days after receipt of said written notice of completion from the submitting party, the Improvement and/or alteration shall be deemed to be in compliance with said approved plans.

Section 9. NON-LIABILITY OF COMMITTEE MEMBERS. Neither the Committee nor any member thereof, nor its duly authorized Committee representative, nor Declarant, shall be liable to the Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance of the Committee's duties hereunder, unless due to the willful misconduct or bad faith of a member and only that member shall have any liability. The Committee's review and approval or disapproval of plans submitted to it for any proposed Improvement shall be based solely on considerations of the overall benefit or detriment to the community as a whole. The Committee shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes or standards, and no member or representative of the Committee or the Association, nor Declarant, shall be liable for the safety, soundness, workmanship, materials or usefulness for any purpose of any such Improvement or alteration proposed by the plans. By submitting a request for review and approval by the Committee, an Owner shall be deemed to have and does automatically agree to indemnify, defend and hold harmless the Committee, the Association and Declarant (and each of their respective officers, directors, partners, affiliates, representatives and members) from and against any and all claims, causes of action, losses, damages, liabilities, costs and expenses (including, without limitation, Legal Fees) arising from, relating to or in any way connected with the Improvement or alterations for which such request was submitted and/or the security deposit (including, without limitation, the disbursement thereof). Furthermore, approval by the Committee of any request does not excuse any Owner from also obtaining approvals from all applicable governmental authorities.

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Section 10. VARIANCE. The Committee may authorize variances from compliance with any of the architectural provisions of this Declaration or any Supplemental Declaration, when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require; provided, however, the Committee shall not give or authorize (and the Committee is hereby prohibited from giving or authorizing) any variance with respect to: (i) the diversity of architectural elevation and exterior color scheme requirements of Section 2.B of this Article VIII above; (ii) the type of fencing permitted by Section 2.D of this Article VIII above; and/or (iii) the displaying of any signs for the sale or renting of the Home as prohibited in Article X, Section 11 below. If such variances are granted, no violation of the covenants, conditions and restrictions contained in this Declaration or any Supplemental Declaration shall be deemed to have occurred with respect to the Improvements for which the variance was granted.

Section 11. DECLARANT EXEMPTION. Declarant is hereby exempt from having to comply with the requirements of this Article VIII in their entirety.

ARTICLE IX
MAINTENANCE AND REPAIR OBLIGATIONS

Section 1. BY THE ASSOCIATION.

A. The Association, at its expense, shall be responsible for the operation, maintenance, repair and replacement of all of the Improvements and facilities located over, through and upon the Association Property as otherwise provided herein (except public utilities and Community Systems, to the extent same have not been made Association Property). Should any incidental damage be caused to any Home by virtue of the Association's failure to maintain the Association Property as herein required or by virtue of any work which may be performed or caused to be performed by the Association in the maintenance, repair or replacement of any Association Property, the Association shall, at its expense, repair such incidental damage. The Association shall not, however, be responsible for any loss of use, any hardship, an Owner's time or any other consequential or punitive damages.

B. The Association shall operate, maintain, repair and replace the Irrigation System(s) serving the Association Property. The Association shall be responsible for the costs of operation, maintenance, repair and replacement of such Irrigation System(s), including any monthly fees and other costs of water and/or electric usage, if any. There is hereby reserved in favor of the Association, the right to enter upon the Association Property for the purpose of operating, maintaining, repairing and replacing the Irrigation System(s) over, through and upon the Association Property. Each Owner shall be responsible for any damage caused to said Irrigation System(s) caused by such Owner and/or such Owner's family members, tenants, guests and invitees and Owner shall indemnify, defend and hold Association harmless from and against any and all losses, claims damages and/or liabilities resulting from any such damage.

C. he Association shall be responsible for the maintenance, repair and replacement of all common sidewalks located upon the Property and there is hereby reserved in favor of the Association the right to enter upon any and all parts of the Property and Lots for such purpose.

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D. Neither the Association nor any Owner shall alter the slopes, contours, or cross-sections of the Detention Ponds, banks, and littoral zones or chemically, mechanically, or manually remove, damage or destroy any plants in any of the littoral zones, drainage easements except upon the written approval from Declarant, the Water Management District, and any other applicable governmental authority. The Association shall be responsible for maintaining the required survivorship and coverage of any planted littoral areas, to ensure the ongoing removal of prohibited and invasive non-native plant species from these areas, and to comply with all governmental regulations, including, without limitation, all permits issued by governmental and/or quasi-governmental authorities, applicable to the Detention Ponds and littoral zones.

E. After the Turnover Date, the Association, by action of its Board, may make any minor and insubstantial alteration or Improvement to the Association Property having a cost not in excess of Twenty Five Thousand Dollars ($25,000). All other alterations and Improvements must first be approved by at least two-thirds (2/3) of all Members represented in person or by proxy at a meeting called and held in accordance with the Bylaws. No alteration or Improvement may be made to the Association Property which materially and adversely affects the rights of the Owner of any Lot to the enjoyment of such Owner's Lot or the Association Property unless the Owner and all mortgagees holding recorded mortgages on such Lot consent thereto in writing. Prior to the Turnover Date, all alterations and Improvements to the Association Property shall be in Declarant's sole and absolute discretion.

F. All expenses incurred by the Association in connection with the services, operation, maintenance, repair and replacement described in Paragraphs A through F, inclusive, are Operating Expenses, payable by each Owner under the provisions of this Declaration concerning Assessments. Should the maintenance, repair or replacement provided for in Paragraphs A through F of this Section 1 be caused by the negligence of or misuse by an Owner, such Owner's family, guests, servants, invitees, or tenants, such Owner shall be responsible therefor, and the Association shall have the right to levy an Assessment against such Owner's Lot and said Assessment shall constitute a lien upon the appropriate Lot and Home with the same force and effect as liens for Operating Expenses.

G. The Association has a reasonable right of entry upon any Lot to make emergency repairs and to do other work reasonably necessary for the proper maintenance and operation of Woodland Park.

Section 2. BY THE OWNERS.

A. The Owner of each Lot must keep and maintain the Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in good order, condition and repair, and must perform promptly all maintenance and repair work within, upon and outside of such Owner's Lot and Home which, if omitted, could adversely affect Woodland Park, the other Owners or the Association and its Members. The Owner of each Lot shall be responsible for any damages caused by a failure to so maintain such Lot, Improvements and Home. The Owners' responsibility for maintenance, repair and replacement shall include, but not be limited to, all of the physical structures constructed in, upon, above or below the Lot, and physical items attached or connected to such structures that run beyond the

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boundary line of the Lot which exclusively service or benefit the Lot and Home, and all landscaping installed on the Lot. Without limiting the generality of the foregoing, the Owner of each Lot shall keep all drainage structures (such as catch basins) located on the Owner's Lot clear of grass, leaves and other debris. Additionally, the painting, caulking and maintenance of the exterior surface of all walls, doors, windows and roof of the physical structure of the Home shall be performed by the Owner, and the exterior surface of such walls, doors, windows and roof shall at all times be maintained in a good and serviceable condition with no damage or other defect therein by the Owner. The Owner of a Lot further agrees to pay for all utilities (including, without limitation, those provided by the Community Systems), such as telephone, cable or satellite television, water, sewer, sanitation, electric, etc., that may be separately billed or charged to each Home. The Owner of each Lot shall be responsible for insect and pest control within the Home and the Lot. Whenever the maintenance, repair and replacement of any items which an Owner is obligated to maintain, repair or replace at such Owner's own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the Owner shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, reduce the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

The Owners shall be responsible for the sod, landscaping and irrigation system to the edge of the roadway on and adjacent to their respective Lots, notwithstanding the fact that same may be included within any public right-of-way.

All landscaped and grassed open areas on each Lot shall be irrigated by means of an automatic underground irrigation or sprinkling system capable of regularly and sufficiently watering all lawns and plantings within such open areas.

In addition to the foregoing, the Owner of each Home shall be required to maintain appropriate climate control, keep his or her Home clean, promptly repair any leaks and take necessary measures to retard and prevent mold, fungi, mildew and mycotoxins from accumulating in the Home. Each Owner shall be required to clean and dust such Owner's Home on a regular basis and to remove visible moisture accumulation on windows, window sills, walls, floors, ceilings and other surfaces as soon as reasonably possible and must not block or cover any heating, ventilation or air-conditioning ducts, and to properly maintain and have serviced on a regular basis, the Home's HVAC system. Each Owner of a Home shall be responsible for damage to such Owner's Home and personal property as well as any injury to the Owner of a Home and/or occupants of the Home resulting from the Owner's failure to comply with these terms. Each Owner of a Home shall be responsible for the repair and remediation of all damages to the Home caused by mold, fungi, mildew and mycotoxins. While the foregoing are intended to minimize the potential developments of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of same. Declarant does not make any representations or warranties regarding the existence or development of molds, fungi, mildew or mycotoxins, and each Owner on behalf of themselves and their family members, guests, invitees, tenants, successors and assigns shall be deemed to and by acceptance of a deed or title to the Home or by use of the Home, waives and expressly

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releases any such warranty and claims for loss or damages (including, without limitation, property damage and/or personal injury) resulting from the existence and/or development of same.

In addition to the above, Owners of all Homes shall be responsible to: fix leaks in and otherwise maintain and repair the roofs of their Homes; replace any dead or obviously dying trees on their Lots; and maintain, repair and replace any approved fences on their Lots. Owners of Homes shall also clean, maintain, repair and replace the driveways located on their Lots and keep the sidewalks, if any, located on or contiguous to their Lots clean and free from any stains, trash, debris and/or impediments to pedestrian traffic.

B. If a Home is damaged by fire or other casualty, its Owner shall properly and promptly restore it to at least as good a condition as it was before the casualty occurred. Any such work shall be in accordance with the original plans and specifications of the Home unless otherwise authorized by the Board and shall be otherwise subject to all provisions of Article VIII hereof.

C. Each Owner shall keep such Owner's Home insured in an amount not less than its full insurable value against loss or damage by fire or other hazards. Evidence of such coverage shall be furnished to the Association promptly upon the Board's request.

D. Declarant has constructed a drainage swale upon each Lot for the purpose of managing and containing the flow of excess surface water if any, found upon such Lot from time to time. Each Owner shall be responsible for the maintenance, operation and repair of the swales on the Lot. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the swales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the Water Management District. Filling, excavation, construction of fences of any Lot encumbered by a drainage easement upon which a drainage swale is located shall be solely responsible for the repair and maintenance of such drainage swale. Alteration, filling, obstruction or removal of any drainage swale or drainage control facility or structure is expressly prohibited. No alteration of the drainage swale shall be authorized and any damage to the drainage swale, whether caused by natural or human-induced phenomena, shall be repaired and the drainage swale returned to its former condition as soon as possible by the Owner(s) of the Lot(s) upon which the drainage swale is located.

E. The Owners shall be responsible for the sod, landscaping and irrigation system to the edge of the roadway, notwithstanding the fact that same may be included within any public right-of-way.

F. If an Owner fails to comply with the foregoing provisions of this Section 2, the Association may proceed in court to compel compliance. Further, if the failure to comply relates to the Owner's obligations to maintain insurance, the Association shall be entitled, although not obligated, to obtain the required coverage itself and to levy on the offending Owner an Assessment equal to the cost of premiums, and any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

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G. If a failure to comply with the provisions of this Section 2 relates to the Owner's obligation to maintain and care for the Home, landscaping or any other area required to be maintained and cared for by the Owner, then, in addition to the exercise of all other remedies, the Association or Declarant shall have the right but not the obligation, upon fifteen (15) days written notice, to enter upon the Lot of the Owner for the purpose of performing the maintenance and care referred to, set forth and described in the notice, and to levy on the offending Owner an Assessment equal to the cost of performing such maintenance and care. Any such Assessment shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses. The determination of whether an Owner is failing to properly maintain and care for the property for which he has the maintenance responsibility under this Declaration or any of the other Woodland Park Documents shall be determined in the sole discretion of the Association or Declarant.

Section 3. DAMAGE TO BUILDINGS. The Owner of any Home which has suffered damage may apply to the Committee for approval for reconstruction, rebuilding, or repair of the Improvements therein. The Committee shall grant such approval only if, upon completion of the work, the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty. If the obligation for repair falls upon the Association, the Committee approval will not be required prior to the commencement of such work, so long as the exterior appearance of the Improvement(s) will be substantially similar to that which existed prior to the date of the casualty.

The owner or owners of any damaged building (including, without limitation, the Owner of a Lot and/or Home), the Association, and the Committee shall be obligated to proceed with all due diligence hereunder and the responsible parties shall commence reconstruction within three (3) months after the damage occurs and complete reconstruction within one (1) year after the damage occurs, unless prevented by causes beyond his or its reasonable control.

Declarant shall be exempt from the provisions of this Section 3, provided that any such reconstruction, rebuilding or repairs made by Declarant shall be consistent, as to the exterior appearance, with the Improvements as they existed prior to the damage or other casualty.

ARTICLE X
USE RESTRICTIONS

All of the Property shall be held, used, and enjoyed subject to the following limitations and restrictions, and any and all additional rules and regulations which may, from time to time, be adopted by the Association, except as provided in Article X, Section 25 below:

Section 1. ENFORCEMENT. Failure of an Owner to comply with any limitations or restrictions in this Declaration or any of the Woodland Park Documents or with any rules and regulations promulgated by the Association shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. Without limiting the generality of the foregoing, an Owner shall also be responsible for the payment of any and all Legal Fees incurred by the Association in connection

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with the enforcement of this Declaration or any of the Woodland Park Documents or with any rules or regulations promulgated by the Association, whether or not an action is actually begun. Any such Legal Fees shall be paid not later than thirty (30) days after written notice thereof and if not paid within such thirty (30) day period, shall constitute a lien upon the applicable Lot and Home with the same force and effect as a lien for Operating Expenses.

In addition to all other remedies, the Association may suspend, for a reasonable period of time, any or all of the rights of an Owner or an Owner's tenants, guests or invitees to use Association Property and facilities (including, without limitation, cable television and other services provided by Community Systems); may suspend the voting rights of an Owner if such Owner is delinquent in payment of assessments for more than ninety (90) days; and may levy reasonable fines against any Owner or any Owner's tenant, guest or invitee for failure of such Owner, and/or such Owner's family, guests, invitees, tenants or employees to comply with any of the Woodland Park Documents, provided the following procedures are adhered to:

A. Notice. The Association shall notify the Owner in writing of the noncompliance and set forth the corrective action to be taken. A fine or suspension of use rights may not be imposed without notice of at least fourteen (14) days to the Owner sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director, or employee of the Association. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. At the Association's option, any fine may be levied on a daily basis in the event of a continuing violation without the necessity of a new hearing and without any limitation on the amount of such fine.

B. Hearing. Should the Owner still be in noncompliance, the noncompliance shall be presented to the Board after which the Board shall hear reasons why a fine should or should not be imposed. A written decision of the Board shall be submitted to the Owner, as applicable, not later than twenty-one (21) days after said meeting.

C. Payment. A fine shall be paid not later than thirty (30) days after notice of the imposition of the fine.

D. Fines. A fine shall be treated as an Assessment subject to the provisions of the collection of Assessments as otherwise set forth herein. All monies received from fines shall be allocated as directed by the Board, subject always to the provisions of this Declaration.

E. Failure to Pay Assessments. Notice and Hearing as provided in Subparagraphs A and B above shall not be required with respect to the imposition of suspension of use rights or fines upon any Owner because of such Owner's failure to pay Assessments or other charges when due.

F. Access. Suspension of use rights to Association Property shall not impair the right of an Owner or tenant of a Lot and/or Home to have vehicular and pedestrian ingress to and egress from such Lot and/or Home, including, but not limited to, the right to park.

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Section 2. SINGLE-FAMILY USE. The Homes shall be for single-family use only. No commercial occupation or activity may be carried on in Woodland Park except as such occupation or activity is permitted to be carried on by Declarant under this Declaration. A single-family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated persons living as a single housekeeping unit.

Section 3. HOMES OWNED BY ENTITIES OR UNRELATED PERSONS. It is the intention that Homes be occupied for single-family use. In the event an entity owns a Home, the entity shall notify the Association in writing with the names of the family members who shall occupy the Home. In the event the Owners of the Home are unrelated either through blood or marriage, they shall be permitted to occupy the Home provided they live as a family unit similar to a husband and wife. No Home may be used as a rooming house, hostel, or hotel. Timesharing or other arrangements involving more than three ownership interests in a Lot (including ownership by more than three persons as joint tenants or tenants-in-common), or assigning separate use periods of less than seven (7) months' duration, are prohibited.

Section 4. NUISANCES. No obnoxious or offensive activity shall be carried on or about the Lots or in or about any Improvements, Homes, or on any portion of Woodland Park nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to any Owner. No use or practice shall be allowed in or around the Homes which is a source of annoyance to Owners or occupants of Homes or which interferes with the peaceful possession or proper use of the Homes or the surrounding areas. No loud noises or noxious odors shall be permitted in any Improvements, Homes or Lots. Without limiting the generality of any of the foregoing provisions, no horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, unlicensed off-road motor vehicles or any items which may unreasonably interfere with television or radio reception of any Owner shall be located, used or placed on any Lot, or exposed to the view of other Owners without the prior written approval of the Board.

Section 5. PARKING AND VEHICULAR RESTRICTIONS. Parking upon the Property shall be restricted to the driveway and garage located upon each Lot. No parking in the County rights-of-way is permitted, however, it is expressly provided that (1) commercial vehicles shall be permitted to be parked on County rights-of-way in front or adjacent to a Lot on which bona-fide ongoing construction activity is taking place during standard business hours; and (2) parking of other vehicles within the County rights-of-way shall be permitted on a non-recurring, short-term basis (not exceeding six [6] hours). Overnight parking on the County rights-of-way is prohibited. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire and other public safety vehicles), trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant. Motor

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homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

All powered vehicles capable of exceeding 5 miles per hour are prohibited from use on the Woodland Park property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Woodland Park may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

Section 6. NO IMPROPER USE. No improper, offensive, hazardous or unlawful use shall be made of any Home nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to any person using any portion of the Property. All valid laws, zoning ordinances, orders, rules, regulations, codes and other requirements of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, ordinances, orders, rules, regulations, codes or other requirements of any governmental agency having jurisdiction thereover relating to any Home or Lot shall be corrected by, and at the sole expense of the Owner of said Home and/or Lot.

Section 7. LEASES. No portion of a Home (other than an entire Home) may be rented. All leases must be in writing and shall have a term of no less than seven (7) months. No Owner may lease his or her Home more than one (1) time in any 12-month period, even if a tenant defaults on a lease or abandons the Home before expiration of the lease term. No lease shall provide for an early lease termination which would reduce a lease term to a period of less than said seven (7) months, except in the event of a default by the tenant. Any lease terminated as a result of a default or otherwise, shall nevertheless still count towards the foregoing rental limitations. The restrictions on lease terms set forth in this paragraph shall not apply to Homes owned or leased by Declarant, its Affiliates, or Persons Declarant approves, in connection with their development, construction, or sale of property in Woodland Park. All leases shall provide, and if they do not so provide then the leases shall be deemed to provide, that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles, the Bylaws, applicable rules and regulations, or of any other agreement, document or instrument governing the Lots or Homes. The Owner of a leased Home shall be jointly and severally liable with such Owner's tenant for compliance with the Woodland Park Documents and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Every lease shall be subordinate to any lien filed by the Association whether before or after such lease was entered into.

Within five (5) days following execution of a lease for a Home, but in no event later than occupancy of the Home by a tenant, Owner shall: (a) notify the Association in writing with the name of the tenant and all of tenant's family members or others that will be occupying the Home, and (b) provide the Association with a true, correct and complete copy of the lease agreement.

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In the event Owner fails to timely comply with the foregoing, such lease shall be null and void and of no further force or effect, and Owner shall be in violation of this Declaration.

Section 8. ANIMALS AND PETS. Only common domesticated household pets may be kept on any Lot or in a Home, but in no event for the purpose of breeding or for any commercial purposes whatsoever. No other animals, livestock, horses, reptiles or poultry of any kind shall be kept, raised, bred or maintained on any portion of the Property. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Board. Any pet must be carried or kept on a leash when outside of a Home or fenced-in area. No pet shall be kept tied up outside of a Home or in any screened porch or patio, unless someone is present in the Home. An Owner shall immediately pick up and remove any solid animal waste deposited by such Owner's pet on the Property. An Owner is responsible for the cost of repair or replacement of any Association Property damaged by such Owner's pet.

Notwithstanding the foregoing, under no circumstances shall a Pit Bull (as hereinafter defined), Rottweiler, Doberman Pinscher, Presa Canario (canary dog) or "Dangerous Dog" (as hereinafter defined) be permitted on the Property. As used in this Declaration: (i) a "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Association or United Kennel Association for any of the above breeds; and (ii) a "Dangerous Dog" is defined as a dog which meets any one (1) of the following criteria: (a) has aggressively bitten, attacked, endangered or inflicted severe injury on a human being at any time whether on or off the Property, (b) has severely injured or killed a domestic animal at any time whether on or off the Property, or (c) has, when unprovoked, chased or approached any person upon the roads and/or sidewalks, or any other portion of the Property in a menacing fashion or apparent attitude of attack; provided, however, a dog shall not be a "Dangerous Dog" if the threat, injury, death or damage was sustained by a person who, at the time, was unlawfully on the Property (or any portion thereof), or, while lawfully on the Property (or any portion thereof), was tormenting, abusing or assaulting the dog or its owner or a family member; provided further, that no dog may be a "Dangerous Dog" if the dog was protecting or defending a human being within the immediate vicinity of the dog from an unjustified attack or assault.

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. ADDITIONS AND ALTERATIONS. No Home shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any Improvement, addition, or alteration to the exterior of such Owner's Home, including, without limitation, the painting, staining, or varnishing of the exterior of the Home, including doors, garage doors, driveways and walkways, unless being painted, stained or varnished using the same color as originally installed, or if replacing the roof, garage door or entry doors using the same color and type as originally installed, without the prior written approval of: (i) the Committee as set forth in Article VIII of this Declaration, which approval may be withheld for purely aesthetic reasons, and (ii) all

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applicable governmental entities. Without limiting the generality of the foregoing, no planting, landscaping and/or Improvements whatsoever shall be installed or constructed in any drainage easements.

Section 10. INCREASE IN INSURANCE RATES. No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Property not owned by such Owner.

Section 11. SLOPES AND TREES. No Owner may engage in any activity which will change the slope or drainage of a Lot including, without limitation, Detention Ponds bank slopes. No additional trees are permitted to be planted on the Property and no trees are permitted to be removed from the Property (other than dead or dying trees which are being replaced with trees of the same species) without the prior written consent of Declarant for as long as Declarant owns a Lot, and thereafter, without the prior written consent of the Committee. No Owner may alter the slopes, contours or cross-sections of the Detention Ponds, banks or littoral zones, or chemically, mechanically or manually remove, damage or destroy any plants in any littoral zones.

Section 12. SIGNS. No sign, display, poster, advertisement, notice, lettering or other advertising device of any kind whatsoever (including, without limitation, "For Sale", "For Rent" or "By Owner" or any other signs for the sale or renting of homes) may be exhibited, displayed, inscribed, painted or affixed in public view of any portion of any building or other Improvement in the Property (including, without limitation, a Home) without the prior written consent of the Board, which consent may be given, withheld or conditioned in the sole and absolute discretion of the Board. Neither the Board nor the Committee shall consent to any type of "For Sale", "For Rent", "By Owner" or similar sign for the renting or sale of a Home so long as Declarant owns a Lot in Woodland Park or so long as Declarant or any of Declarant's affiliates (or any of their respective successors or assigns) are conducting sales and marketing of Homes in Woodland Park or other communities developed or marketed by Declarant or its affiliates, whichever is later, unless Declarant consents in writing. Signs, regardless of size, used by Declarant or any of Declarant's affiliates, or any of their successors or assigns, for advertising or marketing during the construction and sale period of Woodland Park or other communities developed and/or marketed by Declarant or its affiliates and other signs authorized by Declarant shall be exempt from this Section 11. Such sign or signs as Declarant may be required to erect under the terms of an Institutional Mortgage shall also be exempt from this Section 11. This provision may not be amended without the prior written consent of Declarant.

Section 13. TRASH AND OTHER MATERIALS. No rubbish, trash, garbage, refuse, or other waste material shall be kept or permitted on the Lots and/or Association Property, or other portions of the Property, except in sanitary, self-locking containers located in appropriate areas (i.e., areas not visible from the street or any other Lot other than at times of scheduled trash pick-up), and no odor shall be permitted to arise therefrom so as to render the Property or any portion thereof unsanitary, offensive, detrimental or a nuisance to Owners or to any other property in the vicinity thereof or to its occupants. No clothing or other household items shall be hung, dried, or aired in such a way as to be visible from the Association Property or another Lot. No stripped vehicles, lumber or other building materials, grass, tree clippings, metals, scrap, automobile pieces or parts, refuse, or trash shall be stored or allowed to accumulate on any portion of the Property (except when accumulated during construction by Declarant, during construction

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approved by the Committee, or when accumulated by the Association for imminent pick-up and discard).

Section 14. TEMPORARY STRUCTURES. No tent, shack, shed or other temporary building or Improvement, other than separate construction, service and sales trailers to be used by Declarant, Declarant's affiliates, and/or their respective agents and contractors, for the construction, service and sale of Woodland Park or other communities, shall be placed upon any portion of the Property, either temporarily or permanently. Except as provided above, no trailer, motor home or recreational vehicle shall be: (a) used as a residence, either temporarily or permanently, or (b) parked upon the Property.

Section 15. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, boring or mining operations of any kind shall be permitted upon or on any Lot nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any Lot.

Section 16. SEWAGE AND WATER. Prior to occupancy of a Home on any Lot, proper and suitable provision shall be made for the disposal of sewage and for the service of water by the use of the sewer septic system and connection with the water mains. This provision does not restrict the right of any Owner to install, operate and maintain a water well on the Lot for use only for swimming pools and irrigation, which must be approved by the Committee and which must be installed in accordance with all governmental and regulatory agencies.

Section 17. FENCES. Any fence placed upon any Lot must be approved by the Committee, as provided in Article VIII hereof, prior to installation. In no event may the Committee approve any request for a fence for any area that does not abut Association Property other than a white six foot (6') PVC fence, or black tubular steel fencing 4' in height for a fence for any area that does abut Association Property, or the request for a fence to be placed in any drainage easement within the Property. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the Committee approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the Committee's approval, at the time the fence is installed. No Owner shall be permitted to attach to any perimeter fence or wall located within any of the Buffers, or to otherwise fence-in or enclose any portion of a Buffer or other Association Property. If the Committee approves the installation of any "landscape materials" (as defined below) with the installation of a fence, such landscape materials must be installed in front (house side of fence) of the fence and not behind the fence.

Notwithstanding that an Owner has obtained the approval of the Committee to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a Home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the Committee's approval of the initial installation of the fence and/or landscape

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materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the Committee and is permitted to cross any such easements, such Committee's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. Notwithstanding the foregoing or any permit or governmental approval to the contrary, no fence may be installed within any drainage easement(s) on the Property. The Owner of a Lot, when installing any fence upon the Lot, shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the Committee approval required by Article VIII hereof.

Section 18. ANTENNAE. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any portion of the Property or upon any improvements thereon, unless expressly approved in writing by the Association, except that this prohibition shall not apply to those satellite dishes that are one (1) meter (39.37 inches) in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association is empowered to adopt, and amend from time to time, rules governing the types of antennae which may be permitted and restrictions relating to safety, location and maintenance of antennae. The Association may also adopt (and amend from time to time) and enforce reasonable rules limiting installation of permissible satellite dishes or antennae to certain specified locations, not visible from the street or neighboring properties, and integrated with the Property and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules and provided the cost of complying with such rules would not unreasonably increase the cost of installation of permissible satellite dishes or antennae. Any permissible satellite dishes or antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. Further, any Owner desiring to install permissible satellite dishes or antennae may, but is not obligated to, submit plans and specifications for same to the Committee to ensure compliance with the Association's rules governing the types of permissible satellite dishes and antennae and restrictions relating to safety, location and maintenance of satellite dishes and antennae. This Section 18 shall not apply to Declarant.

Section 19. IMPROVEMENTS. No Improvements of any kind including, without limitation, any building, walkways, recreation areas and facilities, parking areas, berms, fountains, sprinkler systems, gatehouses, streets, drives, roads, roadways, driveways, fences, retaining walls,

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underground footers and other foundation supports, stairs, landscaping, trees, hedges, plantings, poles, shed, play structure, tennis court, basketball courts, backboards and hoops, soccer goals, jogging, bicycling and walking paths, swing sets, gym sets, athletic/play equipment, site and perimeter walls, gazebos, benches, mailboxes, topographical feature, landscaping, lawn sculpture, fence, swimming pool, covered patios, screened enclosure, Street Lights and signs, shall be erected, placed or maintained, and no addition, alteration, modification or change to any such Improvement shall be made without the prior written approval of the Committee, including, but not limited to, painting the Home in a color other than the color originally placed by Declarant on the painted surface, replacing the roof using a different type or color than the roof originally installed, or replacing a garage door or entry doors using a different color and type than originally installed.

Section 20. FLAGS. An Owner may display one portable, removable United States flag in a respectful manner, and one portable, removable official flag in a respectful manner, not larger than 4½ feet by 6 feet, that represents the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any Owner may erect a freestanding flagpole no more than 20 feet high on any portion of the Owner's Lot if the flagpole does not obstruct sightlines at intersections and is not erected within or upon an easement. The Owner may further display in a respectful manner from that flagpole, one official United States flag, not larger than 4½ 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 must be equal in size to or smaller than the United States flag. The flagpole and display are subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, but not limited to, noise and lighting ordinances in the County and all setback and locational criteria contained in this Declaration.

Section 21. GARAGES. No garage shall be erected which is separate from the Home. No garage shall be permanently enclosed so as to make such garage unusable by an automobile, and no portion of a garage originally intended for the parking of an automobile shall be converted into a living space or storage space and no garage opening shall have a screen covering without the consent of the Association. All garage doors shall remain closed when vehicles are not entering or leaving the garage.

Section 22. HURRICANE SHUTTERS. No hurricane shutters may be installed without the prior written consent of the Association and the Committee, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the specifications approved by the Association and the Committee, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed.

Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the National Hurricane Center encompassing the Woodland Park location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period").

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted

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plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove approved hurricane shutters in accordance with the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters.

Section 23. POND MAINTENANCE AND USE. The right to pump or otherwise remove any water from the lakes and ponds now existing or which may hereafter be constructed either within Woodland Park or adjacent or near thereto, whether for the purpose of irrigation or other use, or the placement of any matter or object in such lakes or ponds shall require the written consent of the Declarant. Declarant shall have the sole and absolute right to control the water level of all lakes and ponds and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in and on such lakes and ponds. Such lakes and ponds shall be part of the Association Property and shall be owned and maintained by the Association. Any lake or pond embankment shall be maintained by the Association so that grass, plantings or other lateral support shall prevent erosion of the embankment to the lake or pond. The height, grade and contour of such embankments shall not be changed without the prior written consent of the Association or the ARB.

Section 24. LIMITATION OF PARKING. Parking of vehicles within Woodland Park rights-of-way shall be limited to one (1) side of the street. The Association shall have the authority to enforce this restriction. This Section 24 shall not be amended without approval by Orange County.

Section 25. DECLARANT EXEMPTION. Declarant plans to undertake the work of constructing Homes and Improvements upon the Property and may undertake the work of constructing other buildings upon adjacent land or other property being developed or marketed by Declarant or its affiliates. The completion of the aforementioned work and the sale, rental and other transfer of Homes by Declarant and Declarant's affiliates are essential to the establishment and welfare of the Property as a residential community. In order that such work may be completed and a fully occupied community established as rapidly as possible, neither the Owners, the Association, nor the Committee shall do anything whatsoever to interfere with any of Declarant's or Declarant's affiliates' activities relating to the selling or constructing of Homes and Improvements upon the Property, the selling or constructing of other buildings upon adjacent land or any other property being developed or marketed by Declarant or any of Declarant's affiliates, or the sale, rental and/or other transfer of Homes by Declarant or any of Declarant's affiliates. In this respect, Declarant hereby reserves the right for itself and its employees, agents, licensees, and invitees to come upon any and all portions of the Property (including, without limitation, the Association Property as well as a Lot even after the same has been conveyed to an Owner) as may be necessary or convenient to enable Declarant to carry on its work and other activities including, without limitation, Declarant's development and construction of Woodland Park and the Homes therein.

In general, the restrictions and limitations set forth in this Article X shall not apply to Declarant or to Lots owned by Declarant. Declarant shall specifically be exempt from any restrictions which interfere in any manner whatsoever with Declarant's plans for

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development, construction, sale, lease, or use of the Property and to the Improvements thereon. Declarant shall be entitled to injunctive relief for any actual or threatened interference with its rights under this Article X in addition to whatever remedies at law to which it might be entitled.

ARTICLE XI
DAMAGE OR DESTRUCTION TO ASSOCIATION PROPERTY

Damage to or destruction of all or any portion of the Association Property shall, notwithstanding any provision in this Declaration to the contrary, be handled as follows:

A. If insurance proceeds are sufficient to effect total restoration of damaged or destroyed Association Property, then the Association shall cause such Association Property to be repaired and reconstructed substantially as it previously existed.

B. If insurance proceeds are insufficient to effect total restoration, and the cost of restoration exceeds such proceeds by Twenty-Five Thousand Dollars ($25,000.00) or less, then the Association shall cause the Association Property to be repaired and reconstructed substantially as it previously existed and the difference between the insurance proceeds and the actual cost shall be levied as a Special Assessment proportionately against each of the Lots in accordance with the provisions of Articles VI and VII herein.

C. If the insurance proceeds are insufficient to effect total restoration and the cost of restoration of the Association Property exceeds said proceeds by over Twenty-Five Thousand Dollars ($25,000.00), then by the written consent or vote of a majority of the voting interests, they shall determine whether: (i) to rebuild and restore either: (a) in substantially the same manner as the Improvements existed prior to the damage or destruction; or (b) in a manner less expensive, and in the event of (a) or (b) to raise the necessary rebuilding and restoration funds by levying pro rata restoration and construction Special Assessments against all Lots; or (ii) to not rebuild and to retain available insurance proceeds. In the event it is decided that the damaged or destroyed Association Property shall not be rebuilt, the remains of any structure or structures shall be torn down and hauled away, so as not to be a safety hazard or visual nuisance, and the land shall be fully sodded and landscaped or otherwise treated in an attractive manner. Notwithstanding anything contained herein to the contrary, any decision not to rebuild or to rebuild in a manner which would result in a change in the Improvements shall not be effective without the prior written approval of Declarant (which approval shall be given, conditioned or withheld in Declarant's sole and absolute discretion) as long as Declarant owns any portion of the Property.

D. Each Owner shall be liable to the Association for any damage to the Association Property not fully covered or collected by insurance which may be sustained by reason of the negligence or willful misconduct of said Owner or of such Owner's family, tenants, invitees and guests, both minors and adults.

E. In the event that the repairs and replacements were paid for by any Special Assessments as well as insurance proceeds and regular Assessments, then, if after the completion of and payment for the repair, replacement, construction or reconstruction there shall remain any excess in the hands of the Association, it shall be presumed that the monies disbursed in payment

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of any repair, replacement, construction and reconstruction were first disbursed from insurance proceeds and regular Assessments and any remaining funds shall be deemed to be the remaining Special Assessments which shall be returned to the Owners by means of a *pro rata* distribution in accordance with the collection of such Special Assessments.

ARTICLE XII
INSURANCE AND CONDEMNATION

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Operating Expenses:

Section 1. CASUALTY INSURANCE. Property and casualty insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all Improvements and personal property which are owned by the Association and now or hereafter located upon the Association Property, which insurance shall afford protection against such risks, if any, as shall customarily be covered with respect to areas similar to the Association Property in developments similar to Woodland Park in construction, location and use.

Section 2. PUBLIC LIABILITY INSURANCE. A comprehensive policy of public liability insurance naming the Association and, until Declarant no longer owns any Lot with the Property, Declarant as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for personal injuries or property damage received in connection with, or arising from, the operation, maintenance and use of the Association Property and any Improvements located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars ($1,000,000.00) for damages incurred or claimed by any one person for any one occurrence; not less than Three Million Dollars ($3,000,000.00) for damages incurred or claimed by more than one person for any one occurrence; and for not less than Fifty Thousand Dollars ($50,000.00) property damage per occurrence with no separate limits stated for the number of claims. The Association may also obtain worker's compensation insurance and other liability insurance including, but not limited to, insurance for lawsuits related to employment contracts in which the Association is a party, as it may deem desirable.

Section 3. FIDELITY COVERAGE. Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Board and all others who handle and are responsible for handling funds of the Association shall be maintained in the form of fidelity bonds, which requirements shall be reasonably determined by the Board.

Section 4. DIRECTORS' COVERAGE. Adequate directors' and officers' liability coverage, which coverage shall be effective from and after the date the Association is created.

Section 5. OTHER INSURANCE. The Board may obtain such other forms of insurance as the Board may determine and in such coverage amounts as the Board shall determine to be required or beneficial for the protection or preservation of the Association Property and any Improvements now or hereafter located thereon or in the best interests of the Association and/or its officers and directors.

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Section 6. CANCELLATION OR MODIFICATION. All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association and to each first mortgage holder, if any, named in the mortgage clause.

Section 7. FLOOD INSURANCE. If determined appropriate by the Board or if required by an Institutional Mortgagee, a master or blanket policy of flood insurance covering the Association Property, if available under the National Flood Insurance Program, shall be purchased, which flood insurance shall be in the form of a standard policy issued by a member of the National Flood Insurers Association, and the amount of the coverage of such insurance shall be the lesser of the maximum amount of flood insurance available under such program, or one hundred percent (100%) of the current replacement cost of all buildings and other insurable property located in the flood hazard area.

Section 8. CONDEMNATION. In the event the Association receives any award or payment arising from the taking of any Association Property or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of such taken areas and improvements thereon to the extent deemed advisable by the Board and approved by at least two-thirds (2/3) of the total voting interests, and the remaining balance thereof, if any, shall then be distributed pro rata to Owners and mortgagees of Lots as their respective interests may appear.

Section 9. WAIVER OF SUBROGATION. As to each policy of insurance maintained by the Association which will not be voided or impaired thereby, the Association hereby waives and releases all claims against the Board, the Owners, Declarant and the agents and employees of each of the foregoing, with respect to any loss covered by such insurance, whether or not caused by negligence of or breach of any agreement of said persons, but only to the extent that such insurance proceeds are received in compensation for such loss.

ARTICLE XIII
GENERAL PROVISIONS

Section 1. CONFLICT WITH OTHER WOODLAND PARK DOCUMENTS. In the event of any conflict between the provisions of this Declaration and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration, the Articles, the Bylaws and the rules and regulations shall control, in that order.

Section 2. NOTICES. Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to: (i) each Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Home owned by such Owner; (ii) the Association, certified mail, return receipt requested, at 151 Southhall Lane, Suite 200, Maitland, Florida 32751, or such other address as the Association shall hereinafter notify Declarant and the Owners of in writing; and (iii) Declarant, certified mail, return receipt requested, at 151

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Southhall Lane, Suite 200, Maitland, Florida 32751, or such other address or addresses as Declarant shall hereafter notify the Association of in writing, any such notice to the Association of a change in Declarant's address being deemed notice to the Owners.

Section 3. ENFORCEMENT. The covenants and restrictions herein contained may be enforced by Declarant (so long as Declarant holds an equitable or legal interest in any Lot and/or Home), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to reimbursement of all costs thereof including, but not limited to, Legal Fees, from the non-prevailing party.

Section 4. INTERPRETATION. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a residential community and for the maintenance of Association Property. Article, Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

Whenever the context so requires or permits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

Section 5. SEVERABILITY. In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

Section 6. CERTAIN RIGHTS OF DECLARANT. Notwithstanding anything to the contrary herein contained, no Improvements constructed or installed by Declarant shall be subject to the approval of the Association or the Owners or the provisions and requirements of this Declaration, although it is the intent of Declarant to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Declarant reserves for itself and its affiliates, and Declarant, its affiliates and its nominees shall have, the

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right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Homes or real property within or outside Woodland Park, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Association Property and show Homes, and Declarant further reserves the right to make repairs to the Association Property and to carry on construction activity for the benefit of the Property. Declarant, its successors and/or assigns, shall have access to the Association Property and other facilities at all times during the development and sale period and the Association shall not impede any such access, and no Owner or the Association shall do any act which may interfere with Declarant having access to the Association Property and other facilities. Until such time as Declarant no longer owns any portion of the Property, Declarant shall be allowed to use the Association Property and other facilities for sales meetings and sales related functions and for other business purposes or functions Declarant determines in its sole discretion. Declarant, its affiliates and their respective nominees, may exercise the foregoing rights without notifying the Association and/or the Owners. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Association Property and shall remain the property of Declarant. In addition, Declarant hereby has, shall have and hereby reserves the right to enter upon the Association Property (including, without limitation, all drainage easements and utility easements, whether located on a Lot or Association Property) in order for Declarant to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Woodland Park and all Improvements therein, and for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements without compensation to the Association or the Owners. This Section 6 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant. This right of use and transaction of business as set forth herein and the other rights reserved by Declarant in the Woodland Park Documents may be assigned in writing by Declarant in whole or in part. For the purposes of this Section 6, the term "Declarant" shall include any "Lender" which has loaned money to Declarant to acquire or construct Improvements upon the Property, or its successors and assigns if such Lender, its successors or assigns, acquires title to any portion of the Property as a result of the foreclosure of any mortgage encumbering any portion of the Property securing any such loan to Declarant, or acquires title thereto by deed in lieu of foreclosure. The rights and privileges of Declarant as set forth in this Section 6 are in addition to, and are no way a limit on, any other rights or privileges of Declarant under any of the Woodland Park Documents.

Declarant shall also have the right, but not the obligation, to conduct inspections and tests from time to time of all or any portion of the Association Property in order to ascertain the physical condition of the Improvements and to determine if maintenance, repair or replacement of any such Improvement is necessary. If Declarant conducts any such tests or

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inspections, it shall pay all costs thereof and restore the affected portion of the Property to its condition immediately prior to the inspections and tests. Declarant shall have such rights of entry on, over, under, across and through the Property as may be reasonably necessary to exercise the rights described in this Section 6. Declarant's right of inspection shall exist whether or not the Turnover Date has occurred. In the event Declarant exercises its inspection right, it is acknowledged by the Association and all Owners that Declarant is performing any such inspection for its own benefit and not for the benefit of the Association and/or the Owners and further, Declarant shall have no obligation to inform the Association and/or the Owners of the result of any such inspection.

ALL OWNERS, OCCUPANTS AND USERS OF WOODLAND PARK ARE HEREBY PLACED ON NOTICE THAT DECLARANT AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES MAY BE, FROM TIME TO TIME, CONDUCTING EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO WOODLAND PARK. BY THE ACCEPTANCE OF THEIR DEED, TITLE OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF WOODLAND PARK, EACH SUCH OWNER, OCCUPANT AND USER, FOR THEMSELVES AND EACH OF THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES AS FOLLOWS: (i) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY; (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO WOODLAND PARK WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THAT THE OWNER, OCCUPANT OR USER IS AT RISK OF SUFFERING INJURY TO BOTH THEIR PERSON AND/OR PROPERTY AS A RESULT OF ENTRY UPON ANY PROPERTY WITHIN OR IN PROXIMITY TO WOODLAND PARK WHERE THE AFORESAID ACTIVITIES ARE BEING CONDUCTED. EACH OWNER, OCCUPANT AND USER EXPRESSLY ASSUMES FULL RESPONSIBILITY FOR THE RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE SUFFERED AS A RESULT OF THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (iv) THAT EACH OWNER, OCCUPANT AND USER HEREBY RELEASES, WAIVES, DISCHARGES AND HOLDS HARMLESS DECLARANT, ITS PARTNERS AND AFFILIATES, AND EACH OF THEIR RESPECTIVE PARTNERS, AFFILIATES, SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS, AND ANY SUBSEQUENT DECLARANT (THE "RELEASED PARTIES") FROM ALL LOSSES, CLAIMS, COSTS, LIABILITIES, DAMAGES (INCLUDING COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE AND INCLUDING, BUT NOT LIMITED TO, PROPERTY DAMAGE, BODILY INJURY OR DEATH, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF ANY OR ALL OF THE RELEASED PARTIES OR ANYONE ELSE), AS A RESULT OF, ARISING OUT OF, OR IN CONNECTION WITH THE AFORESAID CONSTRUCTION AND OTHER ACTIVITIES; (v) ANY PURCHASE OR USE OF ANY PORTION OF WOODLAND PARK HAS BEEN AND WILL BE MADE WITH FULL

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KNOWLEDGE OF THE FOREGOING; AND (vi) THAT THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO DECLARANT TO SELL, CONVEY, LEASE AND/OR ALLOW THE USE OF THE APPLICABLE PORTION OF WOODLAND PARK.

Section 7. DISPUTES AS TO USE. In the event there is any dispute as to whether the use of the Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Declarant of the Property shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

Section 8. AMENDMENT AND MODIFICATION. The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Woodland Park; provided, however, that the Association shall, forthwith upon request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request.

2. After the Turnover Date, this Declaration may be amended by: (i) the consent of the Owners owning two-thirds (2/3) of all Lots; together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners owning two-thirds (2/3) of the Lots may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws and evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

3. Amendments for correction of scrivener's errors or other nonmaterial changes may be made by Declarant alone until the Turnover Date and by the Board thereafter and without the need of consent of the Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Declarant, the Association or of any Institutional Mortgagee under the Woodland Park Documents without the specific written approval of such party affected thereby. In addition, and notwithstanding anything to the contrary contained herein, no amendment to this Declaration shall be effective which shall eliminate or modify the provisions of Section 6 of this Article XIII and any such amendment shall be deemed to impair and prejudice the rights of Declarant.

5. A true copy of any Amendment to this Declaration shall be sent certified mail by the Association to Declarant and to all Institutional Mortgagees holding a mortgage on any portion of the Property requesting notice. The amendment shall become effective upon the recording amongst the Public Records of the County of said amendment or any Supplemental

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Declaration to this Declaration which sets forth any amendment or modification to this Declaration.

6. Notwithstanding anything contained herein to the contrary, Declarant may, without the consent of any Owners, file any amendments to this Declaration which may be required by an Institutional Mortgagee for the purpose of satisfying such Institutional Mortgagee's development criteria or such other criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation; provided, however, any such Declarant's filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development.

7. Any proposed amendment to the Declaration which would affect the surface water management system (including environmental conservation areas and the water management portions of the Association Property), shall be submitted to the Water Management District if necessary and any other governmental or quasi-governmental agency having jurisdiction over the surface water management system for a determination of whether the proposed amendment necessitates a modification of the surface water management permit for the Property.

Section 9. DELEGATION. The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Declarant.

Section 10. TERM. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Property, and inure to the benefit of Declarant, the Association and the Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date of recording this Declaration amongst the Public Records of the County, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such fifty (50)-year term or any such ten (10)-year extension there is recorded amongst the Public Records of the County an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty (50)-year term or the ten (10)-year extension during which such instrument was recorded.

In the event this Declaration is terminated or the Association ceases to exist for any reason, the Owners shall be jointly and severally responsible for the costs to maintain and shall maintain the Association Property in the manner described herein. This provision may not be amended or deleted without the prior written consent of the County and this provision shall survive the termination of this Declaration and shall run with the Property in perpetuity. Any Owner may, however, petition the Circuit Court for the appointment of a Receiver to manage the affairs of the Association in the event of dissolution of the Association.

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Section 11. RIGHTS OF MORTGAGEES.

A. Right to Notice. The Association shall make available for inspection upon request, during normal business hours or under reasonable circumstances, the Woodland Park Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Property. In addition, evidence of insurance shall be issued to each Owner and mortgagee holding a mortgage encumbering a Home upon written request to the Association.

B. Rights of Listed Mortgagee. Upon written request to the Association, identifying the name and address of the holder, insurer, or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(1) Any condemnation, loss or casualty loss which affects any material portion of the Association Property;

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

(3) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(4) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform such Owner's obligations under the Woodland Park Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

C. Right of Listed Mortgagee to Receive Financial Statement. Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements of the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

Section 12. APPROVAL OF ASSOCIATION LAWSUITS BY OWNERS. Notwithstanding anything contained herein to the contrary, in order to prevent the Board from incurring expenses not contemplated by the Woodland Park Documents, the Association shall be required to obtain the approval of three-fourths (3/4) of the total voting interests (at a duly called meeting of the Owners at which a quorum is present) prior to engaging persons or entities for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments;

(b) the collection of other charges which Owners are obligated to pay pursuant to the Woodland Park Documents;

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(c) the enforcement of the use and occupancy restrictions contained in the Woodland Park Documents;

(d) dealing with an emergency when waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Association Property or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of three-fourths [3/4] of the Owners); or

(e) filing a compulsory counterclaim.

Section 13. COMPLIANCE WITH PROVISIONS. Every person who owns, occupies or acquires any right, title, estate or interest in or to any Lot except as elsewhere herein provided does consent and agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in the instrument by which such person acquired an interest in such property. Declarant shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Declarant.

Section 14. SECURITY. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Notwithstanding the foregoing, NEITHER DECLARANT NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE. ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD DECLARANT AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY, AND NEITHER THE ASSOCIATION, DECLARANT NOR ANY SUCCESSOR DECLARANT GUARANTEE OR WARRANT, EXPRESSLY OR IMPLIEDLY, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY SUCH MONITORING SYSTEM OR SECURITY SERVICE, OR THAT ANY SYSTEM OR SERVICES WILL PREVENT INTRUSIONS, FIRES, DAMAGE, INJURY, DEATH OR OTHER OCCURRENCES, OR THE CONSEQUENCES OF SUCH OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE SYSTEM OR SERVICES ARE DESIGNED TO MONITOR SAME. NEITHER THE ASSOCIATION, DECLARANT, NOR ANY SUCCESSOR DECLARANT SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, DECLARANT AND/OR ANY SUCCESSOR DECLARANT. ALL MEMBERS, OWNERS AND OCCUPANTS OF ANY LOT OR HOME, AND TENANTS, GUESTS, AND INVITEES OF ANY OWNER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD, DECLARANT, AND ANY SUCCESSOR DECLARANT DO NOT REPRESENT OR WARRANT THAT: (a) ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE), IF ANY, RECOMMENDED BY OR INSTALLED ACCORDING TO

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GUIDELINES ESTABLISHED BY DECLARANT OR THE COMMITTEE MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR (b) THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEM (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT ARE NOT INSURERS OR GUARANTORS AND THAT EACH MEMBER, OWNER AND OCCUPANT OF ANY LOT OR HOME, AND EACH TENANT, GUEST AND INVITEE OF ANY MEMBER OR OWNER ASSUMES ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO LOTS OR HOMES, AND TO THE CONTENTS OF LOTS OR HOMES AND FURTHER ACKNOWLEDGES THAT THE ASSOCIATION, ITS BOARD AND THE COMMITTEE, DECLARANT, AND ANY SUCCESSOR DECLARANT HAVE MADE NO REPRESENTATIONS, WARRANTIES AND/OR GUARANTIES, NOR HAS ANY OWNER, MEMBER, OCCUPANT, TENANT, GUEST OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS (WHETHER SAME ARE PROVIDED THROUGH THE COMMUNITY SYSTEMS OR OTHERWISE) RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE PROPERTY.

Section 15. COVENANT RUNNING WITH THE LAND. All provisions of this Declaration shall, to the extent applicable and unless otherwise expressly provided herein to the contrary, be construed to be covenants running with the Lots and Homes and the Property and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of Declarant and subsequent Owner(s) of the Homes, Lots and Property or any part thereof, or interest therein, and their respective heirs, successors, and assigns. However, the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public, unless specifically provided herein to the contrary. All present and future Owners, tenants, and occupants of the Lots and Homes, as applicable, shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations as they exist and may from time to time be amended. The acceptance of a deed of conveyance of a Lot, or the entering into a lease of or occupancy of a Home, shall constitute an adoption and ratification by such Owner, tenant, or occupant of the provisions of this Declaration, and the Articles, Bylaws, and applicable rules and regulations of the Association, as they may be amended from time to time. In the event that any easements granted herein shall fail for want of a grantee in being or for any other purpose, the same shall constitute and be covenants running with the land.

Section 16. NO PUBLIC RIGHT OR DEDICATION. Nothing contained in this Declaration shall be deemed to be a gift or dedication of all or any portion of the Association Property to the public, or for any public use.

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Section 17. NO REPRESENTATIONS OR WARRANTIES. NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, HAVE BEEN GIVEN OR MADE BY DECLARANT OR ITS AGENTS OR EMPLOYEES IN CONNECTION WITH ANY PORTION OF THE ASSOCIATION PROPERTY, ITS PHYSICAL CONDITION, ZONING, COMPLIANCE WITH APPLICABLE LAWS, FITNESS FOR INTENDED USE, OR IN CONNECTION WITH THE SUBDIVISION, SALE, OPERATION, MAINTENANCE, COST OF MAINTENANCE, TAXES OR REGULATION THEREOF, EXCEPT AS SPECIFICALLY AND EXPRESSLY SET FORTH IN THIS DECLARATION.

Section 18. CERTAIN RESERVED RIGHTS OF DECLARANT WITH RESPECT TO COMMUNITY SYSTEMS. Without limiting the generality of any other applicable provisions of this Declaration, and without such provisions limiting the generality hereof, Declarant hereby reserves and retains to itself:

(a) the title to any Community Systems and a perpetual exclusive easement over, under and across the Property for the placement and location thereof;

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

(c) the continuing right to air conditioned space within and/or on the Association Property, if any, as Declarant may determine in its sole discretion to install, operate, maintain, repair and replace the equipment serving, providing or running the Community Systems, which location may include, without limitation, room(s) within any Improvements constructed on the Association Property, if any; and

(d) the exclusive right to offer and provide from time to time to the Association, the Lots and the Lot Owners, any and all Bundled Services through the Community Systems.

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

Section 19. ASSOCIATION AND DECLARANT AS ATTORNEY-IN-FACT. Each Owner, by reason of having acquired ownership of a Lot, whether by purchase, gift, operation of law or otherwise, and each occupant of a Home, by reason of his or her occupancy, is hereby declared

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to have acknowledged and agreed to his or her automatic consent to any rezoning, replatting, covenant in lieu of unity of title, change, addition or deletion made in, on or to Woodland Park by Declarant (hereinafter, collectively, the "Modifications") and, in respect thereto, each Owner of a Lot and occupant of a Home hereby designates the Association to act as agent and attorney in fact on behalf of such Owner or occupant to consent to any such Modification. If requested by Declarant, each Owner shall evidence his or her consent to a Modification in writing (provided, however, that any refusal to give such written consent shall not obviate the automatic effect of this provision). Further, each Owner, by reason of having acquired ownership of a Lot, hereby agrees to execute, at the request of Declarant, any document and/or consent which may be required by any government agency to allow Declarant and/or its affiliates to complete the plan of development of Woodland Park, as such plan may be hereafter amended, and each such Owner hereby further appoints Declarant as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of each such Owner, any and all of such documents and/or consents. This power of attorney is irrevocable and is coupled with an interest. The provisions of this Section 19 may not be amended without Declarant's prior written consent.

Section 20. DECLARANT'S RESERVATION OF RIGHTS. Notwithstanding anything contained herein or in any of the other Woodland Park Documents to the contrary, Declarant reserves the right to change the zoning of any portion of the Property now existing or hereafter changed to be other than single-family residential (e.g., multi-family residential or commercial) and/or to make such uses of all or any part of the Property as shall be permitted by applicable zoning regulations as they may exist from time to time. Declarant, however, is not obligated by this Declaration to cause any portion of the Property to be rezoned or developed for any such uses. In the event Declarant changes the zoning of the Property, Declarant hereby reserves the right to amend this Declaration or to create one or more sub-declarations subjecting such property(ies) to additional or different specified or prohibited uses.

Section 21. DISPUTE RESOLUTION. This Section 21 contains procedures concerning disputes between an Owner and the Association, as well as between (i) an Owner and/or Declarant and (ii) the Association and Declarant, related to Woodland Park or each other. Regarding disputes between an Owner and Declarant, the procedures in this Section 21 do not replace Declarant's customer or warranty service procedures, and Owners are encouraged to resolve disputes through those procedures prior to initiating any procedures hereunder.

A. Disputes Between the Association and Owners. All disputes, controversies, claims and demands between the Association and any Owner pertaining to the subject areas described in Section 21.C below shall be governed by the procedures set forth in Section 21.C.

B. Disputes Between The Association/Owner and Declarant. Any and all claims, disputes and/or other controversy between the Association or any Owner and Declarant (or any Affiliated general contractor or Affiliated contractor, or any officer, director, member, shareholder, partner, employee or agent thereof, individually and collectively referred to as "Declarant" for purposes of this Article) or any non-Affiliated general contractor, non-Affiliated contractor, subcontractor, material supplier, individual product manufacturer, design professional or any other person or entity that provided materials, labor or other services to the Property or a Home on behalf of Declarant, relating to this Declaration, the use, condition, design,

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specifications, surveying, grading, construction, installation, budgeting and/or performance of any Improvements in the Common Area or the Home, whether based in contract, tort or statute violation, shall be subject to the provisions set forth in Section 21.C below, and/or, with respect to any such disputes between an Owner and Declarant, the provisions of the purchase agreement between such Owner and Declarant and/or the provisions of any warranty provided by Declarant to such Owner.

C. Dispute Resolution. ANY AND ALL CLAIMS, CONTROVERSIES, BREACHES OR DISPUTES BY OR BETWEEN ANY OWNER AND THE ASSOCIATION AND/OR DECLARANT (COLLECTIVELY REFERRED TO AS THE "BOUND PARTIES" AND INDIVIDUALLY AS A "BOUND PARTY"), ARISING OUT OF OR RELATED TO THE PROPERTY, THE SUBDIVISION OR COMMUNITY OF WHICH THE PROPERTY IS A PART, THE SALE OF THE PROPERTY BY DECLARANT, OR ANY TRANSACTION RELATED THERETO, WHETHER SUCH DISPUTE IS BASED ON CONTRACT, TORT, STATUTE, OR EQUITY, INCLUDING WITHOUT LIMITATION, ANY DISPUTE OVER (a) BREACH OF CONTRACT, (b) NEGLIGENT OR INTENTIONAL MISREPRESENTATION OR FRAUD, (c) NONDISCLOSURE, (d) BREACH OF ANY ALLEGED DUTY OF GOOD FAITH AND FAIR DEALING, (e) ALLEGATIONS OF LATENT OR PATENT DESIGN OR CONSTRUCTION DEFECTS, INCLUDING WITHOUT LIMITATION, PURSUANT TO THE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES, (f) THE PROPERTY, INCLUDING WITHOUT LIMITATION, THE PLANNING, SURVEYING, DESIGN, ENGINEERING, GRADING, SPECIFICATIONS, CONSTRUCTION OR OTHER DEVELOPMENT OF THE PROPERTY, THE PARCEL/TRACT OR WOODLAND PARK OF WHICH THE PROPERTY IS A PART, (g) DECEPTIVE TRADE PRACTICES OR (h) ANY OTHER MATTER ARISING OUT OF OR RELATED TO THE INTERPRETATION OF ANY TERM OR PROVISION OF THIS DECLARATION, OR ANY DEFENSE GOING TO THE FORMATION OR VALIDITY OF THIS DECLARATION, OR ANY PROVISION OF THIS DECLARATION OR ANY EXHIBITS HERETO (EACH A "DISPUTE"), SHALL BE ARBITRATED PURSUANT TO THE FEDERAL ARBITRATION ACT AND SUBJECT TO THE PROCEDURES SET FORTH AS FOLLOWS:

i. THIS AGREEMENT TO ARBITRATION SHALL BE DEEMED TO BE A SELF-EXECUTING ARBITRATION AGREEMENT. ANY DISPUTE CONCERNING THE INTERPRETATION OR THE ENFORCEABILITY OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, ITS REVOCABILITY OR VOIDABILITY FOR ANY CAUSE, ANY CHALLENGES TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, OR THE SCOPE OF ARBITRABLE ISSUES UNDER THIS ARBITRATION AGREEMENT, AND ANY DEFENSE RELATING TO THE ENFORCEMENT OF THIS ARBITRATION AGREEMENT, INCLUDING WITHOUT LIMITATION, WAIVER, ESTOPPEL, OR LACHES, SHALL BE DECIDED BY AN ARBITRATOR IN ACCORDANCE WITH THIS ARBITRATION AGREEMENT AND NOT BY A COURT OF LAW.

ii. IN THE EVENT THAT A DISPUTE ARISES BETWEEN THE BOUND PARTIES, SUCH DISPUTE SHALL BE RESOLVED BY AND PURSUANT TO THE ARBITRATION RULES AND PROCEDURES OF JUDICIAL ARBITRATION AND MEDIATION SERVICES ("JAMS") IN EFFECT AT THE

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TIME THE REQUEST FOR ARBITRATION IS SUBMITTED. IN THE EVENT JAMS IS FOR ANY REASON UNWILLING OR UNABLE TO SERVE AS THE ARBITRATION SERVICE, THE BOUND PARTIES SHALL SELECT ANOTHER REPUTABLE ARBITRATION SERVICE. IF THE BOUND PARTIES ARE UNABLE TO AGREE ON AN ALTERNATIVE SERVICE, THEN EITHER BOUND PARTY MAY PETITION ANY COURT OF COMPETENT JURISDICTION IN THE COUNTY IN WHICH THE PROPERTY IS LOCATED TO APPOINT SUCH AN ALTERNATIVE SERVICE, WHICH SHALL BE BINDING ON THE BOUND PARTIES. THE RULES AND PROCEDURES OF SUCH ALTERNATIVE SERVICE IN EFFECT AT THE TIME THE REQUEST FOR ARBITRATION IS SUBMITTED SHALL BE FOLLOWED.

iii. The Bound Parties expressly agree and acknowledge that this Declaration involves and concerns interstate commerce and is governed by the provisions of the Federal Arbitration Act (9 U.S.C. §1 et seq.) now in effect and as the same may from time to time be amended, to the exclusion of any different or inconsistent state or local law, ordinance, regulation, or judicial rule. Accordingly, any and all Disputes shall be arbitrated – which arbitration shall be mandatory and binding – pursuant to the Federal Arbitration Act.

iv. This arbitration agreement shall inure to the benefit of, and be enforceable by, each Owner, Declarant and Declarant's Affiliates and related entities, the Association, and each of their respective employees, officers, directors, agents, representatives, contractors, subcontractors, agents, vendors, suppliers, design professionals, insurers and any other person whom any Owner or the Association contends is responsible for any alleged defect in or to the Property or any improvement or appurtenance thereto. The Bound Parties contemplate the inclusion of such Bound Parties in any arbitration of a Dispute and agree that the inclusion of such Bound Parties will not affect the enforceability of this arbitration agreement.

v. In the event any Dispute arises under the terms of this Declaration or in the event of the bringing of any arbitration action by a Bound Party hereto against another Bound Party hereunder by reason of any breach of any of the covenants, agreements or provisions on the Bound Party of the other Bound Party arising out of this Declaration, then in that event the prevailing party shall be awarded from the other party all costs and expenses in any way related to the Dispute, including actual attorney and paralegal's fees, accounting and engineering fees, and any other professional fees resulting there from as awarded by court or arbitrator.

vi. The arbitrator shall be authorized to provide all recognized remedies available in law or in equity for any cause of action that is the basis of the arbitration.

vii. The decision of the arbitrator shall be final and binding. The Bound Parties expressly agree that an application to confirm, vacate, modify, or correct an award rendered by the arbitrator shall be filed in any court of competent jurisdiction in the County in which the Property is located.

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viii. To the extent that any state or local law, ordinance, regulation, or judicial rule is inconsistent with any provision of the rules of the arbitration service under which the arbitration proceeding shall be conducted, the latter rules shall govern the conduct of the proceeding.

ix. The participation by any party, or any party whom the Association or any Owner contends is responsible for a Dispute, in any judicial proceeding concerning this arbitration agreement or any matter arbitrable hereunder shall not be asserted or accepted as a reason to delay, to refuse to participate in arbitration, or to refuse to compel arbitration, including instances in which the judicial proceeding involves parties not subject to this arbitration agreement and/or who cannot otherwise be compelled to arbitrate.

x. Fees and costs of the arbitration and/or the arbitrator shall be borne equally by the Bound Parties to the arbitration; provided, however, that the fees and costs of the arbitration and/or the arbitrator ultimately shall be allocated and borne as determined by the arbitrator. Notwithstanding the foregoing, the Bound Parties shall each be solely responsible for their own attorney fees and expert witness costs.

xi. The arbitrator appointed to serve shall be a neutral and impartial individual.

xii. The venue of the arbitration shall be in the County where the Property is located unless the parties agree in writing to another location.

xiii. If any provision of this arbitration agreement shall be determined to be unenforceable or to have been waived, the remaining provisions shall be deemed to be severable therefrom and enforceable according to their terms.

xiv. The parties to the arbitration shall have the right to conduct a reasonable amount of discovery, including written discovery, depositions and inspections and testing, all as approved and coordinated by the arbitrator.

xv. Any and all Disputes between Declarant and the Association arising from or related to Woodland Park, this Declaration or any other agreements between Declarant and the Association shall be resolved in accordance with this Declaration.

xvi. Pre-Arbitration Dispute Resolution Provision: For all Disputes, the Bound Parties agree to follow the pre-arbitration procedures set forth below. The Dispute resolution provisions of this Declaration are intended to grant certain rights to Declarant and/or the Association which are in addition to those rights provided in Chapter 558, Florida Statutes ("Chapter 558 Notice of Claim"), as it exists at the time this Declaration is recorded. If a court of law should determine that any of the terms of this Declaration conflict with any of the terms of Chapter 558 Notice of Claim, the terms of Chapter 558 Notice of Claim shall supersede and control to the extent of such conflict.

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1. Notification. The Association and all Owners agree to provide Declarant, with written notice of any matters relating to a Dispute as soon as is reasonably possible after the Association or any Owner becomes aware, or should have become aware, of such matters and Dispute. Additionally, in accordance with the requirements of Chapter 558 Notice of Claim, the Association and all Owners must comply with and is hereby advised of the following:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

2. Cooperation; Access; Repair. The Association and each Owner agree to provide Declarant and its representatives, contractors, and others as Declarant may request, with prompt, reasonable cooperation, which may, for example, include access to all portions of the Property, in order to facilitate Declarant's investigation regarding a Dispute including, without limitation, for purposes of inspecting, testing, repairing, replacing, correcting, or otherwise addressing matters related to the Dispute. If the Dispute arises out of or relates to the planning, surveying, design, engineering, grading, specifications, construction, or other development of the Property, Declarant is hereby granted the irrevocable right, but is under no obligation, to inspect, repair and/or replace any and all affected parts of the Property.

NOTICE: THE BOUND PARTIES AGREE TO HAVE ANY DISPUTE ARISING OUT OF THE MATTERS INCLUDED IN THIS ARBITRATION AGREEMENT (ARTICLE XIII, SECTION 21 OF THIS DECLARATION) ENTITLED, "DISPUTE RESOLUTION - ARBITRATION" DECIDED BY NEUTRAL ARBITRATION IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, AND THE BOUND PARTIES ARE GIVING UP ANY RIGHTS THE BOUND PARTIES MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. THE BOUND PARTIES ARE GIVING UP THEIR RESPECTIVE JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THIS ARBITRATION AGREEMENT. IF ANY OWNER OR DECLARANT AND/OR THE ASSOCIATION REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, THE OWNER OR DECLARANT AND/OR THE ASSOCIATION MAY BE COMPELLED TO ARBITRATE UNDER THE FEDERAL ARBITRATION ACT. THE BOUND PARTIES' AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

THIS DECLARATION PROVIDES THAT ALL DISPUTES BETWEEN THE BOUND PARTIES WILL BE RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE PROVISIONS SET FORTH ABOVE. THIS MEANS THAT THE BOUND PARTIES EACH GIVE UP THE RIGHT TO GO TO COURT OR TO A JURY TO ASSERT OR DEFEND RIGHTS UNDER THIS DECLARATION. THE BOUND PARTIES RIGHTS WILL BE DETERMINED BY A NEUTRAL ARBITRATOR AND NOT BY A JUDGE OR JURY. THE BOUND PARTIES ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN THE RULES FOLLOWED IN

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A COURT. ARBITRATOR DECISIONS ARE AS ENFORCEABLE AS ANY COURT ORDER AND ARE SUBJECT TO VERY LIMITED REVIEW BY A COURT.

THE BOUND PARTIES UNDERSTAND THE FOREGOING AND AGREE TO SUBMIT ALL DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THIS ARTICLE ENTITLED "DISPUTE RESOLUTION - ARBITRATION" TO NEUTRAL, BINDING ARBITRATION.

Section 22. AIRPORT NOISE IMPACT AREA. . The Property is located in the proximity of the Orlando International Airport as it now exists or may hereafter be enlarged, expanded and/or developed. Pursuant to the Declaration of Covenant and Waiver recorded on December 17, 2013, in Official Records Book 10678, page 1514, of the Public Records of the County, aircraft operating on, or approaching or departing from the Airport, will generate noise and activity at the airport and near the Property. Declarant, the Association and the Owners hereby covenant and declare that they, their successors, assigns, licensees, invitees and tenants (hereinafter "the Persons Bound") expressly waive all right to assert against or join in any claim, administrative proceeding, lawsuit or other cause of action that may for any reason arise in the future against the Greater Orlando Aviation Authority, the City of Orlando, the County of Orange, the operators and owners of aircraft lawfully using the airport, and in the case of the aforementioned private companies and public agencies, their respective officers, directors, employees and agents (collectively "the Benefited Parties") for any inverse condemnation, damages, aircraft noise (including, without limitation, noise produced by aircraft located on the airport, approaching the airport for landing or departing from the Airport), nuisance or other action of any nature whatsoever arising out of, or related to, aircraft activity in the proximity of the Property.

NOTICE OF AIRPORT NOISE

THE PROPERTY IS LOCATED WITHIN AN AIRPORT NOISE ZONE. RESIDENTS WILL BE SUBJECT TO AIRCRAFT NOISE THAT MAY BE OBJECTIONABLE.

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IN WITNESS WHEREOF, this Declaration has been signed by Declarant and joined in by the Association on the respective dates set forth below.

DECLARANT:

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: _____
Printed Name: Gregory U. Clark
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Gregory U. Clark, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of August, 2014.

_____
Notary Public

_____
Typed, printed or stamped name of Notary Public

My Commission Expires:

R. BRONSON
MY COMMISSION # EE 133839
EXPIRES: September 27, 2015
Bonded Thru Notary Public Underwriters

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ASSOCIATION:

WOODLAND PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

By: _____
SHELLEY S. KAERCHER, President

[CORPORATE SEAL]

WITNESSES AS TO ASSOCIATION:

_____
Signature
Print Name Esperanza Maxon

_____
Signature
Print Name Keeya Clayton

STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by SHELLEY S. KAERCHER, as President of WOODLAND PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him by said corporation, and that the seal affixed thereto is the true corporate seal of said corporation. She is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of August, 2014.

_____
Notary Public, State of Florida at Large

My Commission Expires: _____

Typed, Printed or Stamped Name of Notary Public

R. BRONSON
MY COMMISSION # EE 133839
EXPIRES: September 27, 2015
Bonded Thru Notary Public Underwriters

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EXHIBIT A

Legal Description of Property

ALL THOSE TRACTS OR PARCELS OF LAND SHOWN ON THAT CERTAIN PLAT OF WOODLAND PARK PHASE 1A RECORDED IN PLAT BOOK 82, PAGES 34 THROUGH 37 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS AND EXCEPT TRACTS E, F, G AND I.

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EXHIBIT "B"

ARTICLES OF INCORPORATION
OF
WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

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Florida Department of State
Division of Corporations
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Account Number : 076666002273
Phone : (904)398-3911
Fax Number : (904)396-0663

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FLORIDA PROFIT/NON PROFIT CORPORATION
WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

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ARTICLES OF INCORPORATION
FOR
WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

A Corporation Not-for-Profit
Under the Laws of the State of Florida

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

1
NAME

The name of the corporation is WOODLAND PARK HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles" and the By-Laws of the Association as the "By-Laws." The terms used in these Articles shall have the meanings set forth in the Declaration of Covenants and Restrictions for the Woodland Park Homeowners Association, Inc. recorded in the Public Records of Orange County Florida, as amended and/or supplemented from time to time.

2
OFFICE

The principal office and mailing address of the Association shall be at 151 Southhall Lane, Suite 200, Maitland, Florida 32751 or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office or at such other place as may be permitted by the Act.

3
REGISTERED AGENT

The initial registered agent is Kristin Rahm, NRAI Services, Inc., whose address is 1200 South Pine Island Road, Plantation, Florida 33324, or at such other place as the Board of Directors may from time to time designate.

4
PURPOSE

The objects and purposes of the Association are those objects and purposes as are authorized by the Declaration of Covenants, Conditions and Restrictions for the Woodland Park Homeowners Association, Inc. recorded in the Public Records of Orange County Florida, as hereafter amended and/or supplemented from time to time (the "Declaration"). The further objects and purposes of the Association are to preserve the values in the Property and to maintain the Common Area thereof for the benefit of the Owners who become members of the Association.

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5
POWERS

The powers of the Association shall include and be governed by the following:

5.1 General. The Association shall have all of the common law and statutory powers of a corporation not-for-profit under the Laws of Florida (which are in effect at the time of filing of these Articles) except as expressly limited or restricted by applicable law, the terms of these Articles, the Declaration or the By-Laws.

5.2 Enumeration. In addition to the powers set forth in Section 5.1 above, the Association shall have all of the powers and duties reasonably necessary to operate the Property pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

(a) To make and collect Assessments and other charges against members as Owners (whether or not such sums are due and payable to the Association), and to use the proceeds thereof in the exercise of its powers and duties, including without limitation for the maintenance and operation of the Surface Water Management System, including but not limited to work within the retention areas, drainage structures or drainage easements.

(b) To buy, accept, own, operate, lease, sell, trade and mortgage both real and personal property in accordance with the provisions of the Declaration; provided, however, the Common Area may not be mortgaged without the consent of the Owners with voting power representing two-thirds (2/3rds) of the votes.

(c) To maintain, repair, replace, reconstruct, add to and operate the Common Area and other property to be maintained by the Association pursuant to the Declaration.

(d) To purchase insurance upon the Common Area, insurance for the protection of the Association, its officers, directors and Owners, and other insurance required or permitted by the Declaration.

(e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Property and for the health, comfort, safety and welfare of the Owners.

(f) To enforce by legal means the provisions of the Declaration, these Articles, the By-Laws, the rules and regulations for the use of the Common Area and applicable law.

(g) To contract for the management and maintenance of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules, and maintenance,

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repair and replacement of the Common Area with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties to make assessments, promulgate rules and execute contracts on behalf of the Association.

(h) To employ personnel to perform the services required for the proper operation and maintenance of the Common Area.

(i) To execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit or Lot and each Mortgagee of an Owner by acceptance of a lien on said Unit or Lot, appoints and designates the President of the Association as such Owner's agent and attorney-in-fact to execute any and all such documents or consents.

(j) To operate, maintain and manage the Stormwater Management System(s) in a manner consistent with the requirements of District Permit No. 48-01424-S and applicable District rules, and shall assist in the enforcement of the restrictions and covenants contained herein.

(k) To levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Stormwater Management System.

(l) Such assessments, as set forth in Section 5.2(k) above, 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.

5.3 Association Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws. The Association shall have the power to transfer title to the Common Areas to another not-for-profit corporation in which the members of this Association are also the members.

5.4 Distribution of Income. The Association shall not pay a dividend to its members and shall make no distribution of income to its members, directors or officers.

5.5 Dissolution. 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 Applicant's Handbook Volume I, Section 12.3, and be approved by the Agency prior to such termination, dissolution or liquidation.

5.6 Limitation. The powers of the Association shall be subject to and shall be exercised in

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accordance with the provisions hereof and of the Declaration, the By-Laws and applicable law, provided that in the event of conflict, the provisions of applicable law shall control over those of the Declaration and By-Laws. The provisions of the Declaration shall control over those of the Articles and By-Laws; the provisions of the Articles shall control over the provisions of the By-Laws.

6
MEMBERS

6.1 Membership. The members of the Association shall consist of the record title owners of Lots or Units within the Property from time to time, which membership shall be appurtenant to and inseparable from ownership of the Lot or Unit.

6.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Lot or Unit for which that share is held.

6.3 Classes of Memberships and Voting Rights. The Association shall have two (2) classes of voting membership:

(a) Class A Members shall be all Owners, with the exception of the "Declarant" (as long as the Class B Membership shall exist, and thereafter, the Declarant shall be a Class A Member to the extent it would otherwise qualify). Each Class A Member shall have one (1) vote for each Lot owned by such member.

(b) Class B Member. The Class B Member shall be Taylor Morrison of Florida, Inc. (the "Declarant"), who shall be entitled to three (3) votes for each Lot owned by the Declarant. The Class B Member will also include any successors or assigns of the named Class B Member if the Declarant's rights are expressly assigned to such successor or assign. The Class B Membership shall cease and be converted to Class A Membership on the happening of any of the following events: ("Turnover"):

(1) When the total votes outstanding in the Class A Membership equals the total votes outstanding in the Class B Membership;

(2) Three (3) months after ninety percent (90%) of the Lots have been conveyed to members of the Association other than the Declarant;

(3) In accordance with the turnover rules or requirements of the Act (if sooner than (2) above); or

(4) Such earlier date as the Declarant may choose to terminate the Class B Membership upon notice to the Association.

All votes shall be exercised or cast in the manner provided by the Declaration and By-Laws. After Turnover, the Class A Members may vote to elect the majority of the members of the Board. For the purposes of this Article, builders, contractors or others who purchase a Lot

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for the purpose of the constructing improvements thereon for resale shall not be deemed to be Class A Members. After Turnover, for so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots within the Property, the Declarant may elect at least one (1) Director. After Turnover, the Declarant will be a Class A Member with respect to the Lots which it owns and shall have all rights and obligations of a Class A Member, except that it may not cast its votes for the purpose of reacquiring control of the Association.

7
INCORPORATOR

The name and address of the Incorporator of this Corporation is:

Ellen Avery-Smith — 201 South Orange Avenue, Suite 720, Orlando, Florida 32801

8
TERM OF EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Secretary of State, Tallahassee, Florida. The Association shall exist in perpetuity.

9
OFFICERS

The affairs of the Association shall be administered by the officers holding the offices designated in the By-Laws. The officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of officers, for filling vacancies and for the duties and qualifications of the officers. The names and addresses of the officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME:	ADDRESS:
President: Shelley S. Kaercher	151 Southall Lane, Suite 200 Maitland, Florida 32751
Vice President: Esperanza Maxon	151 Southall Lane, Suite 200 Maitland, Florida 32751
Secretary/Treasurer: Chris Tyree	151 Southall Lane, Suite 200 Maitland, Florida 32751

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10
DIRECTORS

10.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Prior to Turnover, Directors need not be members of the Association.

10.2 Duties and Powers. All of the duties and powers of the Association existing under the law, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Owners when such approval is specifically required.

10.3 Election and Removal. Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

10.4 Term of Declarant's Directors. The Declarant shall appoint the members of the first Board of Directors and their replacements who shall hold office for the periods described in the By-Laws.

10.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have taken office, as provided in the By-Laws, are as follows:

NAME	ADDRESS
Shelley S. Kaercher	151 Southall Lane, Suite 200 Maitland, Florida 32751
Esperanza Maxon	151 Southall Lane, Suite 200 Maitland, Florida 32751
Chris Tyree	151 Southall Lane, Suite 200 Maitland, Florida 32751

10.6 Standards. A director shall discharge his duties as a director, including any duties as a member of a Committee: in good faith; with the care an ordinary prudent person in a like position would exercise under similar circumstances; and in a manner reasonably believed to be in the best interests of the Association. Unless a director has knowledge concerning a matter in question that makes reliance unwarranted, a director, in discharging his duties, may rely on information, opinions, reports or statements, including

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financial statements and other data, if prepared or presented by: one or more officers or employees of the Association whom the director reasonably believes to be reasonable and competent in the manners presented; legal counsel, public accountants or other persons as to matters the director reasonably believes are within the persons' professional or expert competence; or a Committee of which the director is not a member if the director reasonably believes the Committee merits confidence. A director is not liable for any action taken as a director, or any failure to take action, if he performed the duties of his office in compliance with the foregoing standards.

11
INDEMNIFICATION PROVISIONS

11.1 Except as provided in Section 617.0834, Florida Statutes, the indemnification provisions of Section 607.0831 Florida Statutes and Section 607.0850, Florida Statutes shall apply to this Association pursuant to the provisions of Section 617.0831, Florida Statutes. However, for purposes of indemnification, the term "Director" does not include a director appointed by the Declarant to the board of directors of this Association.

12
BYLAWS

The first By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided in the By-Laws and the Declaration.

13
AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

13.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 720, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

13.2 Adoption. Amendments shall be proposed and adopted in the manner provided in Chapters 617 and 720, Florida Statutes and in the Act (the latter to control over the former to the extent provided for in the Act); provided that in all events such amendments shall be approved by the Owners representing two thirds (2/3rds) of the votes of the members of the Association who have voting power at the time of such amendment.

13.3 Declarant Amendments. Notwithstanding anything herein contained to the contrary, to the extent lawful, the Declarant may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Declarant alone.

13.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Orange County, Florida with an identification

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on the first page thereof of the book and page of said public records where the Declaration are recorded which contains, as an exhibit, the initial recording of these Articles.

14

INITIAL REGISTERED OFFICE; ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this corporation shall be at 1200 South Pine Island Road, Plantation Road, Plantation, Florida 33324 with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be NRAI Services, Inc.

IN WITNESS WHEREOF, the Incorporator has affixed her signature the day and year set forth below.

Incorporator

Dated this 27th day of February, 2014.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In compliance with the laws of Florida, the following is submitted:

That desiring to organize under the laws of the State of Florida with its principal office, as indicated in the foregoing Articles of Incorporation, in the County of Orange, State of Florida, the Association named in the said articles has named NRAI Services, Inc., whose address is 1200 South Pine Island Road, Plantation, Florida 33324 as its statutory registered agent.

Having been named the statutory agent of said Association at the place designated in this certificate, I am familiar with the obligations of that position, and hereby accept the same and agree to act in this capacity, and agree to comply with the provisions of Florida law relative to keeping the registered office open.

Kristen Rahm, Assistant Secretary to NRAI Services, Inc., Registered Agent

DATED this 20 day of Feb, 2014

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EXHIBIT "C"

BY-LAWS
OF
WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

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Return to: (enclose self-addressed stamped envelope)

Name: Angela Tompkins, Paralegal

Address:
Greenspoon Marder, P.A.
5150 North Tamiami Trail, Suite 502
Naples, FL 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Greenspoon Marder, P.A.
200 East Broward Boulevard
Suite 1800
Fort Lauderdale, Florida 33301

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AMENDMENT TO THE BYLAWS OF WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, as Declarant of Woodland Park ("Declarant"), does hereby certify as follows:

1. The Association was originally incorporated on February 27, 2014, Charter Number N14000001966, under Chapter 617 of the laws of the State of Florida.

2. The Bylaws are Exhibit "B" to the Declaration of Covenants, Conditions and Restrictions for Woodland Park, recorded on May 29, 2014, in Official Records Book 10750, Page 6308, of the Public Records of Orange County, Florida.

3. Declarant is desirous of amending the Meetings of Members section of the Bylaws.

4. The Bylaws state that prior to the Turnover, Declarant shall have the absolute right to amend the Bylaws.

5. As of the date of this Amendment, the Turnover has not occurred.

NOW, THEREFORE, the Bylaws are hereby amended as follows:

1. The first paragraph of the Meetings of Members section of the Bylaws is hereby amended to read as follows:

The regular annual meeting of the Members shall be held ~~in the month of November~~ each year at such time and place as shall be determined by the Board

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of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

(Words bolded and double underlined are added; words ~~struck through~~ are deleted)

IN WITNESS WHEREOF, this Amendment has been executed by the Association this 6th day of August, 2014.

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

Signature
Esperanza Mason
Printed Name
Shelley S. Kaercher
Signature
Shelley S. Kaercher
Printed Name

By: _____
Printed Name: Gregory U. Clark
Title: Vice President

STATE OF FLORIDA)
) SS:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Gregory U. Clark, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 11th day of August, 2014.

Shelley S. Kaercher
Notary Public

Shelley S. Kaercher
Typed, printed or stamped name of Notary Public

My Commission Expires:

Notary Public State of Florida
Shelley S Kaercher
My Commission FF 002385
Expires 03/26/2017

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BY-LAWS
OF
WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

A Corporation Not-for-Profit
Under the Laws of the State of Florida

DEFINITIONS

All terms in these By-Laws shall have the meanings as set forth in the Declaration of Covenants, Conditions and Restrictions for WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

BOOKS AND PAPERS

The books, records and papers of the Association shall, at all times, during reasonable business hours, be subject to the inspection of any Member of the Association.

MEMBERSHIP

Membership of the Association is as set forth in Article 6 of the Articles of Incorporation of the Association.

The rights of membership are subject to the payment of annual and special Assessments levied by the Association, the obligation of which Assessments is imposed against each Owner of, and becomes a lien upon, that portion of the Property against which such Assessments are made as provided in the Declaration.

BOARD OF DIRECTORS

After Turnover or Transition (as defined in Section 720.307, Florida Statutes), the Directors of the Association shall be elected at the annual meeting of the Members except as otherwise specified in the Articles of Incorporation. The election shall be decided by a majority of votes cast either by Members present in person or by written ballots cast prior to or at the annual meeting. The election shall be valid notwithstanding whether there was a quorum at the meeting.

Any director (other than a director designated by the Declarant) may be removed from office at any time with or without cause by the affirmative majority vote of the Association membership cast at a meeting at which a quorum is present.

After Turnover, the first meeting of the duly elected Board of Directors, for the purposes of organization, shall be held immediately after the annual meeting of Members, provided the

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majority of the members of the Board elected be present. Any action taken at such meeting shall be by a majority of the whole Board. If the majority of the members of the Board elected shall not be present at that time, or if the directors shall fail to elect officers, the meeting of the Board to elect officers shall then be held within thirty (30) days after the annual meeting of Members upon three (3) days' notice in writing to each member of the Board so elected, stating the time, place and object of such meeting.

Subject to the provisions of Section 4.6 below, regular meetings of the Board of Directors may be held at any place or places in Florida as designated by the Board, on such days and at such hours as the Board of Directors may, by resolution, designate.

Subject to the provisions of Section 4.6 below, special meetings of the Board of Directors may be called at any time by the President or by any two (2) members of the Board and may be held any place or places within Florida as designated by the Board, and at any time.

Except only for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be protected by the attorney-client privilege, regular and/or special meetings of the Board of Directors shall be open to all Owners, and notices of Board meetings shall be posted in a conspicuous place on the property governed by the Association at least forty eight (48) hours prior to the meeting, except in the event of an emergency. In the alternative, if notice is not conspicuously posted, notice of the 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, notice of any meeting in which Assessments against Lots or Units are to be considered shall specifically contain a statement to that effect as well as a statement of the nature of such Assessments and shall be provided to each Owner not less than fourteen (14) days prior to the meeting.

Directors (including affiliates of the Declarant) shall have the absolute right to resign at any time and the remaining directors in office shall then fill the vacancies, provided that if all directors resign, a special meeting of Members shall be called as soon as possible for the purpose of electing new directors and the resignations of such directors shall not be effective until such election is held and new directors are elected, except that if no meeting is held or no directors are elected after two (2) attempts to call and hold such meeting, the resignations shall become effective simultaneously with the date and time of the scheduled second meeting, whether held or not or whether new directors are elected or not. Notwithstanding anything herein contained to the contrary, in the event that a Director appointed by the Declarant resigns, said seat shall be filled by a replacement designated by the Declarant rather than by the remaining directors.

Directors may not vote by proxy or secret ballot; provided, however, that secret ballots may be used for the election of officers. This subsection also applies to the meetings of any committee or other similar body, when a final decision will be made regarding the expenditure of Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the community.

The Directors of the Association have a fiduciary duty to the Owners of Lots or Units governed by the Association.

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Members have the right to attend all meetings of the Board and to speak on any matter placed on the agenda by petition of the voting interests for at least three (3) minutes. The Association may adopt written reasonable rules expanding the right of Members to speak and governing the frequency, duration and other manner of Member statements, which rules must be consistent with this paragraph and may include a sign-up sheet for Members wishing to speak. Notwithstanding any other law, the requirement that Board meetings and committee meetings be open to the Members is inapplicable to meetings between the Board or a committee and the Association's attorney, with respect to meetings of the Board held for the purpose of discussing personnel matters.

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 14 days' notice of the meeting at which the petitioned item shall be addressed. 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.

RECALL OF DIRECTORS

Subject to the provisions of Section 720.307, Florida Statutes, regarding transition of Association control, any member of the Board or Directors may be recalled and removed from office with or without cause by a majority of the total voting interests in accordance with the provisions of Section 720.303 (10), Florida Statutes.

OFFICERS

Any officer may be removed at any time by the affirmative vote of a majority of the Board of Directors at any duly called regular or special meeting of the Board.

The President shall be the chief executive officer of the Association. The President shall preside at all meetings of the Members of the Association and of the Board of Directors. He shall have the general powers and duties of supervision and management of the Association which usually pertain to his office and shall perform all such duties as are properly required of him by the Board of Directors. The Board of Directors shall elect at least one (1) Vice President, who shall have such powers and perform such duties as usually pertain to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, any Vice President shall perform the duties and exercise the powers of the President. If more than one (1) Vice President is elected, the Board shall designate which Vice President is to perform which duties. The Secretary shall issue notices of all meetings of the membership of the Association and the directors where notices of such meetings are required by law or in these Bylaws. He shall keep the minutes of the meetings of the membership and of the Board of Directors. The Treasurer shall have the care and custody of all the monies and securities of the Association. He shall enter on the books of the Association, to be kept by him for that purpose,

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full and accurate accounts of all monies received by him and paid by him on account of the Association. He shall sign such instruments as require his signature and shall perform all such duties as usually pertain to his office or as are properly required of him by the Board of Directors.

Vacancies in any office arising from any cause may be filled by the Board of Directors at any regular or special meeting.

The officers of the Association have a fiduciary duty to the Owners of Lots governed by the Association.

MEETINGS OF MEMBERS

The regular annual meeting of the Members shall be held in the month of November in each year at such time and place as shall be determined by the Board of Directors. The election of directors shall be held at, or in conjunction with, the annual meeting.

Special meetings of the Members for any purpose may be called at any time by the President, the Vice President, the Secretary or the Treasurer, or by any two (2) or more members of the Board of Directors, or upon written request of the Members who have a right to vote 10 percent of all the votes of the entire membership, or who have a right to vote 10 percent of the votes of the Class A membership. Business conducted at a special meeting shall be limited to the purposes set forth in the notice of meeting.

Notice may be given to the Members either personally, or by sending a copy of the notice through the mail, postage thereon fully paid, to the addresses appearing on the records of the Association. Each Member shall register his address with the Secretary, and notices of meetings shall be mailed to him at such address. Notice of any meeting, regular or special, shall be mailed or personally delivered at least fourteen (14) days in advance of the meeting and shall set forth the general nature of the business to be transacted; provided, however, that if any business of any meeting shall involve any action governed by the Articles of Incorporation, notice of such meeting shall be given or sent as therein provided.

The presence in person or by proxy at the meeting of Members entitled to cast at least 30 percent of the votes of the membership shall constitute a quorum for any action governed by these By-Laws. Unless a greater percentage is expressly required, decisions of the Members shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.

Members have the right to vote in person or by proxy. To be valid, a proxy must be in writing and be signed by the Member and the proxy must state the date, time and place of the meeting for which it was given. A proxy is effective only for the meeting for which it was given, as the meeting may be legally adjourned and reconvened from time to time, and automatically expires ninety (90) days following the date of the meeting for which it was originally given. A proxy is revocable at any time at the pleasure of the person who executes it. If the proxy form so provides, the proxy holder may appoint, in writing, a substitute to act in the proxy holder's place.

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Any Owner may tape record or videotape meetings of the Members, subject, however, to the rules established from time to time by the Board regarding such tapings.

Except when specifically or impliedly waived by the chairman of a meeting (either of Members or Directors), Roberts' Rules of Order (latest edition) shall govern the conduct of Association meetings when not in conflict with the Declaration, the Articles or these By-Laws; provided, however, that a strict or technical reading of said Roberts' Rules of Order shall not be made as to frustrate the will of the persons participating in said meeting.

AMENDMENTS

These By-Laws may be amended, at a regular or special meeting of the Board, by a vote of two-thirds (2/3^{rds}) of the votes of the Directors, provided that the notice to the Members of the meeting discloses the information that the amendment of the By-Laws is to be considered; provided, however, the provisions which are governed by the Articles of Incorporation of this Association may not be amended except as provided in the Articles of Incorporation or applicable law, and provided further, that any matters stated herein to be or which are in fact governed by the Declaration may not be amended except as provided in such Declaration. Anything to the contrary herein notwithstanding, the Declarant shall have the absolute right to amend these By-Laws and the Articles of Incorporation prior to the Turnover or Transition of control to the Members as provided in Section 720.307, Florida Statutes.

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

OFFICIAL RECORDS

From the inception of the Association, the Association shall maintain each of the following, where applicable, which shall constitute the official records of the Association:

A photocopy of any plans, specifications, permits and warranties related to improvements constructed on the Common Property or other property that the Association is obligated to maintain, repair or replace;

A photocopy of the By-Laws of the Association and all amendments thereto;

A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;

A photocopy of the Declaration and all amendments thereto;

A copy of the current Rules and Regulations of the Association;

The minutes of all meetings of the Association, of the Board of Directors, and of Members, which minutes shall be retained for a period of not less than seven (7) years;

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A current roster of all Owners, their mailing addresses and Lot or Unit identifications;

All current insurance policies of the Association or a copy of each such policy, which policies shall be retained for a period of not less than seven (7) years;

A current copy of all contracts to which the Association is a party, including, without limitation, any management agreement, lease or other contract under which the Association has an obligation or responsibility;

Bids received by the Association for any work to be performed on behalf of the Association, which bids shall be retained for a period of not less than one (1) year;

All other written records of the Association not specifically included in the foregoing which are related to the operation of the Association; and

Financial and accounting records for the Association maintained in accordance with good accounting practices. All financial and accounting records shall be maintained for a period of not less than seven (7) years. The financial and accounting records shall include, but not be limited to:

Accurate, itemized and detailed records for all receipts and expenditures;

A current account and a periodic statement of the account for each Member of the Association, designating the name and current address of each Member, the due date and amount of each Assessment, the date and amount of each payment on the account, and the balance due;

All tax returns, financial statements and financial records of the Association; and

Any other records that identify, measure, record or communicate financial information.

Notwithstanding the provisions of this paragraph, the following records shall not be accessible to Members or Unit Owners:

(1) Any record protected by the lawyer-client privilege as described in Section 90.502, Florida Statutes, and any record protected by the work-product privilege, including, but not limited to, any 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 was prepared exclusively for civil or criminal litigation or for adversarial administrative proceedings or which was prepared in anticipation of imminent civil or criminal litigation or imminent adversarial administrative proceedings until the conclusion of the litigation or adversarial administrative proceedings.

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

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(3) Disciplinary, health, insurance, and personnel records of the Association's employees.

(4) Medical records of Unit Owners or community residents.

The Association or its agent is not required to provide a prospective purchaser or lienholder with information about the residential subdivision or the Association other than information or documents required by Chapter 720, Florida Statutes, to be made available or disclosed. The Association or its authorized agent may charge a reasonable fee to the prospective purchaser or lienholder or the current parcel owner or member for providing good faith responses to requests for information by or on behalf of a prospective purchaser or lienholder, other than that required by law, if the fee does not exceed $150.00 plus the reasonable cost of photocopying and any attorney's fees incurred by the Association in connection with the response.

BOOKS AND PAPERS; FISCAL YEAR; MINUTES; BUDGETS; FINANCIAL REPORTS

The official records shall be maintained within the State of Florida and must be open to inspection and available for photocopying by any Association Member or the authorized agent(s) of such Member at all reasonable times and places within ten (10) business days after receipt of a written request for access. The Association may adopt reasonable written rules regarding the frequency, time, location, notice and manner of inspections and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying, but may not impose a requirement that a Unit Owner demonstrate any proper purpose for the inspection, state any reason for the inspection, or limit a Unit Owner's right to inspect records to less than one 8-hour business day per month. The Association may charge up to 50 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 vendor and may charge the actual cost of copying. If the Association has a photocopy machine available where the records are maintained, it must provide Unit Owners with copies on request during the inspection if the entire request is limited to no more than 25 pages. The Association shall maintain an adequate number of copies of the recorded Declaration, Articles, By-Laws and any rules to ensure their availability to Members and prospective Members and may charge only its actual costs for reproducing and furnishing these documents.

The fiscal year of the Association shall be the 12-month period commencing January 1st and terminating December 31st of each year.

Minutes of all meetings of the Members and of the Board must be maintained in written form or in another form that can be converted into written form within a reasonable time. The vote or abstention from voting on each matter voted upon for each director present at a Board meeting must be recorded in the minutes.

The Association shall prepare an annual budget reflecting, among other things, the estimated revenues and expenses for the budgeted year and the estimated surplus or deficit for

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the end of the current year. The budget must separately set out all fees or charges for recreational amenities, whether owned by the Association or another person. The Association shall provide each Member with a copy of the annual budget or a written notice advising that a copy of the budget is available upon request at no charge to the Member. The copy must be provided to the Member in accordance with the time limits set forth in Section 10.1 above.

Financial reports shall be prepared and delivered consistent with the requirements of Section 720.303 (6) and (7), Florida Statutes, as amended from time to time.

CONTRACTS

All contracts as further described in this section or any contract that is not to be fully performed within 1 year after the making thereof for the purchase, lease, or renting of materials or equipment to be used by the Association in accomplishing its purposes under this chapter or the governing documents and all contracts for the provision of services shall be in writing. If a contract for the purchase, lease, or renting of materials or equipment, or for the provision of services, requires payment by the Association that exceeds 10 percent of the total annual budget of the Association, including reserves, the Association must obtain competitive bids for the materials, equipment, or services. Nothing contained in this section shall be construed to require the Association to accept the lowest bid. Notwithstanding the foregoing, contracts with employees of the Association, and contracts for attorney, accountant, architect, community Association manager, engineering, and landscape architect services are not subject to the provisions of this section.

DISCLOSURE

Owners shall comply with the disclosure requirements set forth in Part II of Chapter 720, Florida Statutes.

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EXHIBIT "D"

WATER MANAGEMENT DISTRICT PERMIT

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Form #0941
08/95

SOUTH FLORIDA WATER MANAGEMENT DISTRICT
ENVIRONMENTAL RESOURCE
STANDARD PERMIT NO. 48-01424-S-02
DATE ISSUED:May 24, 2013

PERMITTEE: TAYLOR MORRISON OF FLORIDA INC
151 SOUTHHALL LANE STE 200
MAITLAND, FL 32751-7172

PROJECT DESCRIPTION: Modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve 47.46 acres of a residential project known as AIPO South Orange Properties Phase 1A.

PROJECT LOCATION: ORANGE COUNTY, SEC 18 TWP 24S RGE 30E

PERMIT DURATION: See Special Condition No:1. Pursuant to Rule 40E-4.321, Florida Administrative Code.

This is to notify you of the District's agency action concerning Notice of Intent for Permit Application No 130408-10, dated April 8, 2013. This action is taken pursuant to Rule 40E-1.603 and Chapter 40E-40 , Florida Administrative Code (F.A.C.).

Based on the information provided, District rules have been adhered to and an Environmental Resource Permit is in effect for this project subject to:

1. Not receiving a filed request for a Chapter 120, Florida Statutes, administrative hearing.
2. the attached 19 General Conditions (See Pages : 2 - 4 of 6),
3. the attached 17 Special Conditions (See Pages : 5 - 6 of 6) and
4. the attached 3 Exhibit(s)

Should you object to these conditions, please refer to the attached "Notice of Rights" which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have any questions concerning this matter. If we do not hear from you in accordance with the "Notice of Rights," we will assume that you concur with the District's action.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a "Notice of Rights" has been mailed to the Permittee (and the persons listed in the attached distribution list) no later than 5:00 p.m. on this 24th day of May, 2013, in accordance with Section 120.60(3), Florida Statutes.

BY:_____
Charles Walter, P.G.
Regulatory Administrator
Orlando Service Center

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GENERAL CONDITIONS

1. All activities authorized by this permit shall be implemented as set forth in the plans, specifications and performance criteria as approved by this permit. Any deviation from the permitted activity and the conditions for undertaking that activity shall constitute a violation of this permit and Part IV, Chapter 373, F.S.

2. This permit or a copy thereof, complete with all conditions, attachments, exhibits, and modifications shall be kept at the work site of the permitted activity. The complete permit shall be available for review at the work site upon request by District staff. The permittee shall require the contractor to review the complete permit prior to commencement of the activity authorized by this permit.

3. Activities approved by this permit shall be conducted in a manner which does not cause violations of State water quality standards. The permittee shall implement best management practices for erosion and pollution control to prevent violation of State water quality standards. Temporary erosion control shall be implemented prior to and during construction, and permanent control measures shall be completed within 7 days of any construction activity. Turbidity barriers shall be installed and maintained at all locations where the possibility of transferring suspended solids into the receiving waterbody exists due to the permitted work. Turbidity barriers shall remain in place at all locations until construction is completed and soils are stabilized and vegetation has been established. All practices shall be in accordance with the guidelines and specifications described in Chapter 6 of the Florida Land Development Manual; A Guide to Sound Land and Water Management (Department of Environmental Regulation, 1988), incorporated by reference in Rule 40E-4.091, F.A.C. unless a project-specific erosion and sediment control plan is approved as part of the permit. Thereafter the permittee shall be responsible for the removal of the barriers. The permittee shall correct any erosion or shoaling that causes adverse impacts to the water resources.

4. The permittee shall notify the District of the anticipated construction start date within 30 days of the date that this permit is issued. At least 48 hours prior to commencement of activity authorized by this permit, the permittee shall submit to the District an Environmental Resource Permit Construction Commencement Notice Form Number 0960 indicating the actual start date and the expected construction completion date.

5. When the duration of construction will exceed one year, the permittee shall submit construction status reports to the District on an annual basis utilizing an annual status report form. Status report forms shall be submitted the following June of each year.

6. Within 30 days after completion of construction of the permitted activity, the permitee shall submit a written statement of completion and certification by a professional engineer or other individual authorized by law, utilizing the supplied Environmental Resource/Surface Water Management Permit Construction Completion/Certification Form Number 0881A, or Environmental Resource/Surface Water Management Permit Construction Completion Certification - For Projects Permitted prior to October 3, 1995 Form No. 0881B, incorporated by reference in Rule 40E-1.659, F.A.C. The statement of completion and certification shall be based on onsite observation of construction or review of as-built drawings for the purpose of determining if the work was completed in compliance with permitted plans and specifications. This submittal shall serve to notify the District that the system is ready for inspection. Additionally, if deviation from the approved drawings are discovered during the certification process, the certification must be accompanied by a copy of the approved permit drawings with deviations noted. Both the original and revised specifications must be clearly shown. The plans must be clearly labeled as "as-built" or "record" drawings. All surveyed dimensions and elevations shall be certified by a registered surveyor.

7. The operation phase of this permit shall not become effective: until the permittee has complied with the requirements of condition (6) above, and submitted a request for conversion of Environmental Resource Permit from Construction Phase to Operation Phase, Form No. 0920; the District determines the system to

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GENERAL CONDITIONS

be in compliance with the permitted plans and specifications; and the entity approved by the District in accordance with Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, accepts responsibility for operation and maintenance of the system. The permit shall not be transferred to such approved operation and maintenance entity until the operation phase of the permit becomes effective. Following inspection and approval of the permitted system by the District, the permittee shall initiate transfer of the permit to the approved responsible operating entity if different from the permittee. Until the permit is transferred pursuant to Section 40E-1.6107, F.A.C., the permittee shall be liable for compliance with the terms of the permit.

8. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the initiation of the permitted use of site infrastructure located within the area served by that portion or phase of the system. Each phase or independent portion of the system must be completed in accordance with the permitted plans and permit conditions prior to transfer of responsibility for operation and maintenance of the phase or portion of the system to a local government or other responsible entity.

9. For those systems that will be operated or maintained by an entity that will require an easement or deed restriction in order to enable that entity to operate or maintain the system in conformance with this permit, such easement or deed restriction must be recorded in the public records and submitted to the District along with any other final operation and maintenance documents required by Sections 9.0 and 10.0 of the Basis of Review for Environmental Resource Permit applications within the South Florida Water Management District, prior to lot or units sales or prior to the completion of the system, whichever comes first. Other documents concerning the establishment and authority of the operating entity must be filed with the Secretary of State, county or municipal entities. Final operation and maintenance documents must be received by the District when maintenance and operation of the system is accepted by the local government entity. Failure to submit the appropriate final documents will result in the permittee remaining liable for carrying out maintenance and operation of the permitted system and any other permit conditions.

10. Should any other regulatory agency require changes to the permitted system, the permittee shall notify the District in writing of the changes prior to implementation so that a determination can be made whether a permit modification is required.

11. This permit does not eliminate the necessity to obtain any required federal, state, local and special district authorizations prior to the start of any activity approved by this permit. This permit does not convey to the permittee or create in the permittee any property right, or any interest in real property, nor does it authorize any entrance upon or activities on property which is not owned or controlled by the permittee, or convey any rights or privileges other than those specified in the permit and Chapter 40E-4 or Chapter 40E-40, F.A.C..

12. The permittee is hereby advised that Section 253.77, F.S. states that a person may not commence any excavation, construction, or other activity involving the use of sovereign or other lands of the State, the title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund without obtaining the required lease, license, easement, or other form of consent authorizing the proposed use. Therefore, the permittee is responsible for obtaining any necessary authorizations from the Board of Trustees prior to commencing activity on sovereignty lands or other state-owned lands.

13. The permittee must obtain a Water Use permit prior to construction dewatering, unless the work qualifies for a general permit pursuant to Subsection 40E-20.302(3), F.A.C., also known as the "No Notice" Rule.

14. The permittee shall hold and save the District harmless from any and all damages, claims, or liabilities

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GENERAL CONDITIONS

which may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any system authorized by the permit.

15. Any delineation of the extent of a wetland or other surface water submitted as part of the permit application, including plans or other supporting documentation, shall not be considered binding, unless a specific condition of this permit or a formal determination under Section 373.421(2), F.S., provides otherwise.

16. The permittee shall notify the District in writing within 30 days of any sale, conveyance, or other transfer of ownership or control of a permitted system or the real property on which the permitted system is located. All transfers of ownership or transfers of a permit are subject to the requirements of Rules 40E-1.6105 and 40E-1.6107, F.A.C.. The permittee transferring the permit shall remain liable for corrective actions that may be required as a result of any violations prior to the sale, conveyance or other transfer of the system.

17. Upon reasonable notice to the permittee, District authorized staff with proper identification shall have permission to enter, inspect, sample and test the system to insure conformity with the plans and specifications approved by the permit.

18. If historical or archaeological artifacts are discovered at any time on the project site, the permittee shall immediately notify the appropriate District service center.

19. The permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.

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SPECIAL CONDITIONS

1. The conceptual phase of this permit shall expire on May 24, 2018.
The construction phase of this permit shall expire on May 24, 2018.

2. Operation of the surface water management system shall be the responsibility of WOODLAND PARK HOMEOWNERS ASSOCIATION INC. Within one year of permit issuance or concurrent with the engineering certification of construction completion, whichever comes first, the permittee shall submit a copy of the recorded deed restrictions (or declaration of condominium, if applicable), a copy of the filed articles of incorporation, and a copy of the certificate of incorporation for the association.

3. Discharge Facilities:

Structure: SP-4
1-10' WIDE BROAD CRESTED weir with crest at elev. 83.9' NAVD 88.
1-6.9" dia. CIRCULAR ORIFICE with invert at elev. 82.5' NAVD 88.
Receiving body : Wetland 1
Control elev : 82.5 feet NAVD 88.

4. The permittee shall be responsible for the correction of any erosion, shoaling or water quality problems that result from the construction or operation of the surface water management system.

5. Measures shall be taken during construction to insure that sedimentation and/or turbidity violations do not occur in the receiving water.

6. The District reserves the right to require that additional water quality treatment methods be incorporated into the drainage system if such measures are shown to be necessary.

7. Lake side slopes shall be no steeper than 4:1 (horizontal:vertical) to a depth of two feet below the control elevation. Side slopes shall be nurtured or planted from 2 feet below to 1 foot above control elevation to insure vegetative growth, unless shown on the plans.

8. Facilities other than those stated herein shall not be constructed without an approved modification of this permit.

9. A stable, permanent and accessible elevation reference shall be established on or within one hundred (100) feet of all permitted discharge structures no later than the submission of the certification report. The location of the elevation reference must be noted on or with the certification report.

10. The permittee shall provide routine maintenance of all of the components of the surface water management system in order to remove all trapped sediments/debris. All materials shall be properly disposed of as required by law. Failure to properly maintain the system may result in adverse flooding conditions.

11. This permit is issued based on the applicant's submitted information which reasonably demonstrates that adverse water resource related impacts will not be caused by the completed permit activity. Should any adverse impacts caused by the completed surface water management system occur, the District will require the permittee to provide appropriate mitigation to the District or other impacted party. The District will require the permittee to modify the surface water management system, if necessary, to eliminate the cause of the adverse impacts.

12. The permittee acknowledges that, pursuant to Rule 40E-4.101(2), F.A.C., a notice of Environmental Resource or Surface Water Management Permit may be recorded in the county public records. Pursuant to the specific language of the rule, this notice shall not be considered an encumbrance upon the property.

13. If prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout

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SPECIAL CONDITIONS

canoes, or any other physical remains that could be associated with Native American cultures, or early colonial or American settlement are encountered at any time within the project site area, the permitted project should cease all activities involving subsurface disturbance in the immediate vicinity of such discoveries. The permittee, or other designee, should contact the Florida Department of State, Division of Historical Resources, Review and Compliance Section at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Project activities should not resume without verbal and/or written authorization from the Division of Historical Resources. In the event that unmarked human remains are encountered during permitted activities, all work shall stop immediately and the proper authorities notified in accordance with Section 872.05, Florida Statutes.

14. Minimum building floor elevation:
BASIN: 4 / SP-4 - 85.90 feet NAVD 88.
BASIN: 5 / SP-5 - 85.90 feet NAVD 88.
BASIN: 6 / SP-6 - 85.60 feet NAVD 88.

15. Minimum road crown elevation:
Basin: 4 / SP-4 - 84.50 feet NAVD 88.
Basin: 5 / SP-5 - 84.50 feet NAVD 88.
Basin: 6 / SP-6 - 84.50 feet NAVD 88.

16. The exhibits and special conditions in this permit apply only to this application. They do not supersede or delete any requirements for other applications covered in Permit No. 48-01424-S unless otherwise specified herein.

17. Prior to any future construction, the permittee shall apply for and receive a permit modification. As part of the permit application, the applicant for that phase shall provide documentation verifying that the proposed construction is consistent with the design of the master surface water management system, including the land use and site grading assumptions.

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NOTICE OF RIGHTS

As required by Sections 120.569(1), and 120.60(3), Fla. Stat., following is notice of the opportunities which may be available for administrative hearing or judicial review when the substantial interests of a party are determined by an agency. Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

RIGHT TO REQUEST ADMINISTRATIVE HEARING

A person whose substantial interests are or may be affected by the South Florida Water Management District's (SFWMD or District) action has the right to request an administrative hearing on that action pursuant to Sections 120.569 and 120.57, Fla. Stat. Persons seeking a hearing on a District decision which does or may determine their substantial interests shall file a petition for hearing with the District Clerk within 21 days of receipt of written notice of the decision, unless one of the following shorter time periods apply: 1) within 14 days of the notice of consolidated intent to grant or deny concurrently reviewed applications for environmental resource permits and use of sovereign submerged lands pursuant to Section 373.427, Fla. Stat.; or 2) within 14 days of service of an Administrative Order pursuant to Subsection 373.119(1), Fla. Stat. "Receipt of written notice of agency decision" means receipt of either written notice through mail, or electronic mail, or posting that the District has or intends to take final agency action, or publication of notice that the District has or intends to take final agency action. Any person who receives written notice of a SFWMD decision and fails to file a written request for hearing within the timeframe described above waives the right to request a hearing on that decision.

Filing Instructions

The Petition must be filed with the Office of the District Clerk of the SFWMD. Filings with the District Clerk may be made by mail, hand-delivery or facsimile. **Filings by e-mail will not be accepted.** Any person wishing to receive a clerked copy with the date and time stamped must provide an additional copy. A petition for administrative hearing is deemed filed upon receipt during normal business hours by the District Clerk at SFWMD headquarters in West Palm Beach, Florida. Any document received by the office of the SFWMD Clerk after 5:00 p.m. shall be filed as of 8:00 a.m. on the next regular business day. Additional filing instructions are as follows:

- Filings by mail must be addressed to the Office of the SFWMD Clerk, P.O. Box 24680, West Palm Beach, Florida 33416.
- Filings by hand-delivery must be delivered to the Office of the SFWMD Clerk. **Delivery of a petition to the SFWMD's security desk does not constitute filing. To ensure proper filing, it will be necessary to request the SFWMD's security officer to contact the Clerk's office.** An employee of the SFWMD's Clerk's office will receive and file the petition.
- Filings by facsimile must be transmitted to the SFWMD Clerk's Office at (561) 682-6010. Pursuant to Subsections 28-106.104(7), (8) and (9), Fla. Admin. Code, a party who files a document by facsimile represents that the original physically signed document will be retained by that party for the duration of that proceeding and of any subsequent appeal or subsequent proceeding in that cause. Any party who elects to file any document by facsimile shall be responsible for any delay, disruption, or interruption of the electronic signals and accepts the full risk that the document may not be properly filed with the clerk as a result. The filing date for a document filed by facsimile shall be the date the SFWMD Clerk receives the complete document.

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Initiation of an Administrative Hearing

Pursuant to Rules 28-106.201 and 28-106.301, Fla. Admin. Code, initiation of an administrative hearing shall be made by written petition to the SFWMD in legible form and on 8 and 1/2 by 11 inch white paper. All petitions shall contain:

1. Identification of the action being contested, including the permit number, application number, District file number or any other SFWMD identification number, if known.
2. The name, address and telephone number of the petitioner and petitioner's representative, if any.
3. An explanation of how the petitioner's substantial interests will be affected by the agency determination.
4. A statement of when and how the petitioner received notice of the SFWMD's decision.
5. A statement of all disputed issues of material fact. If there are none, the petition must so indicate.
6. A concise statement of the ultimate facts alleged, including the specific facts the petitioner contends warrant reversal or modification of the SFWMD's proposed action.
7. A statement of the specific rules or statutes the petitioner contends require reversal or modification of the SFWMD's proposed action.
8. If disputed issues of material fact exist, the statement must also include an explanation of how the alleged facts relate to the specific rules or statutes.
9. A statement of the relief sought by the petitioner, stating precisely the action the petitioner wishes the SFWMD to take with respect to the SFWMD's proposed action.

A person may file a request for an extension of time for filing a petition. The SFWMD may, for good cause, grant the request. Requests for extension of time must be filed with the SFWMD prior to the deadline for filing a petition for hearing. Such requests for extension shall contain a certificate that the moving party has consulted with all other parties concerning the extension and that the SFWMD and any other parties agree to or oppose the extension. A timely request for extension of time shall toll the running of the time period for filing a petition until the request is acted upon.

If the District takes action with substantially different impacts on water resources from the notice of intended agency decision, the persons who may be substantially affected shall have an additional point of entry pursuant to Rule 28-106.111, Fla. Admin. Code, unless otherwise provided by law.

Mediation

The procedures for pursuing mediation are set forth in Section 120.573, Fla. Stat., and Rules 28-106.111 and 28-106.401-.405, Fla. Admin. Code. The SFWMD is not proposing mediation for this agency action under Section 120.573, Fla. Stat., at this time.

RIGHT TO SEEK JUDICIAL REVIEW

Pursuant to Sections 120.60(3) and 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

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Last Date For Agency Action: June 7, 2013

STANDARD ENVIRONMENTAL RESOURCE PERMIT STAFF REPORT

Project Name: A I P O South Orange Properties Phase 1 A

Permit No.: 48-01424-S-02

Application No.: 130408-10

Application Type: Environmental Resource (General Permit Modification)

Location: Orange County, S18/T24S/R30E

Permittee : Taylor Morrison Of Florida Inc

Operating Entity : Woodland Park Homeowners Association Inc

Project Area: 47.46 acres

Project Land Use: Residential

Drainage Basin: BOGGY CREEK

Receiving Body: Boggy Creek via Existing Wetlands **Class:** CLASS III

Special Drainage District: NA

Mitigation Previously Permitted: Yes

Conservation Easement To District : No

Sovereign Submerged Lands: No

PROJECT PURPOSE:

Modification of an Environmental Resource Permit to authorize construction and operation of a surface water management system to serve 47.46 acres of a residential project known as AIPO South Orange Properties Phase 1A.

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PROJECT EVALUATION:

PROJECT SITE DESCRIPTION:

The site is located on the north side of Wetherbee Road, east of the Wetherbee Lakes development and west of Boggy Creek Road in Orange County.

There are permitted surface water management facilities within the project area that this application proposes to modify (Application No. 080327-5). The site contains undeveloped uplands and wetlands and the existing Pond SP-6 which was originally permitted for the construction of Wetherbee Road (Application No. 050518-27).

The site contains wetlands which were previously approved for impact and mitigation was provided through the mass grading permit, application no. 080327-5.

PROPOSED PROJECT:

Construction proposed consists of the modification to the previously-permitted surface water management system serving the improvements to A I P O South Orange Properties Phase 1 A.

The proposed improvements will consist of the construction of: 1) new construction of 72 single-family homes and two wet detention ponds, 2) relocation of the existing storm drain pipes from South Creek Middle School pond to Wetland W1, 3) redirection of storm water runoff from a portion of the west entrance of South Creek Middle School to the existing Pond SP-6 and 4) slight modifications to previously-permitted basin boundaries in Basins 4, 5 and 6.

The water management system will consist of inlets and culverts to collect and convey project runoff to one of three wet detention ponds (SP-4, SP-5 and SP-6) for the require water quality treatment and attenuation prior to discharge into Wetland 1. The project limits lie within the Boggy Creek Drainage Basin.

Water quality criteria consists of the greater of one inch of runoff over the basin area or 2.5 inches of runoff times the percent impervious coverage plus an additional 50 percent as a best management practice (excluding Basin 6 since this basin was previously permitted without additional 50 percent water quality as shown in Application No. 050518-27 - Wetherbee Road) and is provided in the design of the revised surface water management system. It should be noted that Basins 4 and 5 are interconnected; accordingly, the total shown in Basin 4 corresponds to Basins 4 and 5.

LAND USE:

Construction Project:

	This Phase	
Impervious	20.17	acres
Pervious	21.86	acres
Water Mgnt Acreage	5.43	acres
Total:	**47.46**	

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Basin : 4 / SP-4

	This Phase	
Impervious	5.83	acres
Pervious	5.72	acres
Water Mgnt Acreage	1.95	acres
Total:	**13.50**	

Basin : 5 / SP-5

	This Phase	
Impervious	11.72	acres
Pervious	10.87	acres
Water Mgnt Acreage	1.71	acres
Total:	**24.30**	

Basin : 6 / SP-6

	This Phase	
Impervious	2.62	acres
Pervious	5.27	acres
Water Mgnt Acreage	1.77	acres
Total:	**9.66**	

WATER QUANTITY :

Discharge Rate :

As shown in the table below, the proposed project discharge is within the allowable limit for the area. The rate identified below corresponds to a contributing drainage basin area of 101.21 acres discharging into Wetland 1 as previously permitted in Application No. 080327-5.

Discharge Storm Frequency : 25 YEAR-1 DAY Design Rainfall : 8.6 inches

Basin	Allow Disch (cfs)	Method Of Determination	Peak Disch (cfs)	Peak Stage (ft, NAVD 88)
4 / SP-4	72.49	Previously Permitted	70.39	84.9

Finished Floors :

As shown in the following table and the attached exhibits, minimum finished floor elevations have been set at or above the calculated design storm flood elevation.

Building Storm Frequency : 100 YEAR-3 DAY Design Rainfall : 14.4 inches

Basin	Peak Stage (ft, NAVD 88)	Proposed Min. Finished Floors (ft, NAVD 88)	FEMA Elevation (ft, NAVD 88)
4 / SP-4	85.9	85.9	N/A

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Basin	Peak Stage (ft, NAVD 88)	Proposed Min. Finished Floors (ft, NAVD 88)	FEMA Elevation (ft, NAVD 88)
5 / SP-5	85.9	85.9	N/A
6 / SP-6	85.6	85.6	N/A

Road Design :

As shown in the following table and the attached exhibits, minimum road center lines have been set at or above the calculated design storm flood elevation.

Road Storm Frequency : 10 YEAR-1 DAY Design Rainfall: 7 inches

Basin	Peak Stage (ft, NAVD 88)	Proposed Min. Road Crown (ft, NAVD 88)
4 / SP-4	84.5	84.5
5 / SP-5	84.5	84.5
6 / SP-6	84.2	84.5

Flood Plain/Compensating Storage:

Floodplain compensating storage is provided in the interconnected ponds, Ponds SP-4 and SP-5 to mitigate for all floodplain impacts.

Displaced Volume	Compensating Volume	100-Year Stage Elevation
.93 ac-ft	2.4 ac-ft	83.14 ft-NAVD 88

Control Elevation :

Basin	Area (Acres)	Ctrl Elev (ft, NAVD 88)	WSWT Ctrl Elev (ft, NAVD 88)	Method Of Determination
4 / SP-4	13.50	82.5	82.50	Previously Permitted
5 / SP-5	24.30	82.5	82.50	Previously Permitted
6 / SP-6	9.66	82.5	82.50	Previously Permitted

Receiving Body :

Basin	Str.#	Receiving Body
4 / Sp-4	SP-4	Wetland 1

Discharge Structures: Note: The units for all the elevation values of structures are (ft, NAVD 88)

Weirs:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Elev.
4 / SP-4	SP-4	1	Broad Crested	10'				83.9 (crest)

Water Quality Structures: Note: The units for all the elevation values of structures are (ft, NAVD 88)

Bleeders:

Basin	Str#	Count	Type	Width	Height	Length	Dia.	Invert Angle	Invert Elev.
4 / SP-4	SP-4	1	Circular Orifice				6.9"		82.5

WATER QUALITY :

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No adverse water quality impacts are anticipated as a result of the proposed project. Water quality criteria consists of the greater of one inch of runoff over the basin area or 2.5 inches of runoff times the percent impervious coverage plus an additional 50 percent as a best management practice (excluding Basin 6 since this basin was previously permitted without additional 50 percent water quality as shown in Application No. 050518-27) and is provided in the design of the revised surface water management system. It should be noted that Basins 4 and 5 are interconnected; accordingly, the total shown in Basin 4 corresponds to Basins 4 and 5.

Basin	Treatment Method			Vol Req.d (ac-ft)	Vol Prov'd
4 / SP-4	Treatment	Wet Detention	3.66 acres	4.73	5.45
6 / SP-6	Treatment	Wet Detention	1.77 acres	1.86	1.86

REFER TO THIS WETLAND SEC. FOR CONDITIONS

WETLANDS: OF THE MAINTENANCE AND MONITORING PRGRM.

The site contains wetlands which were previously approved for impact and mitigation was provided through the mass grading permit, application no. 080327-5. Mitigation for the proposed wetland impacts will be provided through the preservation of the remaining on-site wetlands and a conservation easement will be recorded prior to construction. Furthermore, a maintenance and monitoring program will be initiated once construction starts and in accordance with the special conditions and work schedule associated with the mass grading permit, application no. 080327-5.

CERTIFICATION AND MAINTENANCE OF THE WATER MANAGEMENT SYSTEM:

It is suggested that the permittee retain the services of a Professional Engineer registered in the State of Florida for periodic observation of construction of the surface water management (SWM) system. This will facilitate the completion of construction completion certification Form #0881 which is required pursuant to Section 10 of the Basis of Review for Environmental Resource Permit Applications within the South Florida Water Management District, and Rule 40E-4.361(2), Florida Administrative Code (F.A.C.).

Pursuant to Chapter 40E-4 F.A.C., this permit may not be converted from the construction phase to the operation phase until certification of the SWM system is submitted to and accepted by this District. Rule 40E-4.321(7) F.A.C. states that failure to complete construction of the SWM system and obtain operation phase approval from the District within the permit duration shall require a new permit authorization unless a permit extension is granted.

For SWM systems permitted with an operating entity who is different from the permittee, it should be noted that until the permit is transferred to the operating entity pursuant to Rule 40E-1.6107, F.A.C., the permittee is liable for compliance with the terms of this permit.

The permittee is advised that the efficiency of a SWM system will normally decrease over time unless the system is periodically maintained. A significant reduction in flow capacity can usually be attributed to partial blockages of the conveyance system. Once flow capacity is compromised, flooding of the project may result. Maintenance of the SWM system is required to protect the public health, safety and the natural resources of the state. Therefore, the permittee must have periodic inspections of the SWM system performed to ensure performance for flood protection and water quality purposes. If deficiencies are found, it is the responsibility of the permittee to correct these deficiencies in a timely manner.

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RELATED CONCERNS:

Water Use Permit Status:

The applicant has indicated that reuse water from Orange County Utilities will be used as a source for irrigation water for the project.

The applicant has indicated that dewatering is required for construction of this project. The permittee shall obtain a Water Use permit for dewatering prior to construction (See Special Conditions).

This permit does not release the permittee from obtaining all necessary Water Use authorization(s) prior to the commencement of activities which will require such authorization, including construction dewatering and irrigation.

CERP:

The proposed project is not located within or adjacent to a Comprehensive Everglades Restoration Project component.

Potable Water Supplier:

Orange County Utilities

Waste Water System/Supplier:

Orange County Utilities

Right-Of-Way Permit Status:

A District Right-of-Way Permit is not required for this project.

DRI Status:

This project is not a DRI.

Historical/Archeological Resources:

No information has been received that indicates the presence of archaeological or historical resources in the project area or indicating that the project will have any effect upon significant historic properties listed, or eligible for listing in the National Register of Historic Places.

DEO/CZM Consistency Review:

The issuance of this permit constitutes a finding of consistency with the Florida Coastal Management Program.

Third Party Interest:

No third party has contacted the District with concerns about this application.

Enforcement:

There has been no enforcement activity associated with this application.

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STAFF REVIEW:

DIVISION APPROVAL:

NATURAL RESOURCE MANAGEMENT:

Marc S. Ady

DATE: 5/23/13

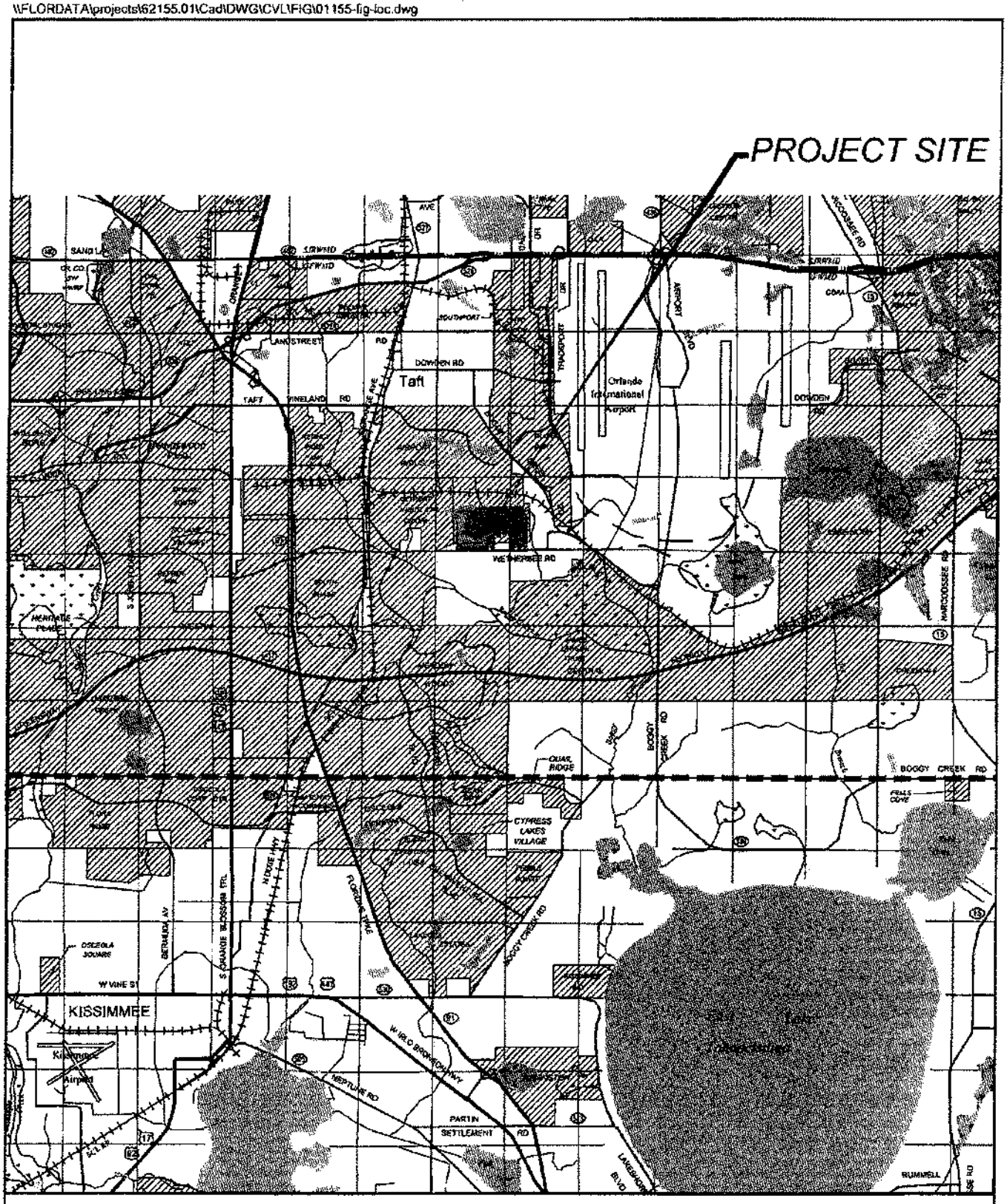
SURFACE WATER MANAGEMENT:

Mark S. Daron, P.E.

DATE: 5/23/13

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AIPO/South Orange Properties

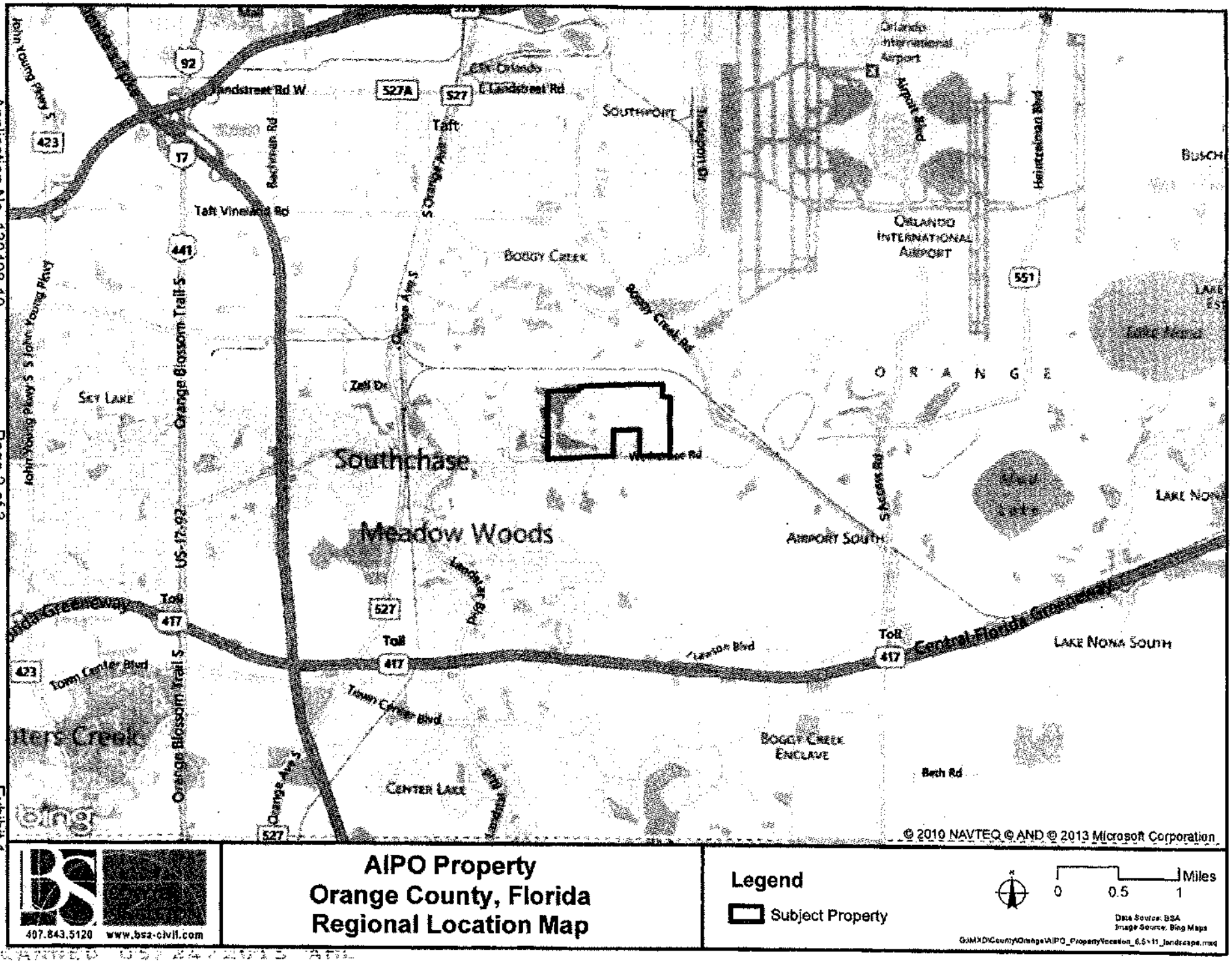
Figure A

Location Map

May 13, 2011

VHB MillerSellen
225 E. Robinson Street, Suite 300
Orlando, Florida 32801 | 407.839.4006

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BSA CIVIL
407.843.5120 www.bsa-civil.com

AIPO Property
Orange County, Florida
Regional Location Map

Legend

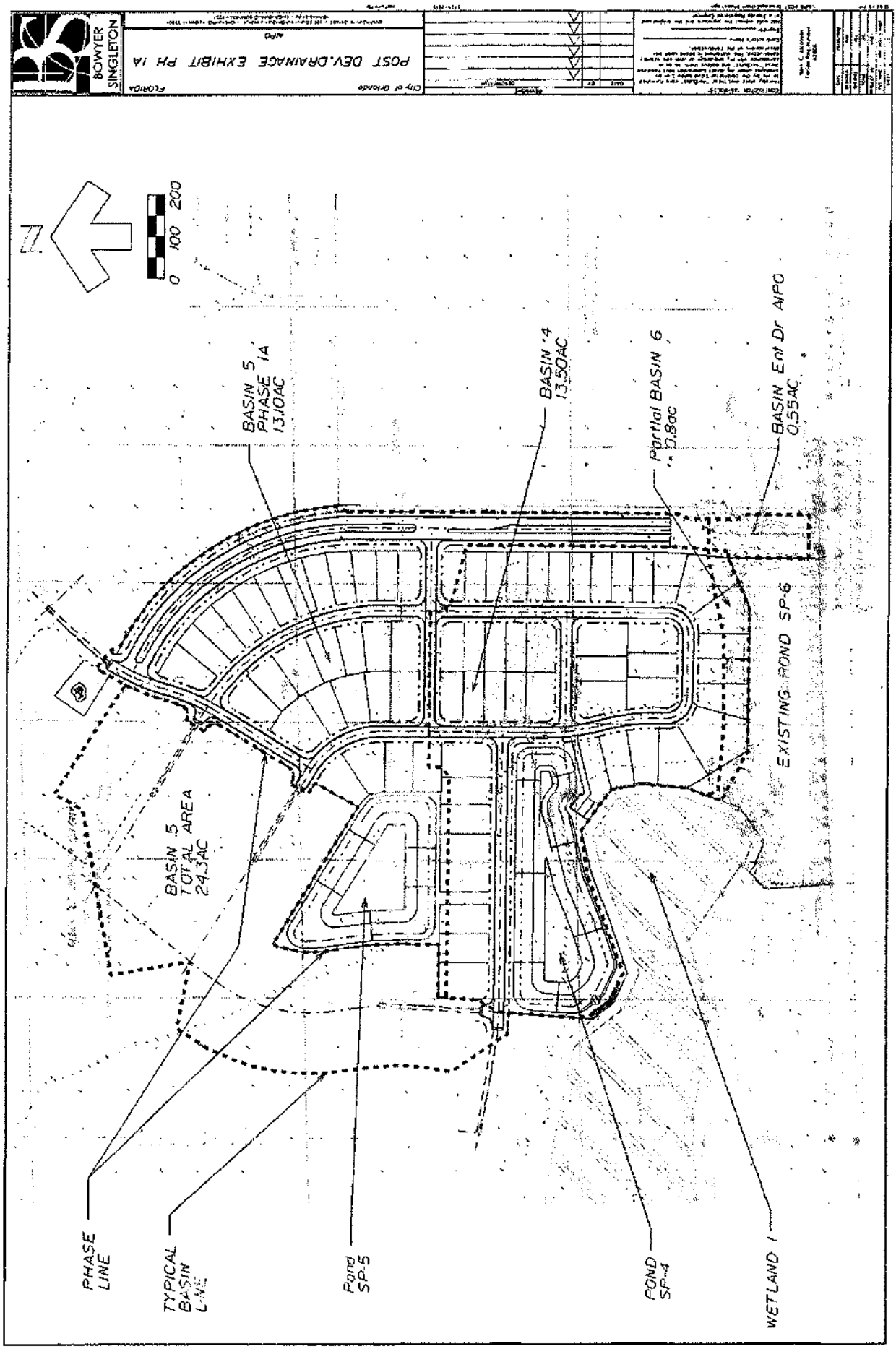
Subject Property

Miles
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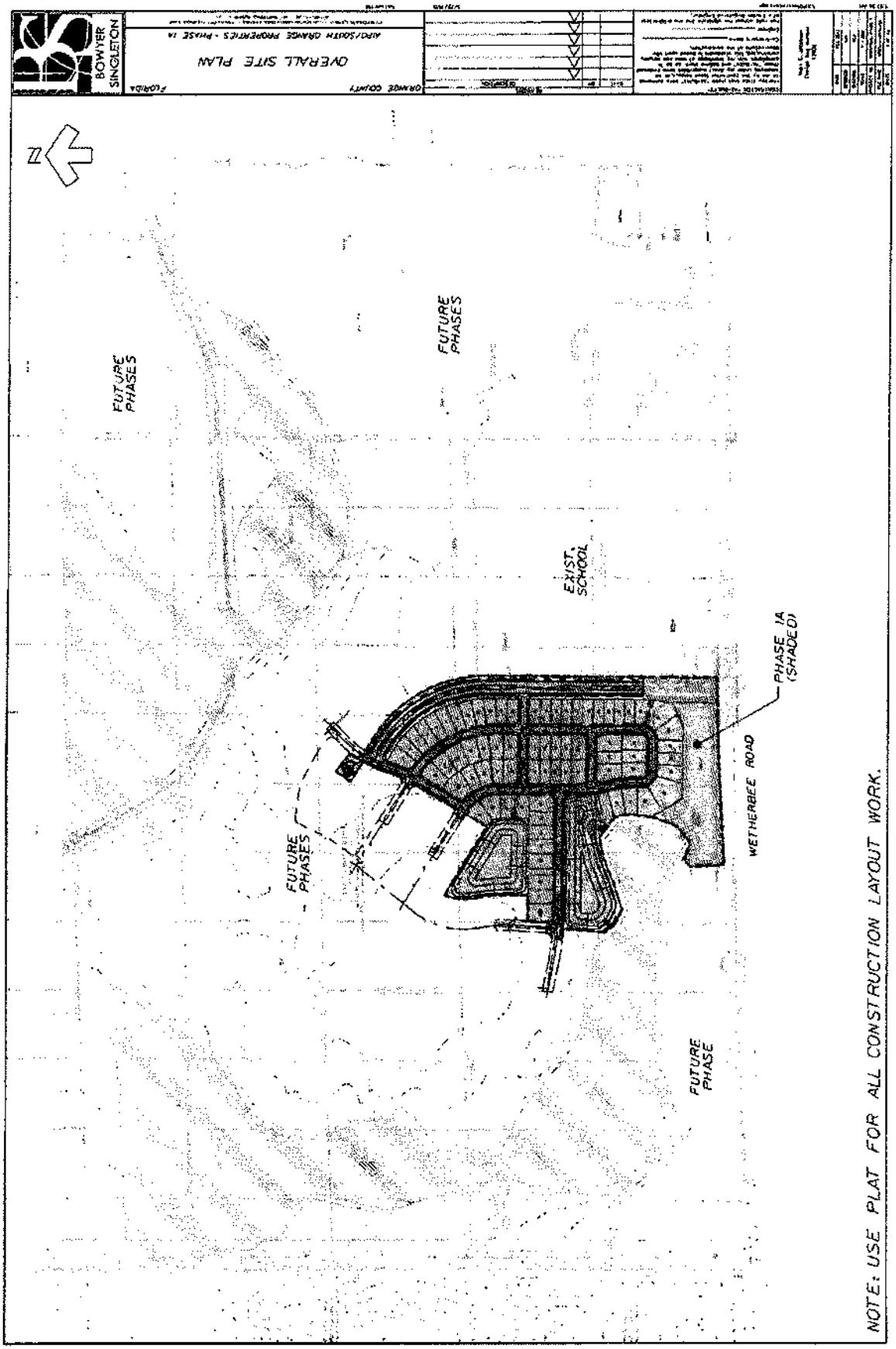
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Image Source: Bing Maps

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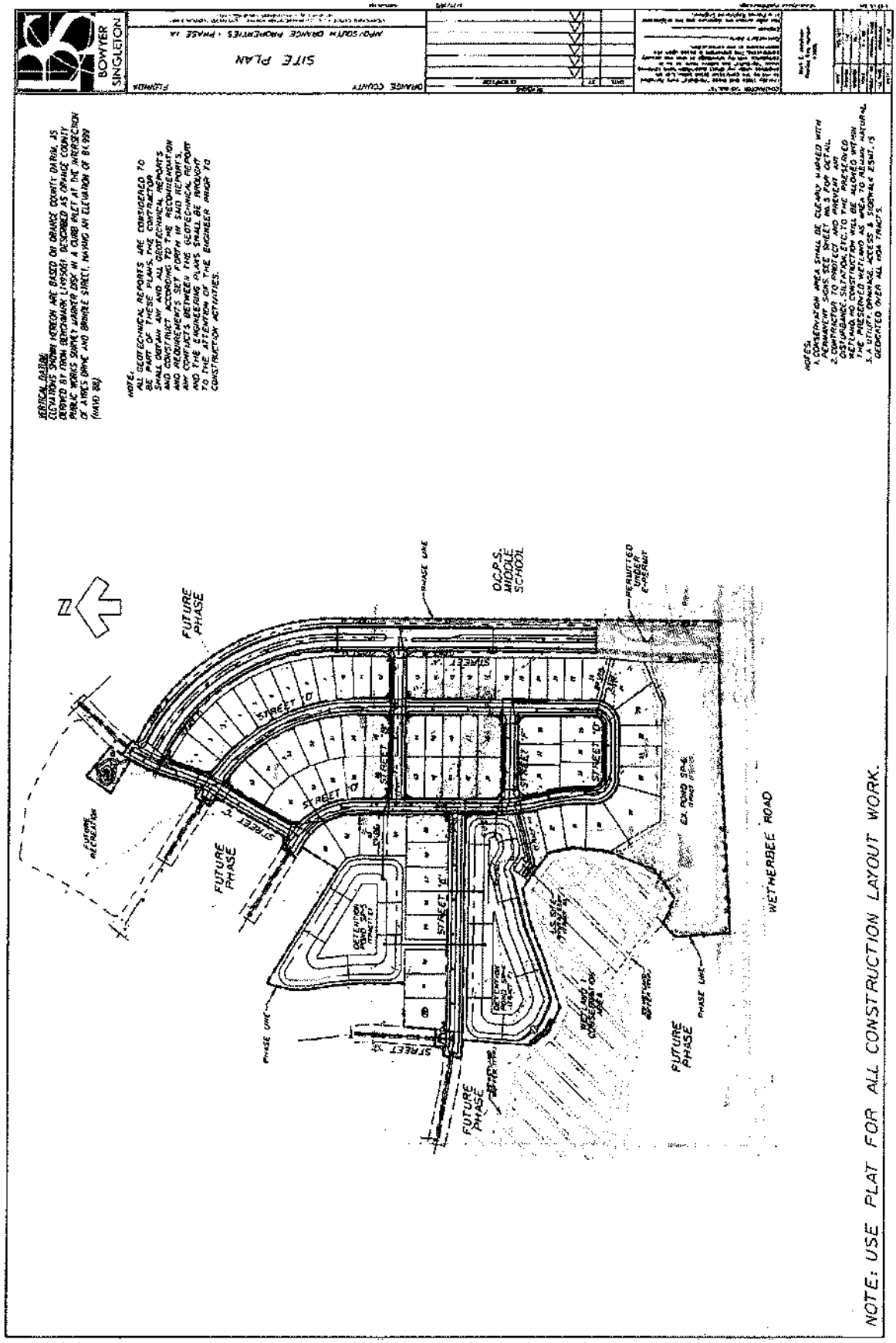
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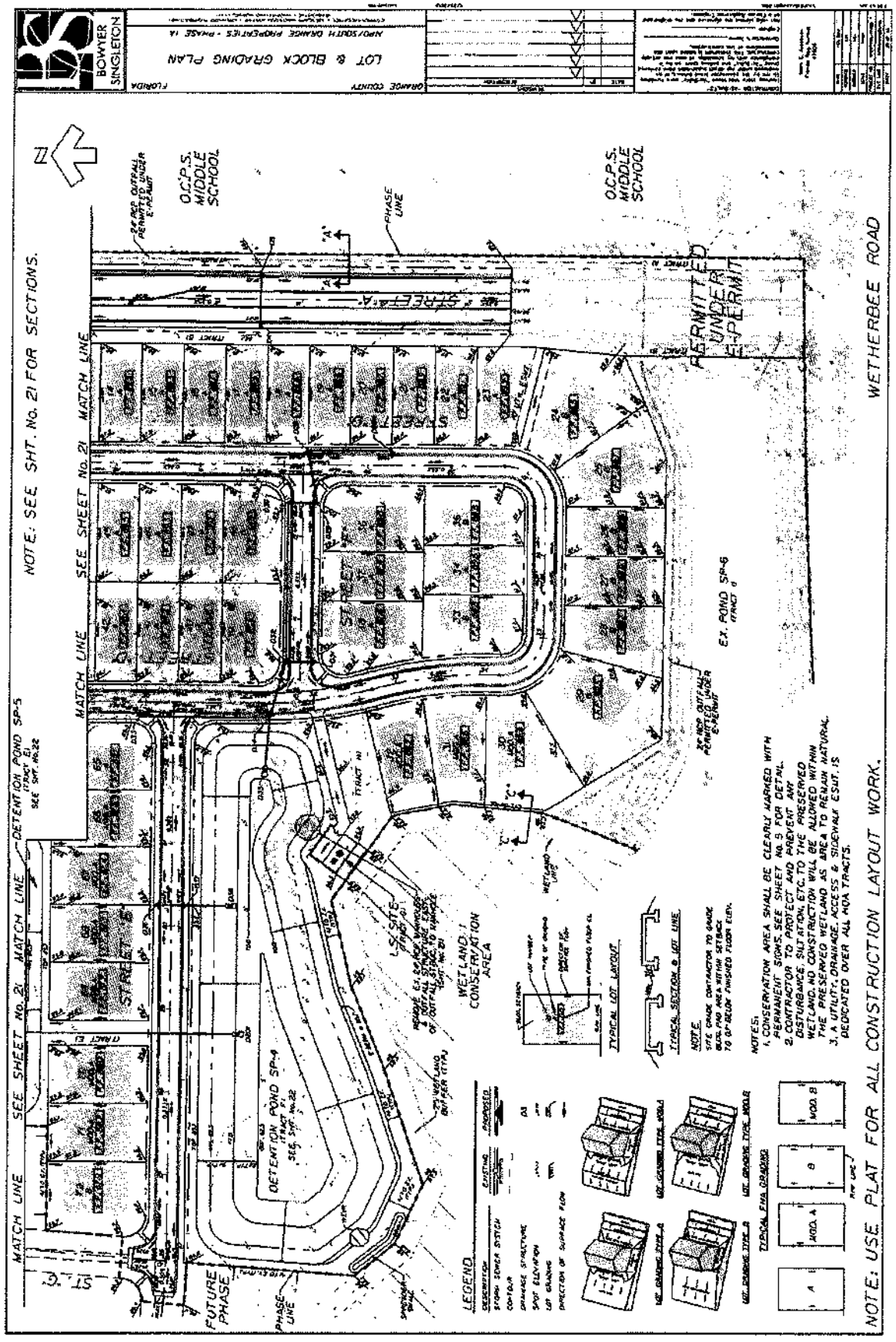
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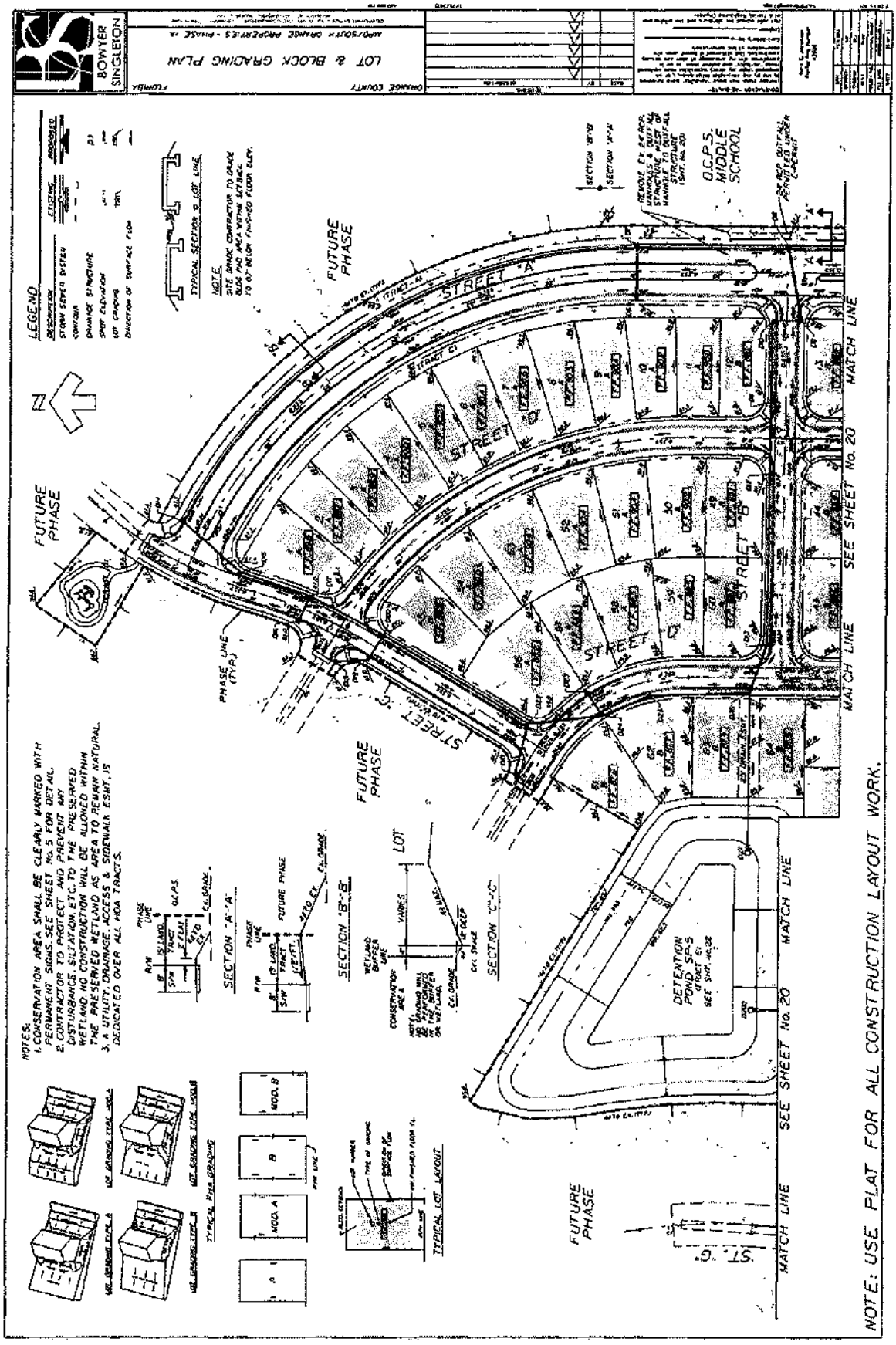
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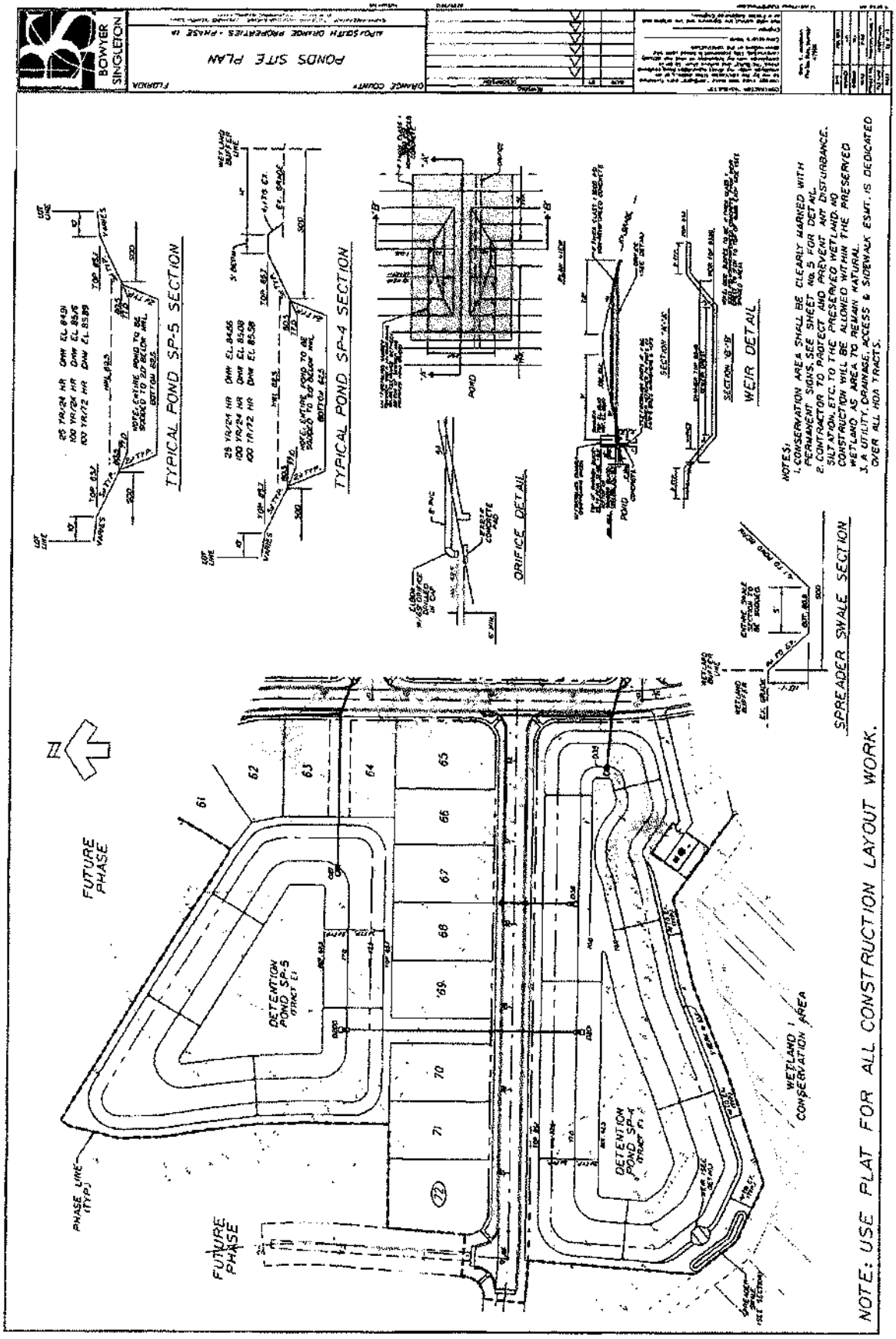
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TABLE 2
AIPO PROPERTY
WATER QUALITY DATA
WET DETENTION TREATMENT METHOD

5/1/2013

BASIN ID	RECEIVING NODE	TOTAL DRAINAGE AREA (Ac)	TOTAL IMPERVIOUS AREA (Ac)	PERVIOUS AREA (Ac)	WATER SURFACE AREA (Ac)	1.0" RUNOFF OVER BASIN (Ac-ft)	2.5" TIMES IMP. AREA (Ac-ft)	ADDITIONAL 50% WQ REQ'D (Ac-ft)	MIN REQ'D RETENTION VOLUME (Ac-ft)	RETENTION VOLUME PROVIDED (Ac-ft)
4	SP-4	13.50	5.83	5.72	1.95	1.13	0.73	0.56	1.69	
5	SP-5	24.30	11.72	10.87	1.71	2.03	1.55	1.01	3.04	
SP-4 & SP-5						3.15	2.28	1.58	4.73	5.45
6	SP-6	9.66	2.62	5.27	1.77	0.805	0.55	--	0.81	
Wetherbee Rd 2	SP-6	6.42	4.49	1.93	0.00	0.535	0.94	--	0.94	
Ent Dr AIPO	SP-6	0.55	0.39	0.00	0.00	0.05	0.08	0.04	0.12	
SP-6						1.39	1.56	0.04	1.86	1.78

Notes:
1. Pond SP-6 provides water quality treatment for Basin 6, Basin Wetherbee Rd 2, and Basin Entrance Drive for AIPO.

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TABLE 5
AIPO PROPERTY
CONTROL STRUCTURES

5/1/2013

CONTROL STRUCTURE ID	TYPE (DS-DROP STR) (BC-BROAD STR)	CIRCULAR BLEEDER ORIFICE		WEIR			DROP STRUCTURE		SKIMMER	
		INVERT ELEV. (Ft. NAVD)	DIA (in)	CREST ELEV. (Ft NAVD)	LENGTH (in)	RISE (in)	TYPE	TOP ELEV. (Ft NAVD)	TOP ELEV. (Ft NAVD)	BOTTOM ELEV. (Ft NAVD)
SP-4	BC	82.5	6.9	83.9	120		Trapezoidal weir with 4:1 side slopes		85.4	82.0

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TABLE 8
AIPO PROPERTY
CONTROL STRUCTURES

5/1/2013

DATUM: NAVD88

BASIN ID	NODE ID	CONTROL ELEVATION	10YR/24HR STAGE	25YR/24HR STAGE	100YR/24HR STAGE	100YR/72HR STAGE	MINIMUM ROAD ELEV	MINIMUM FFE
4	SP-4	82.5	84.5	84.9	85.1	85.6	84.5	86.1
5	SP-5	82.5	84.5	84.9	85.2	85.9	84.5	86.2
6	SP-6	82.5	84.2	84.4	84.7	85.6	84.5	85.7

NOTES:
1. Minimum roadway elevation set at the 10yr/24hr stage or two (2) feet above NCL, whichever is greater.
2. Minimum finished floor elevations set 1ft above 100yr/24hr peak stage or at the 100yr/72hr peak stage, whichever is greater.

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STAFF REPORT DISTRIBUTION LIST

A I P O SOUTH ORANGE PROPERTIES PHASE 1 A

Application No: 130408-10

Permit No: 48-01424-S-02

INTERNAL DISTRIBUTION

X Annette V. Burkett
X Jennifer Thomson
X Marc S. Ady
X Mark S. Daron, P.E.
X A. Lee
X ERC Engineering
X ERC Environmental

EXTERNAL DISTRIBUTION

X Permittee - Taylor Morrison Of Florida Inc
X Engr Consultant - Bowyer Singleton & Associates Inc

GOVERNMENT AGENCIES

X Div of Recreation and Park - District 6 - FDEP
X Orange County Engineer Public Works Division Dvlpmnt Engineering Dept.

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DOC# 20150160131 B: 10896 P: 8833
03/31/2015 10:04:06 AM Page 1 of 4
Rec Fee: $35.50
Martha O. Haynie, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



This Instrument Prepared by and after Recording return to:
Mark F. Grant, Esq.
Greenspoon Marder, P.A.
5150 North Tamiami Trail
Suite 502, Newgate Tower
Naples, FL 34103
(239) 659-1103

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SPACE ABOVE THIS LINE FOR PROCESSING DATA

SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK

This SUPPLEMENTAL DECLARATION TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK ("Supplemental Declaration") is made as of the 23rd day of February, 2015, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, of the Public Records of Orange County, Florida (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Section 1 of Articles III of the Declaration provides that Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and made a part hereof ("Additional Property") to the provisions of the Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Woodland Park as herein specifically provided.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a "Supplemental Declaration" as defined in the Declaration) and hereby declares that the Additional Property shall be deemed a portion of the "Property" under the Declaration and that the Additional Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Supplemental Declaration, as follows:

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1. The recitations herein set forth are true and correct and are incorporated herein by reference.

2. The definitions provided in the Declaration are incorporated herein by reference.

3. The Additional Property described on Exhibit "A" to this Supplemental Declaration is hereby designated a part of Woodland Park and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration.

4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.

5. Maintenance of the Lots and Homes. Each Owner of a Lot situated upon the Additional Property shall maintain his or her Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in accordance with Section 2 of Article IX of the Declaration. If the Owner fails to perform his or her maintenance responsibilities in a manner consistent with the Declaration, then the Board shall have the power to assess costs against the Owner of a Lot as a Benefit Assessment pursuant to the provisions of Section 4 of Article VII of the Declaration.

In addition, no "construction," which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with VIII of the Declaration, until the requirements contained therein have been fully met, and until the written approval of the Architectural Control Committee is obtained.

6. Designation and Maintenance of Association Property. Tracts J and M (Open Space), Tract II (Wetland 1), Tract KK (Wetland 1) and all Wall Easements as shown on the Plat of Woodland Park Phase 2, recorded in Plat Book 84, Pages 113 through 117, of the Public Records of Orange County, Florida, are hereby declared to be Association Property. Maintenance of the Association Property shall be by the Association, as provided in Section 1 of Article IX of the Declaration. All costs of maintenance pursuant to this Paragraph shall be assessed against all Lots in Woodland Park as an Operating Expense pursuant to the provisions of Articles VI and VII of the Declaration and shall be subject to the lien of the Association pursuant to Section 2 of Article VI of the Declaration.

7. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Supplemental Declaration shall control. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the

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provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of the Declaration shall control.

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

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

Julia A Sheppard
Signature
JULIA A Sheppard
Printed Name

Signature
JUSTIN Campbell
Printed Name

By: Chris Tyree
Printed Name: Chris Tyree
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Chris Tyree, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 23rd day of February, 2015.

My Commission Expires: 2/10/2017

Julia A Sheppard
Notary Public
JULIA A. Sheppard
Typed, printed or stamped name of Notary Public

JULIA A. SHEPPERD
Notary Public - State of Florida
My Comm. Expires Feb 10, 2017
Commission # EE 872978

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EXHIBIT "A"
LEGAL DESCRIPTION

ALL PROPERTY SHOWN ON THE PLAT OF WOODLAND PARK PHASE 2, RECORDED IN PLAT BOOK 84, PAGES 113 THROUGH 117, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS ANY PROPERTY DEDICATED TO THE COUNTY AND THE PUBLIC THEREON.

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Return to: (enclose self-addressed stamped envelope)

Name:
Angela Tompkins, Paralegal

Address:
Greenspoon Marder, P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:
Mark F. Grant, Esq.
Greenspoon Marder, P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

DOC # 20160485407
09/14/2016 15:01 PM Page 1 of 3
Rec Fee: $27.00
Deed Doc Tax: $0.00
Mortgage Doc Tax: $0.00
Intangible Tax: $0.00
Martha O. Haynie, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

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FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK

THIS FIRST AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK ("First Amendment") is made this 12th day of September, 2016, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, of the Public Records of Orange County, Florida, as amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant is desirous of amending the Declaration; and

WHEREAS, Section 8 of Article XIII of the Declaration provides that until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do no materially impair the common plan of development of Woodland Park; and

WHEREAS, as of the date of this First Amendment, the Turnover Date has not occurred; and

WHEREAS, the amendment contained herein does not materially impair the common plan of development of Woodland Park.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

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2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. Article II of the Declaration is hereby amended to add a new Section 11 as follows:

Section 11. ANIMAL, REPTILE AND WILDLIFE HAZARDS.

Florida's natural areas, which include Conservation Areas, Conservation Easement Property, Wetland Preservation Areas and Lakes, provide habitat for many wild animals and reptiles, including possible bears, poisonous snakes and alligators. Animals can be upset by human presence and unexpectedly become aggressive or harmed by efforts to avoid you. Always keep your distance and avoid interaction with all wildlife.

All Owners, and their family members, guests, invitees and lessees, should always follow the suggestions listed below to assist in human protection from a potentially unpleasant experience as well as the protection of our wildlife:

(a) Any wild animal can be dangerous. Always be cautious and observant.

(b) Do not feed the wildlife. Food meant for human consumption can harm an animal. Animals that get food from humans may become aggressive.

(c) Help keep wildlife "wild" by keeping your distance. Move away from animals without disturbing them and do not block an animal's path.

(d) Photograph and observe wildlife from a safe distance, by using binoculars, spotting scopes or telephoto lenses.

(e) If an animal or reptile approaches you, move away and maintain a safe distance.

(f) Do not walk pets within or near any natural area, or near any bodies of water.

(g) Keep young children at a safe distance from natural areas and bodies of water.

(Words ~~struck through~~ are deleted; words **bold and double-underline** are added)

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4. This First Amendment shall become effective upon recording amongst the Public Records of Orange County, Florida.

5. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

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

Witnesses:

Julia A. Sheppard
Signature
Julia A. Sheppard
Printed Name

Connie Jackson
Signature
Connie Jackson
Printed Name

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

By: Chris Tyree
Printed Name: Chris Tyree
Title: Vice President

STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Chris Tyree, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in them by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 12th day of September, 2016.

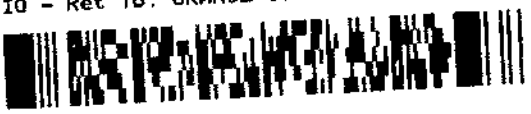
Julia A. Sheppard
Notary Public, State of Florida at Large
Julia A. Sheppard
Typed, Printed or Stamped Name of Notary Public

My Commission Expires: Feb. 10, 2017

JULIA A. SHEPPERD
Notary Public - State of Florida
My Comm. Expires Feb 10, 2017
Commission # EE 872978

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DOC# 20170277897
05/18/2017 10:11:42 AM Page 1 of 4
Rec Fee: $35.50
Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



Return to: (enclose self-addressed stamped envelope)

Name:
Angela Tompkins, Paralegal

Address:
Greenspoon Marder, P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:
Mark F. Grant, Esq.
Greenspoon Marder, P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

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SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK

THIS SECOND AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK ("Second Amendment") is made this 10th day of May, 2017, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, of the Public Records of Orange County, Florida, as amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant is desirous of amending the Declaration; and

WHEREAS, Section 8 of Article XIII of the Declaration provides that until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do no materially impair the common plan of development of Woodland Park; and

WHEREAS, as of the date of this Second Amendment, the Turnover Date has not occurred; and

WHEREAS, the amendment contained herein does not materially impair the common plan of development of Woodland Park.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

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2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. Article I, Section 8 of the Declaration is hereby deleted in its entirety and replaced with the following:

> Section 8. "ASSOCIATION PROPERTY" or "COMMON AREA" shall mean such portions of the Property which are not included in any Lot, except those areas dedicated to the public by the Plat or Additional Plat, if any, and which are or shall be owned or maintained by the Association, as set forth in this Declaration and/or the Plat or Additional Plat, if any, together with landscaping, personal property and any other Improvements thereon, including, without limitation, all of the following if and to the extent located thereon, all structures, gatehouses, if any, and other entranceways, parks, open spaces, bike paths, sidewalks, irrigation facilities, perimeter fences and walls, entry or other lighting, entrance features, buffer tracts, monument walls, monument signs, site walls, retaining walls, fountains, littoral plantings, and decorative street signs, if any, but specifically excluding any public utility installations thereon, and all portions of any "Community Systems" (as hereinafter defined) not made Association Property pursuant to Article II, Section 11 hereof, and any other property of Declarant not intended to be made Association Property. "Association Property" shall also include such portions of the Property as are declared to be Association Property in any Supplemental Declaration, less whatever portions of the Property are declared to be withdrawn from the provisions of this Declaration in any Supplemental Declaration. All references to Association Property herein shall also mean and refer to the Common Areas as described on the Plat or Additional Plat(s).

4. Article X, Section 5 of the Declaration is hereby deleted in its entirety and replaced with the following:

> Section 5. PARKING AND VEHICULAR RESTRICTIONS. No Owner shall keep any vehicle on any Lot which is deemed to be a nuisance by the Board. No Owner shall conduct repairs taking more than twenty-four (24) hours (except in an emergency or except within the garage of the Home with the garage door closed) or restorations of any motor vehicle, boat, trailer, or other vehicle upon any Lot. No commercial vehicle (excluding all police, fire and other public safety vehicles), trailer, recreational vehicle, boat or boat trailer may be parked or stored on the Property except in the garage of a Home located upon a Lot. No bus or tractor-trailer or any other truck larger than a full-size pickup truck may be parked on the Property, except temporarily as in the case of a moving van or other such vehicle necessary to provide service to an Owner and with the exception of any vehicles necessary for any construction activity being performed by or on behalf of Declarant. Motor homes are permitted to be parked in an Owner's driveway for a period not to exceed two (2) days.

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All powered vehicles capable of exceeding 5 miles per hour are prohibited from use on the Woodland property unless they are licensed, registered, and insured. Specifically, any motorcycle, moped, or motorized scooter used in Woodland Park may only be driven by a licensed driver, and must be registered and insured in accordance with Florida law. Specifically exempted from this regulation are electric personal assistive mobility devices as defined under Florida Statute, Section 316.003(83); and any other bona-fide "assistive technology devices" as defined in Florida Statute, Section 427.802(1); and any special mobile equipment as defined under Florida Statute, Section 316.003(48) provided that such equipment may not be operated in a manner that creates a traffic hazard, or which poses a threat of harm to the user of such equipment.

5. Article II of the Declaration is hereby amended to add a new Section 12 to read as follows:

Section 12. CONSERVATION AREAS. No alteration or encroachment of the platted conservation areas shall occur unless approved by Orange County.

6. This Second Amendment shall become effective upon recording amongst the Public Records of Orange County, Florida.

7. As modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

(Signature page follows)

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

Witnesses:

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

Signature

By: _____
Nicholas Gluckman,
Vice President, Land Development

Printed Name

Signature

(CORPORATE SEAL)

Printed Name

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Nicholas Gluckman, as Vice President, Land Development, of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of May, 2017.

My Commission Expires: Feb 10 2021

Notary Public

Typed, printed or stamped name of Notary Public

Notary Public State of Florida
Julia Ann Shepperd
My Commission GG 089352
Expires 02/10/2021

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DOC# 20170277896
05/18/2017 10:11:42 AM Page 1 of 4
Rec Fee: $35.50
Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



This Instrument Prepared by and after Recording return to:
Mark F. Grant, Esq.
Greenspoon Marder, P.A.
5150 North Tamiami Trail
Suite 502, Newgate Tower
Naples, FL 34103
(239) 659-1103

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SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK (PHASE 3)

This SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK (PHASE 3) ("Supplemental Declaration") is made as of the 4th day of May, 2017, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, as amended and supplemented by Supplemental Declaration recorded in Official Records Book 10896, Page 8833, First Amendment recorded as Official Records Instrument #20160485407, all of the Public Records of Orange County, Florida, as the same may be further amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Section 1 of Articles III of the Declaration provides that Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and made a part hereof ("Additional Property") to the provisions of the Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Woodland Park as herein specifically provided.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a "Supplemental Declaration" as defined in the Declaration) and hereby declares that the Additional Property shall be deemed a portion of the "Property" under the Declaration and that the Additional Property shall be owned, held, used, transferred, sold, conveyed,

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demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.

2. The definitions provided in the Declaration are incorporated herein by reference.

3. The Additional Property described on Exhibit "A" to this Supplemental Declaration is hereby designated a part of Woodland Park and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration.

4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.

5. Maintenance of the Lots and Homes. Each Owner of a Lot situated upon the Additional Property shall maintain his or her Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in accordance with Section 2 of Article IX of the Declaration. If the Owner fails to perform his or her maintenance responsibilities in a manner consistent with the Declaration, then the Board shall have the power to assess costs against the Owner of a Lot as a Benefited Assessment pursuant to the provisions of Section 4 of Article VII of the Declaration.

In addition, no "construction," which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with VIII of the Declaration, until the requirements contained therein have been fully met, and until the written approval of the Architectural Control Committee is obtained.

6. Designation and Maintenance of Association Property/Common Area. Tract N (Open Space/Park) and Tract III (Wetland 1), Tract LL (Wetland II), all Private Drainage Easements, and the ditches located within Tracts O and LL, with emergency access rights granted to Orange County over the Property to access same, as shown on the Plat of Woodland Park Phase 3, recorded in Plat Book 92, Pages 67 through 71, of the Public Records of Orange County, Florida, are hereby declared to be Association Property/Common Area. Maintenance of the Association Property/Common Area shall be by the Association, as provided in Section 1 of Article IX of the Declaration. No clearing, grading, construction, alteration or encroachment of the platted conservation areas/wetlands shall occur unless approved by Orange County. All costs of maintenance pursuant to this Paragraph shall be assessed against all Lots in Woodland Park as an Operating Expense pursuant to the provisions of Articles VI and VII of the Declaration and shall be subject to the lien of the Association pursuant to Section 2 of Article VI of the Declaration.

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7. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Supplemental Declaration shall control. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of the Declaration shall control.

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

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

Signature
George Nesov
Printed Name
Signature
Printed Name

By: P. Brian Dalrymple
Printed Name: P. Brian Dalrymple
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by P. Brian Dalrymple, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of May, 2017.

My Commission Expires: Feb. 10, 2021

Notary Public
Julia A. Shepperd
Typed, printed or stamped name of Notary Public

Notary Public State of Florida
Julia Ann Shepperd
My Commission GG 069352
Expires 02/10/2021

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EXHIBIT "A"
LEGAL DESCRIPTION

ALL PROPERTY SHOWN ON THE PLAT OF WOODLAND PARK PHASE 3, RECORDED IN PLAT BOOK 92, PAGES 61 THROUGH 76 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS TRACT ZZ, AND LESS ANY PROPERTY DEDICATED TO THE COUNTY AND THE PUBLIC THEREON.

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DOC# 20180051841
01/25/2018 01:46:35 PM Page 1 of 4
Rec Fee: $35.50
Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



This Instrument Prepared by and after Recording return to:
Mark F. Grant, Esq.
Greenspoon Marder, P.A.
5150 North Tamiami Trail
Suite 502, Newgate Tower
Naples, FL 34103
(239) 659-1103

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SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK (PHASE 4)

This SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK (PHASE 4) ("Supplemental Declaration") is made as of the 19th day of December, 2017, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, as amended and supplemented by Supplemental Declaration recorded in Official Records Book 10896, Page 8833, First Amendment recorded as Official Records Instrument #20160485407, Supplemental Declaration recorded as Official Records Instrument #20170277896, Second Amendment recorded as Official Records Instrument #20170277897, all of the Public Records of Orange County, Florida, as the same may be further amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Section 1 of Article III of the Declaration provides that Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and made a part hereof ("Additional Property") to the provisions of the Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Woodland Park as herein specifically provided.

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NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a "Supplemental Declaration" as defined in the Declaration) and hereby declares that the Additional Property shall be deemed a portion of the "Property" under the Declaration and that the Additional Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.

2. The definitions provided in the Declaration are incorporated herein by reference.

3. The Additional Property described on Exhibit "A" to this Supplemental Declaration is hereby designated a part of Woodland Park and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration.

4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.

5. Maintenance of the Lots and Homes. Each Owner of a Lot situated upon the Additional Property shall maintain his or her Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in accordance with Section 2 of Article IX of the Declaration. If the Owner fails to perform his or her maintenance responsibilities in a manner consistent with the Declaration, then the Board shall have the power to assess costs against the Owner of a Lot as a Benefited Assessment pursuant to the provisions of Section 4 of Article VII of the Declaration.

In addition, no "construction," which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with VIII of the Declaration, until the requirements contained therein have been fully met, and until the written approval of the Architectural Control Committee is obtained.

6. Designation and Maintenance of Association Property/Common Area. Tract L (Open Space/Park), Tracts MM and NN (Conservation), and all Private Drainage Easements with emergency access rights granted to Orange County over the Property to access same, as shown on the Plat of Woodland Park Phase 4, recorded in Plat Book 94, Pages 127 through 130, of the Public Records of Orange County, Florida, are hereby declared to be Association Property/Common Area. Maintenance of the Association Property/Common Area shall be by the Association, as provided in Section 1 of Article IX of the Declaration. No clearing, grading, construction or alteration of the platted wetlands shall occur unless approved by Orange County, Florida and/or all other applicable agencies. All costs of maintenance pursuant to this Paragraph shall be assessed

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against all Lots in Woodland Park as an Operating Expense pursuant to the provisions of Articles VI and VII of the Declaration and shall be subject to the lien of the Association pursuant to Section 2 of Article VI of the Declaration.

7. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Supplemental Declaration shall control. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of the Declaration shall control.

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

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

Cindy Adams
Signature
Cindy Adams
Printed Name

Julia Sheppard
Signature
Julia A Sheppard
Printed Name

By: Nicholas Gluckman
Printed Name: Nicholas Gluckman
Its: Vice President

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Nicholas Gluckman, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 19th day of December, 2017.

My Commission Expires:
Feb. 10, 2021

Julia A Sheppard
Notary Public
Julia A Sheppard
Typed, printed or stamped name of Notary Public

Notary Public State of Florida
Julia Ann Sheppard
My Commission GG 069352
Expires 02/10/2021

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EXHIBIT "A"
LEGAL DESCRIPTION

ALL PROPERTY SHOWN ON THE PLAT OF WOODLAND PARK PHASE 4, RECORDED IN PLAT BOOK 94, PAGES 121 THROUGH 122 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS ANY PROPERTY DEDICATED TO THE COUNTY AND THE PUBLIC THEREON.

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03/29/2019 11:20:12 AM Page 1 of 4
Rec Fee: $35.50
Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



This Instrument Prepared by and after Recording return to:
Mark F. Grant, Esq.
Greenspoon Marder LLP
5150 North Tamiami Trail
Suite 502, Newgate Tower
Naples, FL 34103
(239) 659-1103

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SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK (PHASE 5)

This SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK (PHASE 5) ("Supplemental Declaration") is made as of the 26th day of March, 2019, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, of the Public Records of Orange County, Florida, as the same may be amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Section 1 of Article III of the Declaration provides that Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and made a part hereof ("Additional Property") to the provisions of the Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Woodland Park as herein specifically provided.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a "Supplemental Declaration" as defined in the Declaration) and hereby declares that the Additional Property shall be deemed a portion of the "Property" under the Declaration and that the Additional Property shall be owned, held, used, transferred, sold, conveyed,

demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.

2. The definitions provided in the Declaration are incorporated herein by reference.

3. The Additional Property described on Exhibit "A" to this Supplemental Declaration is hereby designated a part of Woodland Park and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration.

4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.

5. Maintenance of the Lots and Homes. Each Owner of a Lot situated upon the Additional Property shall maintain his or her Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in accordance with Section 2 of Article IX of the Declaration. If the Owner fails to perform his or her maintenance responsibilities in a manner consistent with the Declaration, then the Board shall have the power to assess costs against the Owner of a Lot as a Benefited Assessment pursuant to the provisions of Section 4 of Article VII of the Declaration.

In addition, no "construction," which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with VIII of the Declaration, until the requirements contained therein have been fully met, and until the written approval of the Architectural Control Committee is obtained.

6. Designation and Maintenance of Association Property/Common Area. Tracts OS-6 and OS-7 (Open Space), Tract CA-1 (Wetland) with development rights granted to the County over the Property to access same, as shown on the Plat of Woodland Park Phase 5 described in Exhibit "A" attached hereto, are hereby declared to be Association Property/Common Area. Maintenance of the Association Property/Common Area shall be by the Association, as provided in Section 1 of Article IX of the Declaration. No clearing, grading, construction or alteration of the platted wetlands shall occur unless approved by Orange County, Florida and/or all other applicable agencies. The Association will enter into a Use Agreement with the County to allow the Association to maintain Tract SP-1 (Detention Pond), which is owned by the County, for aesthetic purposes. All costs of maintenance pursuant to this Paragraph shall be assessed against all Lots in Woodland Park as an Operating Expense pursuant to the provisions of Articles VI and VII of the Declaration and shall be subject to the lien of the Association pursuant to Section 2 of Article VI of the Declaration.

7. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Supplemental Declaration shall control. Except as otherwise specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of the Declaration shall control.

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

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

Julia A. Aragona
Signature
Julia A. Aragona
Printed Name

By: _____
Printed Name: Nicholas Gluckman
Its: Vice President

Esperanza Maxon
Signature
Esperanza Maxon
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Nicholas Gluckman, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of March, 2019.

My Commission Expires: Feb. 10, 2021

Julia A Aragona
Notary Public
Julia A. Aragona
Typed, printed or stamped name of Notary Public

Notary Public State of Florida
Julia A Aragona
My Commission GG 257903
Expires 02/10/2021

EXHIBIT "A"
LEGAL DESCRIPTION

ALL PROPERTY SHOWN ON THE PLAT OF WOODLAND PARK PHASE 5, RECORDED IN PLAT BOOK 98, PAGES 106 THROUGH 111, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS ANY PROPERTY DEDICATED TO THE COUNTY AND THE PUBLIC THEREON.

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05/02/2019 15:33 PM Page 1 of 5
Rec Fee: $44.00
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Intangible Tax: $0.00
Phil Diamond, Comptroller
Orange County, FL
Ret To: SIMPLIFILE LC

Return to: (enclose self-addressed stamped envelope)

Name:
Angela Tompkins, Paralegal

Address:
Greenspoon Marder LLP
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Greenspoon Marder LLP
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

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FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK

THIS FOURTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK ("Fourth Amendment") is made this 30th day of April, 2019, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, of the Public Records of Orange County, Florida, as amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, Declarant is desirous of amending the Declaration; and

WHEREAS, Section 8 of Article XIII of the Declaration provides that until the Turnover Date, all amendments or modifications shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do no materially impair the common plan of development of Woodland Park; and

WHEREAS, as of the date of this Fourth Amendment, the Turnover Date has not occurred; and

WHEREAS, the amendment contained herein does not materially impair the common plan of development of Woodland Park.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

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2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. The Declaration is hereby amended to add a new Article XIV to read as follows:

ARTICLE XIV
SURVEILLANCE CAMERAS

Each Owner, by acceptance of a deed or title to a Lot in Woodland Park, acknowledges and agrees without the need for any further consent or acknowledgement that there will be surveillance cameras located within and directed towards the Association Property of Woodland Park (inclusive of select areas within and outside of its facilities) and that such surveillance cameras are neither a violation of or an infringement upon any privacy rights Owners may have (if any) nor are the recordings from such cameras intended to capture private property. The installation of surveillance cameras is not a service to the Owners and such cameras are merely installed as an access control measure, as well as a potential deterrent to crime and possibly to aid in criminal identification. The surveillance cameras will be placed in such locations within the Association Property as the Board determines in its sole discretion from time to time, subject to the limitations herein. The surveillance cameras are intended to be visible and not hidden from view. Cameras will not be installed in "private" places where residents would have a reasonable expectation of privacy, such as changing rooms, locker rooms or bathrooms.

The surveillance cameras may be real or fake (operational or non-operational). Fake surveillance cameras are not recording activity. The real surveillance cameras may or may not be monitored by individuals, but will visually record activity within the area the surveillance cameras are installed. In the event the surveillance cameras are monitored, they will not be monitored at all times. The surveillance cameras will not record sound but they may be equipped with a speaker so that the person doing the monitoring can communicate to the area under surveillance. All recordings will be kept by the Association for such period of time as determined by the Board in its sole discretion or as may be required by law.

Each Owner also acknowledges and agrees that the surveillance cameras cannot prevent crime and may not be of assistance in solving a crime. Further, the Association, the Board and its Committees, the Association's management company and Declarant offer no guaranty of additional protection, safety or security and assume no further or unintended liability by virtue of installing and operating such surveillance cameras.

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Recordings from the surveillance cameras have restricted access for a limited time period and may only be viewed by "Authorized Viewers" (as hereinafter defined) if something unexpectedly happens within Woodland Park such as a crime, damage to property, injury to a person or an alleged rule violation. Such recordings are not deemed official records under Florida statutes to which an Owner has a right of access. For purposes of the foregoing sentence, viewing can be done by the following only: Board members, Declarant, the property manager and/or law enforcement personnel investigating an actual or alleged crime, damage to property, injury to a person or rule violation and to others who can either produce a subpoena or articulate a compelling and legitimate reason for needing access as determined in the Association's sole discretion (collectively, the "Authorized Viewers"). Owners do not have the right to view the recordings without a subpoena. Notwithstanding the foregoing sentence, the Board reserves the right, but not the obligation, to appoint an "access control committee" with approved access to view the video footage for the reasons set forth above only.

The Association has the right to post signage at the entrance to Woodland Park and within any amenity informing anyone who enters that there are surveillance cameras recording activities within Woodland Park. If surveillance cameras are installed within the pool area, the Association shall post signage informing that there are surveillance cameras within the pool area.

Each Owner further acknowledges, understands, and covenants to inform all occupants of his/her Home, and their respective families and invitees, that neither the Association, its Board and committees, the Association's management company, nor Declarant, nor any other persons involved with the governance, maintenance, and management of the Property are insurers of safety or security within the Property. All Owners and occupants, and their respective families and invitees, assume all risks of personal injury and loss or damage to persons, homes, and the contents of homes, and further acknowledge that neither the Association, its Board and committees, the Association's management company, nor Declarant have made representations or warranties regarding the surveillance cameras within the Property. All Owners and occupants, and their respective families and invitees, further acknowledge that they have not relied upon any such representations or warranties, expressed or implied.

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Any surveillance cameras which may exist within the Community are intended to monitor access to the Property and activities within the Community are not intended to constitute any assurance that the Property is secure from entry or intrusion by non-owners and non-occupants. Neither the Association, the Board and its Committees, the Association's management company, nor Declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of the above-mentioned parties be held liable for any loss or damage whatsoever by reason of failure of the surveillance cameras to record any activity or prevent a crime, injury or damage. No representation or warranty is made that the surveillance cameras cannot be compromised or circumvented, nor that the surveillance cameras will prevent loss or provide detection or protection.

ALL OWNERS, BY ACCEPTANCE OF A DEED OR TITLE TO A LOT, AGREE TO HOLD THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT AND/OR ANY SUCCESSOR DECLARANT HARMLESS FROM ANY LOSS OR CLAIM ARISING FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT WITHIN THE COMMUNITY. THE ASSOCIATION, THE BOARD OR ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT AND ANY SUCCESSOR DECLARANT SHALL NOT IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY OR SAFETY WITHIN THE PROPERTY. THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT, AND ANY SUCCESSOR DECLARANT SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE OF THE SURVEILLANCE CAMERAS TO PROVIDE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY, EVEN IF CAUSED BY THE NEGLIGENCE OF THE ASSOCIATION, THE BOARD AND ITS COMMITTEES, THE ASSOCIATION'S MANAGEMENT COMPANY, DECLARANT AND/OR ANY SUCCESSOR DECLARANT.

(Words ~~struck through~~ are deleted; words **bold and double-underline** are added)

4. This Fourth Amendment shall become effective upon recording amongst the Public Records of Orange County, Florida.

5. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

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IN WITNESS WHEREOF, Declarant has executed this ~~Third~~ Fourth Amendment as of the day and year first above written.

Witnesses:

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

Julia A Aragona
Signature
Julia A. Aragona
Printed Name

By: Nicholas Gluckman
Nicholas Gluckman,
Vice President, Land Development

Amy D C
Signature
HENRY CHERINOS
Printed Name

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Nicholas Gluckman, as Vice President, Land Development, of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of April, 2019.

My Commission Expires Feb. 10 2021

Julia A Aragona
Notary Public
Julia A. Aragona
Typed, printed or stamped name of Notary Public

Notary Public State of Florida
Julia A Aragona
My Commission GG 257903
Expires 02/10/2021

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This Instrument Prepared by:
Ellen Avery-Smith, Esq.
Rogers Towers, P.A.
201 S. Orange Avenue
Suite 720
Orlando, Florida 32801
(407) 246-5200

DOC# 20130658275 B: 10678 P: 1514
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Rec Fee: $35.50
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: ROGERS TOWERS P A

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DECLARATION OF COVENANT AND WAIVER

THE UNDERSIGNED, TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation (the "Declarant"), being the record owner in fee simple of the real property located in unincorporated Orange County, Florida described on **Exhibit "A"** attached hereto and incorporated herein by this reference (the "Property"), declares that:

WHEREAS, the Property is located in the proximity of Orlando International Airport as it now exists or may hereafter be enlarged, expanded and/or developed (hereinafter "the Airport"); and

WHEREAS, four parallel runways are in operation at the Airport at the execution of this instrument; and

WHEREAS, aircraft operating on, or approaching or departing from, the Airport will generate noise which can be heard on the Property, and will fly over or near the Property (which noise and activity, as now existing and as may increase in the future because of increased flight activity at the Airport, will collectively hereinafter be referred to as "Aircraft Activity"); and

WHEREAS, the undersigned Declarant desires that all persons hereafter residing on, visiting or otherwise occupying the Property be placed on notice that the Property is in the proximity of the Airport, and of the expected occurrence of Aircraft Activity on the Airport and near the Property.

NOW, THEREFORE, for good and sufficient consideration, the receipt and adequacy of which are hereby acknowledged, the undersigned Declarant hereby covenants and declares that it, its successors, assigns, licensees, invitees, and tenants (hereinafter "the Persons Bound") expressly waive all right to assert against or join in any claim, administrative proceeding, lawsuit, or other cause of action that may for any reason arise in the future against the Greater Orlando Aviation Authority, the City of Orlando, the County of Orange, the operators and owners of aircraft lawfully using the Airport, and in the case of the aforementioned private companies and public agencies, their respective officers, directors, employees and agents (collectively "the Benefited Parties") for any inverse condemnation, damages, aircraft noise (including, without limitation, noise produced by aircraft located on the Airport, approaching the

Airport for landing or departing from the Airport), nuisance or other action of any nature whatsoever arising out of, or related to, Aircraft Activity in the proximity of the Property. This Declaration shall not be construed to bar any of the Persons Bound from any claims against any person or entity for personal injury or property damaged caused by or resulting from negligent operation of any aircraft, or use of airspace in a manner violative of applicable federal laws and regulations.

THE DECLARANT shall record this Declaration of Covenant and Waiver in the Public Records of Orange County, Florida. When recorded, each provision of this Declaration shall run with the Property, and shall be binding upon all owners, tenants, invitees or occupants thereof, their heirs, successors and assigns, invitees, and tenants. The acceptance by any party of any right of use, deed, lease, mortgage or other interest in or privilege pertaining to the Property whatsoever shall constitute acknowledgement and acceptance of the terms of this Declaration and the binding effects hereof.

THIS DECLARATION OF COVENANT AND WAIVER shall bind the undersigned Declarant, its successors and assigns (individuals, corporations and other entities) and grantees and tenants thereof, and their respective successors and assigns. The acceptance by any person or entity of any conveyance of any interest in the Property shall constitute acknowledgement of the terms of this Declaration and agreement to be bound by this Declaration.

THIS DECLARATION OF COVENANT AND WAIVER shall be a covenant running with the Property and shall inure to the benefit of the Benefited Parties, their successors and assigns.

Witness:

Print Name: Chris Tyree

Print Name: Gary Lee

Declarant: **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation

By: _____

Its: VP

STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Jennifer Johnson, V.P. of Taylor Morrison of Florida, Inc., a Florida corporation, and (he)/she acknowledged executing the same freely and voluntarily under authority duly vested in them by said corporation. (He)/She is personally known to me or has produced _____.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of Dec, 2013.

_____
Notary Public, State of Florida at Large

My Commission Expires: _____
Typed, Printed or Stamped Name of Notary Public

ANDON LEE CALHOUN
MY COMMISSION # EE210985
EXPIRES September 13, 2016
(407) 398-0153 FloridaNotaryService.com

JAX\1769201_1

EXHIBIT "A"

Legal Description of the Property

A PORTION OF BLOCK "U", PROSPER COLONY, A SITUATED IN SECTION 18, TOWNSHIP 24 SOUTH, RANGE 30 EAST, ORANGE COUNTY, FLORIDA, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK D, PAGE 105, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST 1/4 OF SAID SECTION 18, THENCE RUN N 00°29'15" E, ALONG THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 18, A DISTANCE OF 75.12 FEET TO A POINT ON THE NORTHERLY RIGH-OF-WAY LINE OF WETHERBEE ROAD AS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9121, PAGE 1064 AND OFFICIAL RECORDS BOOK 9121, PAGE 1134, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE CONTINUE N 00°29'15" E, A DISTANCE OF 1,143.83 FEET TO A POINT ON THE NORTH LINE OF LANDS DESCRIBED AND RECORDED IN OFFICIAL RECORDS BOOK 9121, PAGE 1041, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN S 89°06'32" W, ALONG THE NORTH LINE THEREOF, A DISTANCE OF 640.69 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE S 89°06'32" W, A DISTANCE OF 502.56 FEET THENCE RUN S 00°29'15" W, A DISTANCE OF 1,143.38 TO A POINT ON THE AFORESAID NORTHERLY RIGHT-OF-WAY LINE OF WEATHERBEE ROAD; THENCE RUN WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, FOLLOWING THREE (3) COURSES AND DISTANCES: RUN S 89°06'32" W, A DISTANCE OF 101.82 FEET TO A POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 11,509.00 FEET AND A CENTRAL ANGLE OF 02°15'07"; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE, A DISTANCE OF 452.37 FEET TO THE POINT OF TANGENCY THEREOF; THENCE RUN S 86°51'25" W, A DISTANCE OF 353.01 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, RUN N 04°08'57" W, A DISTANCE OF 158.18 FEET; THENCE RUN N 47°24'15" E, A DISTANCE OF 78.98 FEET; THENCE RUN N 54°21'27" W, A DISTANCE OF 87.75 FEET; THENCE RUN N 54°56'36" W, A DISTANCE OF 134.03 FEET; THENCE RUN S 73°28'46" W, A DISTANCE OF 103.46 FEET; THENCE RUN S 79°31'31" W, A DISTANCE OF 99.94 FEET; THENCE RUN N 81°39'40" W, A DISTANCE OF 117.10 FEET; THENCE RUN N 80°20'24" W, A DISTANCE OF 115.65 FEET; THENCE RUN S 87°31'17" W, A DISTANCE OF 192.13 FEET; THENCE RUN S 79°24'22" W, A DISTANCE OF 42.12 FEET; THENCE RUN N 81°02'37" W, A DISTANCE OF 122.32 FEET; THENCE RUN S 82°44'06" W, A DISTANCE OF 98.81 FEET; THENCE RUN S 54°34'56" W, A DISTANCE OF 108.00 FEET; THENCE RUN S 69°56'43" W, A DISTANCE OF 117.39 FEET; THENCE RUN S 80°02'23" W, A DISTANCE OF 107.84 FEET; THENCE RUN N 38°36'25" W, A DISTANCE OF 100.54 FEET; THENCE RUN N 50°57'17" W, A DISTANCE OF 85.61 FEET; THENCE RUN N 46°09'52" W, A DISTANCE OF 106.02 FEET; THENCE RUN N 41°37'10" W, A DISTANCE OF 100.93 FEET; THENCE RUN N 04°01'58" E, A DISTANCE OF 6.44 FEET; THENCE RUN S 89°55'18" W, A DISTANCE OF 346.28 FEET TO A POINT ON THE WEST LINE OF THE EAST 3/4 OF THE SOUTH 1/2 OF SAID SECTION 18; THENCE RUN N 00°13'59" E, ALONG THE WEST LINE OF THE EAST 3/4 OF THE SOUTH 1/2 OF SAID SECTION 18, A DISTANCE OF 2,031.70 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 18; THENCE RUN N 00°11'41" E, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 18, A DISTANCE OF 317.79 FEET; THENCE RUN N 86°42'16" E, A DISTANCE OF 1354.23 FEET; THENCE RUN N 34°19'47" E, A DISTANCE OF 47.12 FEET; THENCE RUN N 54°23'02" E, A DISTANCE OF 52.79 FEET; THENCE RUN N 16°50'33" E, A DISTANCE OF

73.66 FEET; THENCE RUN N 62°28'00" W, A DISTANCE OF 62.72 FEET TO A POINT ON THE SOUTH LINE OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 5112, PAGE 385, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN N 87°46'42" E, ALONG SAID SOUTH LINE, A DISTANCE OF 977.95 FEET; THENCE RUN S 44°44'40" W A DISTANCE OF 109.08 FEET; THENCE RUN S 44°57'31" W, A DISTANCE OF 67.11 FEET; THENCE RUN S 45°21'25" W, A DISTANCE OF 65.21 FEET; THENCE RUN S 55°32'06" W, A DISTANCE OF 58.77 FEET; THENCE RUN S 56°37'47" W, A DISTANCE OF 81.90 FEET; THENCE RUN S 60°03'58" W, A DISTANCE OF 56.22 FEET; THENCE RUN S 02°19'19" W, A DISTANCE OF 95.27 FEET; THENCE RUN S 22°17'19" E, A DISTANCE OF 83.32 FEET; THENCE RUN S 43°41'09" E, A DISTANCE OF 136.96 FEET; THENCE RUN S 61°07'14" E, A DISTANCE OF 71.86 FEET; THENCE RUN N 89°40'14" E, A DISTANCE OF 55.10 FEET; THENCE RUN N 70°04'20" E, A DISTANCE OF 57.72 FEET; THENCE RUN S 79°59'14" E, A DISTANCE OF 83.05 FEET; THENCE RUN S 59°18'19" E, A DISTANCE OF 104.84 FEET; THENCE RUN S 64°04'48" E, A DISTANCE OF 71.07 FEET; THENCE RUN S 62°17'47" E, A DISTANCE OF 167.92 FEET; THENCE RUN S 65°15'36" E, A DISTANCE OF 99.56 FEET; THENCE RUN S 63°47'03" E, A DITSTANCE OF 102.59 FEET; THENCE RUN S 40°59'00" E, A DISTANCE OF 98.19 FEET; THENCE RUN S 25°54'09" E, A DISTANCE OF 94.49 FEET; THENCE RUN S 55°50'03" E, A DISTNACE OF 87.36 FEET; THENCE RUN S 49°20'43" E, A DISTANCE OF 111.87 FEET; THENCE RUN S 49°52'08" E, A DISTANCE OF 111.10 FEET; THENCE RUN S 64°31'54" E, A DISTANCE OF 106.86 FEET; THENCE RUN S 51°18'31" E, A DISTANCE OF 111.02 FEET; THENCE RUN S 26°42'42" W, A DISTANCE OF 25.56 FEET; THENCE RUN S 26°27'08" E, A DISTANCE OF 66.51 FEET; THENCE RUN S 18°45'09" E, A DISTANCE OF 69.57 FEET; THENCE RUN S 00°11'00" E, A DISTANCE OF 66.21 FEET; THENCE RUN S 16°55'58" W, A DISTANCE OF 65.82 FEET; THENCE RUN S 31°56'05" W, A DISTANCE OF 52.52 FEET; THENCE RUN S 28°34'34' W, A DISTANCE OF 126.94 FEET; THENCE RUN S 11°36'54" W, A DISTANCE OF 50.00 FEET; THENCE RUN S 00°53'24" E, A DISTANCE OF 153.11 FEET TO THE POINT OF BEGINNING.

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Rec Fee: $35.50
Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



This Instrument Prepared by and after Recording return to:
Mark F. Grant, Esq.
Greenspoon Marder LLP
5150 North Tamiami Trail
Suite 502, Newgate Tower
Naples, FL 34103
(239) 659-1103

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SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK (PHASES 6 AND 7)

This SUPPLEMENTAL DECLARATION TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK (PHASES 6 AND 7) ("Supplemental Declaration") is made as of the 27 day of April, 2020, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, of the Public Records of Orange County, Florida, as the same may be amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, the Declaration subjects the property described in Exhibit "A" thereto to the easements, restrictions, covenants and conditions of the Declaration; and

WHEREAS, Section 1 of Article III of the Declaration provides that Declarant may from time to time, in its sole discretion, by recording appropriate Supplemental Declaration(s) in the Public Records of the County, add any Additional Property or any other real property to the Property governed by this Declaration, and may declare all or part of such Additional Property or other property (including any Improvements thereon) to be Lots or Association Property; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto and made a part hereof ("Additional Property") to the provisions of the Declaration; and

WHEREAS, Declarant now desires to add the Additional Property to Woodland Park as herein specifically provided.

NOW, THEREFORE, Declarant hereby makes this Supplemental Declaration (which is intended to be and is a "Supplemental Declaration" as defined in the Declaration) and hereby declares that the Additional Property shall be deemed a portion of the "Property" under the Declaration and that the Additional Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, reservations, regulations, burdens and liens set forth in the Declaration as modified by this Supplemental Declaration, as follows:

1. The recitations herein set forth are true and correct and are incorporated herein by reference.

2. The definitions provided in the Declaration are incorporated herein by reference.

3. The Additional Property described on Exhibit "A" to this Supplemental Declaration is hereby designated a part of Woodland Park and shall be sold, transferred, used, conveyed, occupied and mortgaged or otherwise encumbered pursuant to the provisions of this Supplemental Declaration and the Declaration.

4. Declarant hereby declares that all of the Additional Property designated on Exhibit "A" to this Supplemental Declaration is part of the "Property" and is therefore subject to the applicable land use covenants and the benefits and burdens established under the Declaration as fully as though it were originally designated as such in the Declaration.

5. Maintenance of the Lots and Homes. Each Owner of a Lot situated upon the Additional Property shall maintain his or her Lot and the Improvements thereon, including the landscaping, irrigation, equipment and appurtenances in accordance with Section 2 of Article IX of the Declaration. If the Owner fails to perform his or her maintenance responsibilities in a manner consistent with the Declaration, then the Board shall have the power to assess costs against the Owner of a Lot as a Benefited Assessment pursuant to the provisions of Section 4 of Article VII of the Declaration.

In addition, no "construction," which term shall include within its definition clearing, excavation, grading and other site work, initial construction, no exterior alteration or modification of existing improvements, and no plantings or removal of plants, trees or shrubs shall take place, except in strict compliance with VIII of the Declaration, until the requirements contained therein have been fully met, and until the written approval of the Architectural Control Committee is obtained.

6. Designation and Maintenance of Association Property/Common Area. Tracts OS-8, OS-9 and OS-10 (Open Space), Tract P-1 (Open Space and Park), Tracts CA-2 and CA-3 (Conservation), and the Upland Buffer therein, with development rights granted to the County over the Property to access same as shown on the Plat of Woodland Park Phases 6 and 7 described in Exhibit "A" attached hereto, are hereby declared to be Association Property/Common Area. Maintenance of the Association Property/Common Area shall be by the Association, as provided in Section 1 of Article IX of the Declaration. No clearing, grading, construction or alteration of the platted wetlands shall occur unless approved by Orange County, Florida and/or all other applicable agencies. The Association will enter into a Use Agreement with the County to allow the Association to maintain Tracts SP-2 and SP-3 (Detention Ponds), which are owned by the County, for aesthetic purposes. All costs of maintenance pursuant to this Paragraph shall be assessed against all Lots in Woodland Park as an Operating Expense pursuant to the provisions of Articles VI and VII of the Declaration and shall be subject to the lien of the Association pursuant to Section 2 of Article VI of the Declaration.

7. Conflict. In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Supplemental Declaration shall control. Except as otherwise

specifically set forth in this Supplemental Declaration, in the event of any conflict between the provisions of this Supplemental Declaration and the provisions of the Declaration, the provisions of the Declaration shall control.

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

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

By: _____
Printed Name: Brian Brundtofer
Its: VP of Taylor Morrison Florida

(CORPORATE SEAL)

_____
Signature
D. Hamman
Printed Name

_____
Signature
Debra Riggs
Printed Name

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by [x] physical presence or [ ] online notarization by Brian Brundtofer, as Vice President of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of April, 2020.

My Commission Expires:

Notary Public State of Florida
Nora J Schuster
My Commission GG 102011
Expires 09/04/2021

_____
Notary Public
Nora J. Schuster
Typed, printed or stamped name of Notary Public

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EXHIBIT "A"
LEGAL DESCRIPTION

ALL PROPERTY SHOWN ON THE PLAT OF WOODLAND PARK PHASES 6 AND 7, RECORDED IN PLAT BOOK 103, PAGES 5 THROUGH 11, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, LESS ANY PROPERTY DEDICATED TO THE COUNTY AND THE PUBLIC THEREON.

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DOC# 20200282510
05/14/2020 02:44:42 PM Page 1 of 7
Rec Fee: $61.00
Phil Diamond, Comptroller
Orange County, FL
IO - Ret To: ORANGE COUNTY PUBLIC WORK



Return to: (enclose self-addressed stamped envelope)

Name:
Angela Tompkins, Paralegal

Address:
Greenspoon Marder LLP
5133 Castello Drive, Suite 2
Naples, Florida 34103

This Instrument Prepared by:

Mark F. Grant, Esq.
Greenspoon Marder LLP
5133 Castello Drive, Suite 2
Naples, Florida 34103

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

FIFTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK

THIS FIFTH AMENDMENT TO THE AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR WOODLAND PARK ("Fifth Amendment") is made this 13 day of MAY, 2020, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Declarant") and is joined in by WOODLAND PARK HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("Association").

WHEREAS, Declarant has executed and recorded that certain Amended and Restated Declaration of Covenants, Conditions, Restrictions and Easements for Woodland Park in Official Records Book 10793, Page 8278, of the Public Records of Orange County, Florida, as amended and/or supplemented (hereinafter referred to as the "Declaration"); and

WHEREAS, Orange County Public Schools ("OCPS") owns and utilizes a drainage system which carries stormwater from certain property owned by OCPS (the "OCPS Property") through Woodland Park for discharge into wetlands adjacent to the OCPS Property (the "School Outfall System"); and

WHEREAS, pursuant to that certain Amended and Restated Easement Agreement recorded in Official Records Book 10734, Page 1740, as subsequently amended by that certain Amendment to Amended and Restated Easement Agreement recorded in the Public Records of Orange County under Document Number 20190376869 (collectively, the "Easement Agreement"), and that certain Use Agreement Among Taylor Morrison of Florida, Inc., Woodland Park Homeowners Association, Inc. and Orange County recorded in Official Records Document Number 20200277443 of the Public Records of Orange County, Florida (the "Use Agreement") the Association shall be responsible for certain routine maintenance and capital repair obligations of the School Outfall System located within Woodland Park (the "Maintenance Obligations") as further described therein; and

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WHEREAS, in order to fund the Maintenance Obligations, the Association shall create a Routine Infrastructure Maintenance Account and a Capital Repair Account (collectively, the required "Association Asset Accounts") as further described herein; and

WHEREAS, Section 8 of Article XIII of the Declaration provides that until the Turnover Date, all amendments or modifications to the Declaration shall only be made by Declarant without the requirement of the Association's consent or the consent of the Owners so long as such amendments or modifications do not materially impair the common plan of development of Woodland Park; and

WHEREAS, as of the date of this Fifth Amendment, the Turnover Date has not occurred; and

WHEREAS, the terms of this Fifth Amendment do not materially impair the common plan of development of Woodland Park; and

WHEREAS, the Association is joining in to this Fifth Amendment to memorialize the consent of the Association to its obligations as described herein.

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. The above recitals are true and correct and are incorporated herein by reference.

2. Unless otherwise defined herein, each term defined in the Declaration and used herein shall have its meaning as defined in the Declaration.

3. Article I of the Declaration is hereby amended to add the following definitions:

"OCPS Permit" shall mean and refer to that certain South Florida Water Management District Permit related to the School Outfall System with permit number #45-01539-P.

"School Outfall System" shall mean and refer to that certain stormwater system owned and utilized by Orange County Public Schools ("OCPS") as described in that certain Amended and Restated Easement Agreement recorded in Official Records Book 10734, Page 1740, as subsequently amended by that certain Amendment to Amended and Restated Easement Agreement recorded in the Public Records of Orange County under Document Number 20190376869 (collectively, the "Easement Agreement"), and that certain Use Agreement Among Taylor Morrison of Florida, Inc., Woodland Park Homeowners Association, Inc. and Orange County recorded in Official Records Document Number 20200277443 of the Public Records of Orange County, Florida (the "Use Agreement").

"School Outfall System Completion Date" shall mean and refer to that date on which the County issues its certificate of completion for that portion of the School Outfall System located within Phase 6 & 7 of Woodland Park, as shown on Exhibit "C" of the Use Agreement.

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4. The Declaration is hereby amended to add a new Article XV to read as follows:

ARTICLE XV
ASSOCIATION ASSET ACCOUNTS FOR REPAIR AND MAINTENANCE OF SCHOOL OUTFALL SYSTEM

Section 1. ROUTINE INFRASTRUCTURE MAINTENANCE ACCOUNT. A Routine Infrastructure Maintenance Account for the maintenance of the School Outfall System is hereby created. Monies on deposit in the Routine Infrastructure Maintenance Account, including any investment earnings, may be used by the Association, or by Declarant with the written consent of the Directors, only for scheduled maintenance and for unscheduled repair of the School Outfall System pursuant to the OCPS Permit and other Association infrastructure appurtenant to the School Outfall System. As provided herein, the Association must deposit each year into the Routine Infrastructure Maintenance Account an amount of money sufficient to perform all scheduled maintenance and unscheduled repair of the School Outfall System during the subsequent year. The Association shall impose and collect assessments against each platted lot in Woodland Park, including lots owned or controlled by the Declarant and by any builder, without exception, though in no way shall this obligation prevent Declarant from deficit funding as provided in Section 720.308 of the Florida Statutes. The assessments shall be uniform and equitable and must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the Association, if any, to make all required deposits to this account. The obligation to collect and pay assessments shall begin to accrue on the School Outfall System Completion Date and shall be reflected in the first Budget prepared by the Board following the School Outfall System Completion Date. The collection and payment of these assessments, including any accrued amounts, shall commence once such Budget is final and the Routine Infrastructure Maintenance Account has been established (the "School Outfall System Assessment Commencement Date"). Each year the Association shall cause a financial report of this account to be performed and prepared, and a copy of that report shall be submitted to each Owner of each Lot in Woodland Park. To help ensure the financial ability of the Association to maintain the School Outfall System, on the School Outfall System Assessment Commencement Date the Declarant shall make an initial deposit in an amount equal to the an amount of money estimated to be sufficient to perform all scheduled maintenance and unscheduled repair of the School Outfall System during the subsequent year.

Section 2. CAPITAL REPAIR ACCOUNT. A Capital Repair Account for the major repair, reconstruction, and replacement of the School Outfall System, as

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further described herein, is hereby created. Monies on deposit in the Capital Repair Account, including any investment earnings, may be used by the Association, or by Declarant with the written consent of the Directors, only for major repair, reconstruction, and replacement of the School Outfall System. Each year following the School Outfall System Assessment Commencement Date the Association must deposit into the Capital Repair Account an amount sufficient for the School Outfall System to be reconstructed and/or repaired no less frequently than once every fifty (50) years (the "Estimated Cost"). The Association shall impose and collect assessments against each platted lot in Woodland Park, including lots owned or controlled by the Declarant and by any builder, without exception, though in no way shall this obligation prevent Declarant from deficit funding as provided in Section 720.308 of the Florida Statutes. The assessments shall be uniform and equitable and must be imposed and collected in amounts sufficient, when added to investment earnings and other available revenues of the Association, if any, to make all required deposits to this account. Each year the Association shall cause a financial report of this account to be performed and prepared, and a copy of that report shall be submitted to each Owner of each Lot in Woodland Park. Deposits to the Capital Repair Account shall begin to accrue upon the School Outfall System Completion Date, must be collected and deposited upon the School Outfall System Assessment Commencement Date and must be completed no later than the fiftieth anniversary of the recording of this Fifth Amendment. The amount deposited each year by the Association must be no less than one- fiftieth (1/50) of the Estimated Cost. However, after the Turnover Date, the schedule of deposits may be altered such that one (1) or more annual deposits is less than one-fiftieth (1/50) of the Estimated Cost, but only if a simple majority or more of all Owners of Lots in Woodland Park consent in writing and/or by voting at a meeting of the Members called in accordance with the Bylaws to approve the altered schedule. If the Owners consent to a different schedule of deposits, the revised schedule must result in the aggregate amount of deposits during the fifty (50) year period being equal to or in excess of the Estimated Cost. At the end of each fifty (50) year period, the Association shall revise and update the Estimated Cost, taking into consideration actual costs incurred and expected increases in reconstruction and repair costs, and shall adjust the amount of its annual deposits to the account accordingly. If for any reason expenditures are made from the Capital Repair Account prior to the end of the fifty (50) year period, the amount of deposits to the Capital Repair Account in the remaining years will be adjusted in a manner to ensure that the Capital Repair Account contains an amount sufficient at the end of the fifty (50) year period to pay the cost of all expected reconstruction and/or repair requirements. To help ensure the financial ability of the Association to repair, reconstruct, and replace the School Outfall System, on the School Outfall System Commencement Date the Declarant shall deposit into the Capital Repair Account (i) an initial deposit in an amount equal to one-fiftieth (1/50) of the Estimated Cost; and (ii) a deposit in the amount of $28,075.41, which is equal to ten percent (10%) of what it is currently projected that the Estimated Cost will be as of May, 2020.

(Words ~~struck through~~ are deleted; words underlined are added)

5. This Fifth Amendment shall become effective upon recording amongst the Public Records of Orange County, Florida.

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6. Except as modified hereby, the Declaration shall remain in full force and effect in accordance with the terms thereof.

(signatures follow)

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IN WITNESS WHEREOF, Declarant has executed this Fifth Amendment as of the day and year first above written (the "Fifth Amendment Effective Date").

DECLARANT:

Witnesses:

TAYLOR MORRISON OF FLORIDA, INC.
a Florida corporation

Signature

Printed Name

Signature

Printed Name

By: _____
Printed Name: Daniel Fitzpatrick
Title: VP of Operations

(CORPORATE SEAL)

STATE OF FLORIDA)
) ss:
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization by Daniel Fitzpatrick, as VP Operations of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in him/her by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 27 day of April, 2020.

[SEAL]
Online Notary

Signature of Notary Public

Nora J. Schuster
Typed or Printed Name of Notary Public

Personally Known ✓ OR
Produced Identification _____

Type of Identification Produced

_____

Notary Public State of Florida
Nora J Schuster
My Commission GG 102011
Expires 09/04/2021

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ASSOCIATION:

WOODLAND PARK HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation

WITNESSES AS TO ASSOCIATION:

Signature
Print Name Denise Ann Brown

Signature
Print Name Daryl Y. Roe

By: Nora Schuster
Name: Nora Schuster
Title: President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by means of [✓] physical presence or [ ] online notarization by NORA SCHUSTER, as President of WOODLAND PARK HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in her by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 27th day of April, 2020.

[SEAL]
Online Notary

Signature of Notary Public
Denise Ann Brown
Typed or Printed Name of Notary Public

Personally Known ✓ OR
Produced Identification ____

Type of Identification Produced

DENISE ANN BROWN
Notary Public - State of Florida
Commission # GG 279167
My Comm. Expires Mar 17, 2023
Bonded through National Notary Assn.

S:\RAlfonso\Public Works\Woodland Park HOA decs 5th Amdt OC comments 04-17-20.doc

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Woodland Park Homeowners Association, Inc.

Approved Built-out Budget

January 1, 2020 through December 31, 2020

		Units	2020 Approved Budget 625	Per Lot/Yr.	Per Lot/Mo.
	INCOME				
4010	Assessment Income		363,743.37	581.99	48.50
4020	Reserve Assessment		7,500.00	12.00	1.00
	Other				
	Developer Contribution				
	Total Income		**371,243.37**	593.99	49.50
	EXPENSE				
Acct	**Administrative**				
6010	Management Fees		69,075.00	110.52	9.21
6020	Accounting Fees / Tax Prep		4,500.00	7.20	0.60
6040	Legal / Professional Fees		1,000.00	1.60	0.13
6080	Bank Charges / Coupon Books		2,925.00	4.68	0.39
6090	Postage / Copies / Supplies		5,000.00	8.00	0.67
6220	Corporate Annual Report		61.25	0.10	0.01
6240	Bad Debt		1,000.00	1.60	0.13
6260	Website		480.00	0.77	0.06
	Administrative Total		**84,041.25**	134.47	11.21
	INSURANCE				
6100	Insurance - Liability / Property / Fidelity Bond		13,555.60	21.69	1.81
6110	Insurance - Director / Officer		0.00	0.00	0.00
	Insurance Total		**13,555.60**	21.69	1.81
	MAINTENANCE				
6510	Grounds Mntnce - Contracted		89,580.92	143.33	11.94
6523	Tree Trim/Remove/Repl		5,000.00	8.00	0.67
6525	Annuals		7,500.00	12.00	1.00
6530	Mulch		17,145.00	27.43	2.29
6540	Landscape Replacement		6,000.00	9.60	0.80
6610	Irrigation - Repairs / Mntnce		6,500.00	10.40	0.87
6620	Lakes/Ponds/Waterways		8,000.00	12.80	1.07
6635	Ground Lighting Repr/Maint		3,500.00	5.60	0.47
6640	Signage Repairs/Maintenance		2,200.00	3.52	0.29
6645	Walls/Fence - Repr/Maint		10,000.00	16.00	1.33
6650	Pressure Wash - Wall/Fence		7,000.00	11.20	0.93
6655	Animal Control		1,800.00	2.88	0.24
6660	Holiday Decor		3,000.00	4.80	0.40
6665	Surveillance Camera Pool		3,300.00	5.28	0.44
6720	Mail Kiosk - Maintenance		2,000.00	3.20	0.27
6730	Pet Waste Station Bags		1,000.00	1.60	0.13
6740	General Repairs & Maintenance		3,445.60	5.51	0.46
	Maintenance Total		**176,971.52**	283.15	23.60
	RECREATION				
7210	Pool Maintenance		18,000.00	28.80	2.40
7215	Pool Equipment Repairs		6,000.00	9.60	0.80
7220	Pool Permit		350.00	0.56	0.05
7225	Pool Area Furniture-Repr/Maint		1,000.00	1.60	0.13
7230	Pool Area - Fencing/Gate/Keys		500.00	0.80	0.07

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7305	Cabana - Repairs	750.00	1.20	0.10
7310	Cabana - Termite Bond	350.00	0.56	0.05
7325	Pressure Wash-Pool / Cabana	6,000.00	9.60	0.80
7350	Pool Area - Electric	15,000.00	24.00	2.00
7355	Pool Area - Water/Sewer	3,000.00	4.80	0.40
7360	Pavilion/Tot Lot/Field - Repr	2,500.00	4.00	0.33
	Community Award Programs	4,725.00	7.56	0.63
	Recreation Total	**58,175.00**	93.08	7.76

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	UTILITIES			
7810	Electric - Common Areas	12,000.00	19.20	1.60
7880	Water/Sewer - Irrigation Sys	19,000.00	30.40	2.53
	Utilities Total	**31,000.00**	49.60	4.13
	RESERVE CONTRIBUTION			
8010	Reserves - Pooled Reserves	7,500.00	12.00	1.00
8005	Reserves - Interest			
	Reserve Contribution Total	**7,500.00**	12.00	1.00
	TOTAL OPERATING AND RESERVE E	**371,243.37**	**593.99**	**49.50**
	NET INCOME/(LOSS)	**0.00**	**0.00**	**0.00**

	2020		
	Annual	**Monthly**	
Operating Assessment	**$581.99**	**$48.50**	
Reserve Assessment	**$12.00**	**$1.00**	
Total Assessment	**$593.99**	**$49.50**	1.04%

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Woodland Park Homeowners Association, Inc.
Approved Built-out Budget
January 1, 2021 through December 31, 2021

		2020 APPROVED Budget	Per Lot/Yr.	Per Lot/Mo.	2021 Approved Budget	Per Lot/Yr.	Per Lot/Mo.
	Units	**625**			**625**		
	INCOME						
4010	Assessment Income	363,743.37	581.99	48.50	380,426.68	608.68	50.72
4020	Reserve Assessment	7,500.00	12.00	1.00	9,548.56	15.28	1.27
	Other						
	Developer Contribution						
	Total Income	**371,243.37**	593.99	49.50	**389,975.24**	623.96	52.00
	EXPENSE						
Acct	**Administrative**						
6010	Management Fees	69,075.00	110.52	9.21	71,147.25	113.84	9.49
6020	Accounting Fees / Tax Prep	4,500.00	7.20	0.60	2,750.00	4.40	0.37
6040	Legal / Professional Fees	1,000.00	1.60	0.13	2,750.00	4.40	0.37
6080	Bank Charges / Coupon Books	2,925.00	4.68	0.39	3,470.00	5.55	0.46
6090	Postage / Copies / Supplies	5,000.00	8.00	0.67	5,000.00	8.00	0.67
6100	Insurance - Liability / Property / Fidelity Bond	13,555.37	21.69	1.81	20,300.00	32.48	2.71
6220	Corporate Annual Report	61.00	0.10	0.01	61.00	0.10	0.01
6240	Bad Debt	1,000.00	1.60	0.13	1,000.00	1.60	0.13
6260	Website	480.00	0.77	0.06	900.00	1.44	0.12
	Administrative Total	**97,596.37**	156.15	13.01	**107,378.25**	171.81	14.32
	MAINTENANCE						
6510	Grounds Mntnce - Contracted	89,581.00	143.33	11.94	92,268.43	147.63	12.30
6523	Tree Trim/Remove/Repl	5,000.00	8.00	0.67	7,000.00	11.20	0.93
6525	Annuals	7,500.00	12.00	1.00	7,500.00	12.00	1.00
6530	Mulch	17,145.00	27.43	2.29	17,500.00	28.00	2.33
6540	Landscape Replacement	6,000.00	9.60	0.80	7,000.00	11.20	0.93
6610	Irrigation - Repairs / Mntnce	6,500.00	10.40	0.87	7,500.00	12.00	1.00
6620	Lakes/Ponds/Waterways	8,000.00	12.80	1.07	8,000.00	12.80	1.07
6635	Ground Lighting Repr/Maint	3,500.00	5.60	0.47	3,500.00	5.60	0.47
6640	Signage Repairs/Maintenance	2,200.00	3.52	0.29	2,200.00	3.52	0.29
6645	Walls/Fence - Repr/Maint	10,000.00	16.00	1.33	8,000.00	12.80	1.07

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6650	Pressure Wash - Wall/Fence	7,000.00	11.20	0.93		11,525.00	18.44	1.54
6655	Animal Control	1,800.00	2.88	0.24		1,800.00	2.88	0.24
6660	Holiday Decor	3,000.00	4.80	0.40		5,000.00	8.00	0.67
6665	Surveillance Camera Pool	3,300.00	5.28	0.44		7,380.00	11.81	0.98
6720	Mail Kiosk - Maintenance	2,000.00	3.20	0.27		2,500.00	4.00	0.33
6730	Pet Waste Station Bags	1,000.00	1.60	0.13		1,000.00	1.60	0.13
6740	General Repairs & Maintenance	3,446.00	5.51	0.46		4,000.00	6.40	0.53
	Maintenance Total	**176,972.00**	283.16	23.60		**193,673.43**	309.88	25.82
	RECREATION							
7210	Pool Maintenance	**18,000.00**	**28.80**	**2.40**		**19,200.00**	**30.72**	**2.56**
7215	Pool Equipment Repairs	6,000.00	9.60	0.80		3,875.00	6.20	0.52
7220	Pool Permit	350.00	0.56	0.05		1,350.00	2.16	0.18
7225	Pool Area Furniture-Repr/Maint	1,000.00	1.60	0.13		2,500.00	4.00	0.33
7230	Pool Area - Fencing/Gate/Keys	500.00	0.80	0.07		1,000.00	1.60	0.13
7305	Cabana - Repairs	750.00	1.20	0.10		1,000.00	1.60	0.13
7310	Cabana - Termite Bond	350.00	0.56	0.05		350.00	0.56	0.05
7325	Pressure Wash-Pool / Cabana	6,000.00	9.60	0.80		4,000.00	6.40	0.53
7350	Pool Area - Electric	15,000.00	24.00	2.00		15,000.00	24.00	2.00
7355	Pool Area - Water/Sewer	3,000.00	4.80	0.40		5,000.00	8.00	0.67
7360	Pavilion/Tot Lot/Field - Repr	2,500.00	4.00	0.33		2,000.00	3.20	0.27
7370	Social Events	4,725.00	7.56	0.63		5,000.00	8.00	0.67
	Recreation Total	**58,175.00**	93.08	7.76		**60,275.00**	96.44	8.04
	UTILITIES							
7810	Electric - Common Areas	12,000.00	19.20	1.60		12,000.00	19.20	1.60
7850	Phone/ Internet	0.00	0.00	0.00		1,100.00	1.76	0.15
7880	Water/Sewer - Irrigation Sys	19,000.00	30.40	2.53		6,000.00	9.60	0.80
	Utilities Total	**31,000.00**	49.60	4.13		**19,100.00**	30.56	2.55
	RESERVE CONTRIBUTION							
8010	Reserves - Pooled Reserves	7,500.00	12.00	1.00		9,548.56	15.28	1.27
8005	Reserves - Interest							
	Reserve Contribution Total	**7,500.00**	12.00	1.00		**9,548.56**	15.28	1.27

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TOTAL OPERATING AND RESERVE EXPENSES	**371,243.37**	**593.99**	**49.50**	**389,975.24**	**623.96**	**52.00**
NET INCOME/(LOSS)	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**

	2020			2021		
	Annual	Quarterly	Monthly	Annual	Quarterly	Monthly
Operating Assessment	$581.99	$145.50	$48.50	$608.68	$152.17	$50.72
Reserve Assessment	$12.00	$3.00	$1.00	$15.28	$3.82	$1.27
Total Assessment	$593.99	$148.50	$49.50	$623.96	$155.99	$52.00

Maria Perez

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FINAL APPROVED- Woodland Park 2021 Budget

Final Audit Report 2020-11-11

Created:	2020-11-11
By:	Jordan Wyatt (jwyatt@popehoa.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAW5YOwqDbYLXVfL7wjDvSjZTfEYEiFCnQ

"FINAL APPROVED- Woodland Park 2021 Budget" History

Document created by Jordan Wyatt (jwyatt@popehoa.com)
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Document e-signed by Maria Perez - ORL (mperez@taylormorrison.com)
Signature Date: 2020-11-11 - 9:37:59 PM GMT - Time Source: server- IP address: 165.225.222.90

Agreement completed.
2020-11-11 - 9:37:59 PM GMT

Adobe Sign

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WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.
pASSUMPTION OF RISKS, WAIVER OF CLAIMS, INDEMNITY AND RELEASE OF LIABILITY AGREEMENT

In consideration for my being permitted to participate in the activities provided by Woodland Park Homeowners Association, Inc. (the "Community"), I agree to the following Waiver, Indemnity, and Release Agreement (the "Agreement"):

I acknowledge that all activities provided by the Community including, but not limited to the use of the swimming pool, cabana, tot lot, dog park, open green space (each an "Activity" and collectively, the "Activities") have inherent risks, hazards, and dangers for anyone that cannot be eliminated. I UNDERSTAND THAT THESE RISKS, HAZARDS, AND DANGERS INCLUDE WITHOUT LIMITATION: (a) water hazards may result in bodily injury or illness including drowning; (b) injuries or illness may be caused by the negligence of the owners, owner's guests or tenants, employees, or agents of the Community, Taylor Morrison of Florida, Inc., the Management Company, and (c) injuries or illness may be caused by third parties while engaging in the Activities. While engaging in some of these Activities, there may be encounters with wildlife, temperature extremes, inclement weather conditions, road hazards, and unavailability of immediate medical attention in case of injury, and (d) injuries and/or damages to persons, domestic animals, or community property. Owners of dogs shall be liable for any injury or damage done by their dogs.

I understand the risks, hazards, and dangers of these Activities and that these Activities may require good physical conditioning and a degree of skill and knowledge. I believe I have that good physical conditioning and the degree of skill and knowledge necessary for me to engage in these Activities safely. I understand that I have responsibilities. My participation in this Activity is purely voluntary. No one is forcing me to participate and I elect to participate in spite of the risks. I AM VOLUNTARILY USING THE SERVICES OF THE COMMUNITY WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS, AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS, OR DEATH.

The Community may take PHOTOGRAPHS and other images of me participating in these activities. I waive any right of privacy, publicity, compensation, copyright, or other rights to those images and I consent to the Community using or publishing those images for any purposes.

Further, I, for myself, my heirs, successors, executors, and subrogates, hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY, AND HOLD HARMLESS THE COMMUNITY, TAYLOR MORRISON OF FLORIDA, INC., AND THE MANAGEMENT COMPANY, and their respective employees, agents, officers, directors, shareholders and any other person or entities acting in any capacity on their behalf from and against any and all claims, actions, causes of action, liabilities, suits, expenses (including reasonable attorneys' fees) which are related to, arise out of, or are in any way connected with my participation in this Activity including, but not limited to, NEGLIGENCE of any kind or nature, whether foreseen or unforeseen, arising directly or indirectly out of any damage, loss, injury, paralysis, or death to me or my property as a result of my engaging in these activities or the use of these services or equipment, whether such damage, loss, injury, paralysis, or death results from negligence of THE COMMUNITY, TAYLOR MORRISON OF FLORIDA, INC., AND THE MANAGEMENT COMPANY, or any of their employees, agents, officers, directors, shareholders and any other person or entities acting in any capacity on their behalf, or from some other cause. I, for myself, my heirs, my successors, executors, and subrogates further agree not to sue or seek recovery from THE COMMUNITY, TAYLOR MORRISON OF FLORIDA, INC., AND THE MANAGEMENT COMPANY, or any of their employees, agents, officers, directors, shareholders and any other person or entities acting in any capacity on their behalf, as a result of any loss, claims, damages, property damage, injury, paralysis, or death suffered in connection with my use and participation in these Activities.

Lastly, I, for myself, my heirs, successors, executors, and subrogates, hereby hold harmless and indemnify THE COMMUNITY, TAYLOR MORRISON OF FLORIDA, INC., AND THE MANAGEMENT COMPANY, or any of their employees, agents, officers, directors, shareholders and any other person or entities acting in any capacity on their behalf, from any and all liability for any property damage or personal injury to any third party resulting from my participation in the Activities.

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WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

Any litigation involving me or the named parties in this Agreement shall be brought solely in Orange County, Florida, and governed solely by Florida law.

Should any provisions or portion of this Agreement be found or ruled to be invalid by a court of competent jurisdiction, the same will not invalidate the remaining provisions of this Agreement, which provisions will remain in full force and effect.

I HAVE CAREFULLY READ, CLEARLY UNDERSTAND, AND VOLUNTARILY SIGN THIS AGREEMENT. IT IS MY INTENTION TO EXEMPT AND RELIEVE THE COMMUNITY, TAYLOR MORRISON OF FLORIDA, INC., AND THE MANAGEMENT COMPANY, OR ANY OF THEIR EMPLOYEES, AGENTS, OFFICERS, DIRECTORS, SHAREHOLDERS AND ANY OTHER PERSON OR ENTITIES ACTING IN ANY CAPACITY ON THEIR BEHALF, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE, OR ANY OTHER CAUSE. BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE I WILL BE GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.

By signing below, I acknowledge that I have read and fully understand the foregoing Agreement, and I hereby voluntarily and intentionally waive any right I may have to a trial by jury with respect to any litigation (including, but not limited to, any claims, cross-claims, counter-claims, or third party claims) arising out of, under, or in connection with this Agreement or between the parties to this Agreement, their affiliates, subsidiaries, successors, or assigns and irrespective of whether such litigation arises out of this Agreement, by statute, or as a matter of tort law and the parties hereto expressly consent to a non-jury trial in the event of any of the foregoing.

Print Name of Owner: _____

Owner's Signature: x_____

Print Name of Second Owner: _____

Owner's Signature: x_____

Date: _____

Mailing Address: _____

City: _____ State: _____

Zip: _____ Phone Number: _____

Names of Children in Household/Date of Birth

_____ _____

_____ _____

_____ _____

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WOODLAND PARK HOMEOWNERS ASSOCIATION, INC.

Community Amenity Access Information Form

Please provide the information below to enable us to program your entry into the Woodland Park Amenity Center.
This completed form must be returned to Pope Properties, Inc., 438 Interstate Court, Sarasota, FL 34240

Owner Name(s): _____ Email: _____

Property Address: _____ Phone: _____

One key fob will be provided free of charge to each home. You may purchase up to 3 additional key fobs from the Management Company at an additional cost of $50 each. Lost or damaged key fobs may be replaced at a cost of $50 per fob. Return this completed form and a check made payable to **Woodland Park Homeowners Association, Inc.** (address below). Any lost key fobs will be deactivated.

Initial for Receipt of Bathroom Key _____

OWNERS ARE RESPONSIBLE FOR PROVIDING KEYS TO TENANTS. KEYS WILL NOT BE PROVIDED DIRECTLY TO A TENANT.

_____
Owner Signature(s) Date

_____
Owner Signature(s) Date

For Office Use Only

Key Fob # Issued

_____ _____ _____ _____

Management Co. SIGNATURE: _____ DATE: _____

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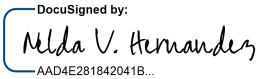
Certificate Of Completion

Envelope Id: A5E8D1DC13134CBCA9BD7E1EFFBAD0DA
Status: Completed
Subject: Q-84721- Hernandez LOT#533 HOA BY LAWS AND DISCLOSURES
Source Envelope:
Document Pages: 178
Signatures: 1
Certificate Pages: 5
Initials: 0
AutoNav: Enabled
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Signer Events	Signature	Timestamp
Nelda V. Hernandez exclusivesales0517@gmail.com Security Level: Email, Account Authentication (None)	DocuSigned by:  AAD4E281842041B... Signature Adoption: Pre-selected Style Using IP Address: 47.202.192.87 Signed using mobile	Sent: 9/18/2021 2:44:30 PM Resent: 9/18/2021 2:48:53 PM Viewed: 9/18/2021 2:59:29 PM Signed: 9/18/2021 2:59:49 PM
Electronic Record and Signature Disclosure: Accepted: 9/18/2021 2:59:29 PM ID: 9d39a46c-f90e-4e7d-800a-25e1e567eb93		

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp
Taylor Morrison NFL taylormorrisonnfl@taylormorrison.com Reviewed by VM Taylor Morrison Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/18/2021 2:59:51 PM
Contract Library scl@taylormorrison.onmicrosoft.com Taylor Morrison Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign	COPIED	Sent: 9/18/2021 2:59:51 PM

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	9/18/2021 2:44:30 PM
Certified Delivered	Security Checked	9/18/2021 2:59:29 PM
Signing Complete	Security Checked	9/18/2021 2:59:49 PM
Completed	Security Checked	9/18/2021 2:59:51 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES ("DISCLOSURES")

By your optional election below to accept this electronic records delivery system in connection with our business relationship,* our family of related and affiliated entities, including but not limited to our Taylor Morrison® and Darling Homes® branded operations in the U.S. (collectively hereafter, "**we**", "**us**", "**our**" or the "**Company**") is or may be required by law to provide to you certain written notices or disclosures for acknowledgement prior or subsequent to its delivery of Electronic Records (defined below) for e-signatures. This may include, by way of example only, any non-recordable notices, contracts of any type or scope (including exhibits, amendments and addenda thereto), consents, minutes, confidentiality agreements, proposals, releases, acknowledgements or similar such instruments, as well as any written notices, authorizations, and disclosures whether required by law or policy that remain subject to change (collectively, hereafter the "**Electronic Records**"). Described below are the prerequisite terms and conditions by which the Company will be able to deliver such Electronic Records through your DocuSign, Inc. (DocuSign) Express user account and you expressly agree to such delivery, absent which we would not be able to use this delivery method.

Please first carefully and thoroughly read the information below and only if you can access this information electronically to your satisfaction and agree to your ability to comply to these terms and conditions, please confirm your agreement by clicking the ***'I agree'*** button at the bottom of this document.* ***Important Note:*** *All parties to a subject transaction's Electronic Records must mutually agree to receiving Electronic Records. If not an unanimous election by all parties, we will provide you with paper copies only and we will be unable to honor your election to receiving Electronic Records.*

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an active authorized user of the DocuSign system, you will have the ability to and we strongly encourage you to download and print any documents we send to you on your own through your DocuSign user account for a limited period of time (usually 30 days) after such Electronic Records are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, we will waive the per-page fee for a reasonable number of requests. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your Prior Consent

If you decide to receive Electronic Records, you may at any time subsequently change your mind and tell us that thereafter you want to receive such Electronics Records only in paper format (**Non-Electronic Records**). The specific manner you must inform us of your decision to no longer receive future Electronic Records and withdraw your consent is described below.

Consequences of changing

If you elect to receive future records only as Non-Electronic Records and exclusively in paper format, it is reasonable to assume that it will slow the speed at which we can complete certain steps in transactions in which you are involved and delivering services to you because we will first need to manually send Non-Electronic Records to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper Non-Electronic Records. To indicate to us that you are changing your mind, you must expressly withdraw your

consent using the DocuSign **'Withdraw Consent'** form on the signing page of your DocuSign account. This will indicate to us that you have *withdrawn* your consent to receive Electronic Records from us, and by your own election, you will **no longer be able to use your DocuSign Express user account** to receive Electronic Records from us or to electronically sign documents from us.

All Electronic Records will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all Electronic Records, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any Electronic Records, during the term of our relationship, we strongly prefer to consistently provide all of the Electronic Records to you by the same method and to the same e-mail address that you have given us. Thus, you should elect to receive everything either by Electronic Records or by Non-Electronic Records. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the potential consequences of your election not to receive Electronic Records from us.

How to contact the Company:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive Electronic Records as follows:
To contact us by phone, call: +1.480.840.8100.
Website:
Taylor Morrison - http://www.taylormorrison.com/contact-us/question
Darling Homes - http://www.darlinghomes.com/contact-us/question

To advise the Company of your new e-mail address

To let us know of a change in your e-mail address where we should now send Electronic Records to you, you must send an e-mail message to us at and in the body of such request you must include details as to: your previous e-mail address, your new e-mail address and effective date regarding same. We do not require any other information from you to change your e-mail address.
In addition, you must notify DocuSign, Inc. to arrange for your new e-mail address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from the Company

To request delivery from us of paper copies of Electronic Records previously provided by us to you, you must send us an e-mail to and in the body of such request you must state your e-mail address, full name, mailing address, and telephone number.

To withdraw your consent with the Company

To inform us that you no longer want to receive future Electronic Records and wish to change to Non-Electronic Records, you may:

i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, mailing address, telephone number, and account number. We do not need any other information from you to withdraw consent. The consequences of your withdrawing consent for Electronic Records will be that transactions may take a longer time to process.

Required hardware and software

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
E-mail:	Access to a valid e-mail account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an e-mail message at the e-mail address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to Electronic Records that we will provide to you, please verify that you were able to read these Disclosures and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail Electronic Records, inclusive of these Disclosures, and consented to an e-mail address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving Electronic Records exclusively in electronic format on the terms and conditions described above, please let us know by clicking the **'I agree'** button below.

By checking the 'I Agree' box, I confirm that:

- I have reviewed this Disclosure and consent to transact business using electronic communications to receive notices and disclosures and to utilize electronic signatures in lieu of using paper documents.
- I can print on paper this Disclosure or save or send this Disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify the Company as described above, I consent to receive from them exclusively through electronic means all Electronic Records described above, and other documents that are required to be provided or made available to me by the Company during the course of my relationship with you.