

**PREPARED BY AND RETURN TO:**

Nathan A. Frazier, Esq.  
Frazier & Bowles, Attorneys at Law  
202 S Rome Ave., Suite 125  
Tampa, FL 33606

**COMMUNITY DECLARATION  
FOR  
FAIRWAY POINTE  
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**Exhibits:**

- Exhibit 1 — Legal Description
- Exhibit 2 — Articles of Incorporation
- Exhibit 3 — Bylaws
- Exhibit 4 — Environmental Resource Permit

**COMMUNITY DECLARATION  
FOR  
FAIRWAY POINTE**

THIS COMMUNITY DECLARATION FOR FAIRWAY POINTE COMMUNITY ASSOCIATION, INC. (this "**Declaration**") is made this 2nd day of May, 2023, by William Ryan Homes Florida, Inc., a Florida corporation and HDP FAIRWAY PALMS, LLC, a Delaware limited liability company (collectively, the "**Declarant**"), joined by the FAIRWAY POINTE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "**Association**").

**WHEREAS THE ORIGINAL DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FAIRWAY POINTE HAS OR WILL BE ACCEPTED BY HILLSBOROUGH COUNTY AND THE SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT AS PART OF A COMPREHENSIVE DEVELOPMENT PLAN FOR THE LAND DESCRIBED IN EXHIBIT 1.**

WHEREAS the Declarant is the record title owners of the real property located in Hillsborough County, Florida, more particularly described on Exhibit I attached hereto and incorporated herein by reference ("**FAIRWAY POINTE**").

WHEREAS the Declarant hereby desires to subject FAIRWAY POINTE to the covenants, conditions and restrictions contained in this Declaration.

WHEREAS this Declaration is a covenant running with all of the land comprising FAIRWAY POINTE, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration.

WHEREAS FAIRWAY POINTE is a portion of a master planned residential community known as The Villages at Cypress Creek (the "**Master Community**") as more particularly described in that certain Declaration of Covenants, Conditions, and Restrictions for the Villages at Cypress Creek, recorded in O.R. Book 5084, Page 005 of the Public Records of Hillsborough County, Florida (as no or subsequently amended, modified, restated, replaced or supplemented, the "**Master Declaration**").

WHEREAS FAIRWAY POINTE is subject to the Master Declaration and the jurisdiction of the Master Association.

WHEREAS the Association constitutes a "Project Association" (as defined in the Master Declaration), and is being formed pursuant to the Master Declaration and has concurrent and supplemental jurisdiction with the Master Association.

NOW THEREFORE, in consideration of the premises and mutual covenants contained in this Declaration, the Declarant hereby declares that every portion of FAIRWAY POINTE is to be held, transferred, sold, conveyed, used and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, charges and liens hereinafter set forth.

1. **Recitals.** The foregoing recitals are true and correct and are incorporated into and form a part of this Declaration.
2. **Definitions.** In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

“**Abatement**” shall mean the act of the Association affirmatively fixing or remedying a condition, violation, or maintenance issue that was otherwise another person’s or entity’s responsibility to fix. Abatement costs, fees, services, charges, or expenses incurred by the Association in abating an issue may be charged back to the entity originally responsible to act or prevent the condition, violation, or maintenance issue from occurring in the first place.

“**ACC**” shall mean the Architectural Control Committee for FAIRWAY POINTE established pursuant to Section 15.1 hereof.

“**Active Adult Community**” shall mean a community which provides for a minimum age requirement of 55 years of ages, complies with the “housing for older persons” exemption of the Fair Housing Act (as hereinafter defined) and may therefore, prohibit families with children nineteen (19) years of age or younger from residing therein. As set forth in LDC Sec. 4.02.08 C.2.d: this age restricted 55 plus Development prohibits the permanent occupancy of a resident under the age of 55. This deed restriction is irrevocable for a period of at least 30 years.

“**Articles**” shall mean the Articles of Incorporation of the Association filed with the Florida Secretary of State in the form attached hereto as **Exhibit 2** and made a part hereof, as amended from time to time.

“**Assessments**” shall mean any assessments made in accordance with this Declaration and as further defined in Section 13 hereof.

“**Association**” shall mean FAIRWAY POINTE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

“**Board**” shall mean the Board of Directors of the Association.

“**Builder**” means any person or entity other than the Declarant who (i) holds title to a Lot prior to, during and until completion of construction of a Home thereon (as evidenced by issuance of a certificate of occupancy) and prior to the sale or lease/rental of such Home to a third party, (ii) is duly licensed, either itself or through an affiliated entity, to perform construction services, and (iii) is approved by the Declarant in writing as a Builder. The term “Builders” shall collectively mean all persons or entities if and to the extent they hold title to a Lot or other property within FAIRWAY POINTE, together with, any the respective affiliates of such entities and/or any entity who holds property as a “landbanker” for any entity that otherwise qualifies as a Builder, so long as such “landbanker” is approved, in writing, as a Builder. The term Builder shall also include (i) affiliates of a Builder, and (ii) an entity that acquires title to any Lot(s) that has entered in to an option agreement to hold title to the Lots and convey same at a future date to a Builder for ultimate construction of a Home thereon (e.g., a land bank entity).

“**Bylaws**” shall mean the Bylaws of the Association in the form attached hereto as **Exhibit 3** and made a part hereof, as amended from time to time.

“**Common Areas**” shall mean all real property interests and personalty within FAIRWAY POINTE designated as Common Areas from time to time by the Declarant, if any, or by a Plat (as defined herein), or by this Declaration, a Supplemental Declaration, or by a recorded amendment to this Declaration and provided for, owned, leased by, or dedicated to, the common use and enjoyment of the Owners within FAIRWAY POINTE. The Common Areas may include, without limitation, open space areas, internal buffers, entrance features, perimeter buffers, landscaped areas, irrigation facilities, Mail Systems (as defined below) and project signage. NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF “COMMON AREAS” AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY BIND, OBLIGATE OR LIMIT THE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION. THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN THE DECLARANT’S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED BY THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION OF SUCH ITEM AND CONVEYANCE OF ANY SUCH ITEM TO THE ASSOCIATION.

“**Community Completion Date**” shall mean the date upon which all Homes in FAIRWAY POINTE, as ultimately planned and as fully developed, have been conveyed by the Declarant and/or Builders to Owners.

“**Community Standards**” shall mean such architectural and design standards, if any, established by the Declarant, Board, or the ACC pursuant to Section 15.5 hereof, and as may be amended, supplemented and/or otherwise modified from time to time.

“**Contractors**” shall have the meaning set forth in Section 15.12.2 hereof.

**“County”** shall mean Hillsborough County, Florida.

**“Declarant”** shall mean, collectively, William Ryan Homes Florida, Inc., a Florida corporation and HDP FAIRWAY PALMS, LLC, a Delaware limited liability company or any successor or assign who has or takes title to any portion of the property described in **Exhibit 1** for development and/or sale and who is designated as the Declarant in a written instrument which the immediately preceding Declarant executes. The Declarant shall have the right to assign all or a portion of any rights granted to the Declarant in this Declaration. The Declarant shall also have the right to assign all or a portion of any obligations of the Declarant in this Declaration. Except as otherwise expressly provided in the instrument of partial assignment, in the event of a partial assignment of some, but not all, of the Declarant's rights and/or obligations, the assignee shall not be deemed the Declarant hereunder, but may exercise only those rights, or shall be responsible for only those obligations of the Declarant, assigned to such assignee. Additionally, any partial assignee that does not assume all of the obligations of the Declarant shall not be deemed the Declarant, unless otherwise provided.

**“Declaration”** shall mean this COMMUNITY DECLARATION FOR FAIRWAY POINTE, together with all amendments, supplements, and modifications thereof.

**“Electronic Transmission”** shall mean any form of communication, not directly involving the physical transmission or transfer of paper, which creates a record that may be retained, retrieved, and reviewed by a recipient and which may be directly reproduced in a comprehensible and legible paper form by such recipient through an automated process. Examples of Electronic Transmission include, without limitation, telegrams, facsimile transmissions, and text that is sent via electronic mail between computers. Electronic Transmission may be used to communicate with only those members of the Association who consent in writing to receiving notice by Electronic Transmission. Consent by a member to receive notice by Electronic Transmission shall be revocable by the member only by delivery of written notice to the Board.

**“FAIRWAY POINTE”** shall have the meaning set forth in the recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration.

**“Governing Documents”** shall mean this Declaration, the Articles, the Bylaws, the Rules and Regulations, the Community Standards, the policies of the Association, and any other written document or other written applicable Supplemental Declarations, all as amended from time to time.

**“Home”** shall mean a residential dwelling and appurtenances thereto constructed on a Lot within FAIRWAY POINTE. The term Home may not reflect the same division of property as reflected on the Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Occupancy for such residence; provided, however, the subsequent loss of such Certificate of Occupancy (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of an Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.

**“Immediate Family Members”** shall mean regardless of actual or perceived sexual orientation, gender identity, or legal marital status, the individuals living as a family unit in the Home, including, without limitation, the Owner's child, spouse or domestic partner, parent, grandparent, or any other person living in the Home who qualifies as a "Family Member" as defined under FHA Single Family Housing Policy Handbook 4000.1. No person shall qualify as an Immediate Family Member unless such person is living with the Owner within the Home. All references to "family members" of Owners used in this Declaration shall mean **“Immediate Family Members.”**

**“Individual Assessments”** shall have the meaning set forth in Section 13.2.5 hereof.

**“Initial Contribution”** shall have the meaning set forth in Section 13.11 hereof.

**“Installment Assessments”** shall have the meaning set forth in Section 13.2.1 hereof.

**“Lender”** shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Lot or Home or (ii) the Declarant, Builders and their affiliates, to the extent the Declarant, Builders or their affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

**“Lessee”** shall mean the lessee named in any written lease respecting a Home who is legally entitled to possession of any Home within FAIRWAY POINTE.

**“Lot”** shall mean any platted lot shown on the Plat. The term “Lot” includes any interest in land, improvements, or other property appurtenant to the Lot, including, without limitation, a Home.

**“Master Association”** shall mean The Villages at Cypress Creek Master Property Owners Association, Inc., a Florida not-for-profit corporation, its successors, and assigns.

**“Master Association Assessment”** shall have the meaning set forth in Section 13.23 hereof.

**“Master Common Area”** shall mean the Master Community “Common Area” as such term is defined in the Master Declaration. Some components that are typically considered “Common Area” of a development of this nature may instead be designated herein as part of the Master Common Area, EACH PERSON BY ACCEPTANCE OF A DEED TO A LOT HEREBY ACKNOWLEDGES AND AGREES THE MASTER COMMON AREA ARE NOT COMMON AREA OWNED AND CONTROLLED BY THE ASSOCIATION AND FURTHER WAIVES ANY CLAIM OR RIGHT TO HAVE ANY PORTION OF THE MASTER COMMON AREA BE CONSIDERED AS COMMON AREA OF THE ASSOCIATION.

**“Master Declaration”** shall mean the Declaration of Covenants, Conditions, and Restrictions for the Villages at Cypress Creek, recorded in the Official Records Book 5084, Page 005, as now or may be subsequently amended, modified, restated, replaced, or supplemented. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER DECLARATION AND THE GOVERNING DOCUMENTS, THE MASTER DECLARATION SHALL CONTROL.

**“Master DRC”** shall mean the Design Review Committee (as defined in the Master Declaration) of the Master Association established pursuant to the Master Governing Documents (as defined herein).

**“Master Plan”** shall mean collectively any full or partial concept plan for the development, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by the Declarant as to the development of FAIRWAY POINTE, as the Declarant reserves the right to amend all or part of FAIRWAY POINTE or the Master Plan from time to time.

**“Operating Expenses”** shall mean all actual and estimated costs and expenses of operating the Association as provided herein. Operating Expenses may include, without limitation, the following: all costs of ownership, maintenance, operation, and administration of the Common Areas, including, without limitation, all amounts payable by the Association under the terms of this Declaration; all costs of community lighting including up-lighting and entrance; amounts payable to a Telecommunications Provider for Telecommunications Services furnished to Owners; costs of utilities, taxes, insurance, bonds, salaries and management fees; professional fees; service costs; costs of supplies; maintenance, repair, replacement, and refurbishment costs; all amounts payable in connection with Association sponsored social events; and any and all costs relating to the discharge of the Association's obligations hereunder, or as determined to be part of the Operating Expenses by the Board. By way of example, and not of limitation, Operating Expenses shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration. Notwithstanding anything to the contrary herein, Operating Expenses shall not include Reserves (as defined herein).

**“Owner”** shall mean the record title owner (whether one or more persons or entities) of fee simple title to any Lot. The term “Owner” shall not include the Declarant or Builders, even after the Turnover Date, subject to Section 20.21 below. As detailed in Section 20.21 below, in the event a Home is owned by a Builder and then rented for occupancy by a Lessee in exchange for the payment of rent, then such Builder shall immediately notify the Board of same, and such Builder shall no longer be deemed a “Builder” but shall thereafter be deemed an “Owner” as to the rented Home and for purposes of this Declaration, commencing with the rental of the Home for occupancy by the Lessee. Builders shall otherwise retain their rights under this Declaration.

**“Party Wall”** shall mean any fence or wall built as part of the original construction of two or more single family attached Homes that is placed on the dividing line or platted line between the Lots of such Homes.

**“Parcel”** shall mean a platted or unplatted lot, tract, unit or other subdivision of real property upon which a Home has been, or will be, constructed. Once improved, the term Parcel shall include all improvements thereon and appurtenances thereto. The term Parcel, as used herein, may include more than one Lot.

**“Plat”** shall mean any plat of any portion of FAIRWAY POINTE filed in the Public Records, from time to time. This definition shall be automatically amended to include any replat or the plat of any additional phase of FAIRWAY POINTE, as such phase is added to this Declaration.

**“Public Records”** shall mean the Public Records of the County.

**“Reserves”** shall have the meaning set forth in Section 13.2.4 hereof.

**“Rules and Regulations”** shall mean the Rules and Regulations governing FAIRWAY POINTE as may be adopted by the Declarant and/or the Board from time to time. Amendments to the Rules and Regulations may be adopted separately by the Declarant or the Board, as applicable, pursuant to the requirements for adopting amendments to the Declaration as provided below, and such amendment to the Rules and Regulations may be recorded in the Public Records, but only as required by the Florida Statutes as amended from time to time or at the discretion of the Board. Nothing herein shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of FAIRWAY POINTE from containing additional restrictions or provisions that are more restrictive than the Rules and Regulations. The Association shall have the right to take enforcement action against any Owner to compel compliance with the Rules and Regulations. The Rules and Regulations may be incorporated in the Community Standards or may be adopted separately by the Declarant or the Board, as applicable.

**“Special Assessments”** shall mean those Assessments more particularly described as Special Assessments in Section 13.2.2 hereof.

**“Supplemental Declaration”** shall mean and refer to an instrument filed in the Public Records pursuant to Section 22 which subjects additional property to this Declaration, designates neighborhoods or service areas, creates additional classes of members, and/or imposes, expressly or by reference, additional restrictions and obligations on the land described in such instrument. The Declarant may, by Supplemental Declaration, create additional classes of membership with such rights, privileges and obligations as may be specified in such Supplemental Declaration, in recognition of the different character and intended use of the property subject to such Supplemental Declaration. A Supplemental Declaration is deemed to be an amendment to this Declaration.

**“Surface Water Management System”** or **“SWMS”** 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, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges from the system, as permitted pursuant to Chapters 62-330, Florida Administrative Code (**“F.A.C.”**). The Surface Water Management System may include, but is not limited to: inlets, littoral areas, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, wetland mitigation areas, drainage easements, underdrains, and filtration systems. The Surface Water Management System is owned by the Association as Common Area.

**“SWFWMD”** shall mean the Southwest Florida Water Management District.

**“SWFWMD Permit”** means any and all permits issued by the Southwest Florida Water Management District (**“SWFWMD”**) applicable to the Property, as may be amended or modified from time to time. A copy of the SWFWMD Permit is attached hereto as **Exhibit 4**.

**“Telecommunications Provider”** shall mean any party contracting with the Association to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers.

**“Telecommunications Services”** shall mean any delivered entertainment services, if provided, or none at all; all services that are typically and in the future identified as telecommunication services; cable television services; and data transmission services. Without limiting the foregoing, such Telecommunications Services may include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

**“Title Documents”** shall have the meaning set forth in Section 20.8 hereof.

**“Turnover”** shall mean the transfer of operation of the Association by the Declarant to Owners.

**“Turnover Date”** shall mean the date on which transition of control of the Association from the Declarant to Owners and Builders occurs.

**“Use Fees”** shall have the meaning set forth in Section 13.2.3 hereof.

**“Voting Interest”** shall mean and refer to the appurtenant vote(s) of each Lot and/or Parcel located within the FAIRWAY POINTE, which shall include the voting interests of the Declarant and Builders.

3. **Plan of Development.**

3.1 Plan. The planning process for FAIRWAY POINTE is an ever evolving one and must remain flexible in order to be responsible to and accommodate the needs of the community. Subject to the Title Documents, Master Declaration, and other Agreements (as defined herein), the Declarant may and has the right to develop FAIRWAY POINTE and adjacent property owned by the Declarant into residences, that may be comprised of homes, villas, coach homes, townhomes, patio homes, single-family homes, estate homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, and Declarant shall also have the right to amend the Governing Documents to accommodate the foregoing. The existence at any point in time of walls, landscape screens, fences, buffers, or berms on any of the portions of FAIRWAY POINTE is not a guaranty or promise that such items will remain or form part of FAIRWAY POINTE as finally developed. Currently, Declarant intends to develop townhomes throughout the FAIRWAY POINTE community to be a substantially maintenance free, age 55 and over community.

3.2 Governing Documents. The Governing Documents create a general plan of development for FAIRWAY POINTE that may be supplemented by additional covenants, restrictions and easements applicable to any portion of FAIRWAY POINTE. In the event of a conflict between or among the Governing Documents and the additional covenants or restrictions, and/or the provisions of any other articles of incorporation, bylaws, rules or policies, the Governing Documents shall control. Nothing in this Section shall preclude any Supplemental Declaration or other recorded covenants applicable to any portion of FAIRWAY POINTE from containing additional restrictions or provisions that are more restrictive than the provisions of this Declaration. All provisions of the Governing Documents shall apply to all Owners, Builders, and to all occupants of Homes, as well as their respective Lessees, guests, and invitees. Any Lease Agreement (as defined below) for a Home within FAIRWAY POINTE shall provide that the Lessee and all occupants of the leased Home shall be bound by the terms of the Governing Documents. Specific requirements for Lessees are set forth in this Declaration. If there is any conflict between the Declaration, the Articles, the Bylaws, the Community Standards, the Rules and Regulations, the policies of the Association, and the provisions of Florida law as it exists as of the date of recording this Declaration, then the provisions of the Declaration, the Bylaws, the Articles, the Community Standards, the Rules and Regulations, and the policies of the Association, in that order, shall prevail, unless prohibited by Florida law. If there is any conflict between the provisions of the Governing Documents and the Master Declaration, the provisions of the Master Declaration shall prevail.

3.3 Site Plans and Plats. Site plans, construction plans or the Plat(s) may identify some of the Common Areas within FAIRWAY POINTE. The description of the Common Areas on the Plat or site plans is subject to change and the notes on a Plat are not a guarantee of what improvements will be constructed as Common Areas. Site plans and renderings used by the Declarant or Builders in their marketing efforts may illustrate the types of improvements that may be constructed as Common Areas but such site plans are not a guarantee of what improvements will actually be constructed as Common Areas. Each Owner should not rely on the Plat or any site plans used for illustration purposes as this Declaration governs the rights and obligations of the Declarant and Owners with respect to the Common Areas. The Declarant shall have the unrestricted right, without approval or joinder of any other person or entity, to replat all or any part of FAIRWAY POINTE owned by the Declarant (or with the joinder of the record title owner) or reconfigure any Lot or other land owned by the Declarant (or with the joinder of the record title owner), for purposes including, without limitation, extending or relocating any right-of-way shown on the Plat or converting any Lot or portion thereof to use as a right-of-way, provided the Declarant owns the lands (Declarant obtains the joinder of the record title owner of such lands) affected by or subject to such change.

3.4 Adjacent Uses; Disclosure. Each Owner, by acceptance of title to a Home, agrees, understands, acknowledges, and accepts that property in close proximity and/or immediately adjacent and/or in close proximity to FAIRWAY POINTE may be used for other purposes, residential purposes, or even commercial purposes, including, without limitation, golf courses, potential multifamily development, high density residential developments, commercial developments, apartment, office and retail development. The Declarant and/or the Association may enter into easement agreements, licenses or other use or cost-sharing agreements whereby the Owners, the Association, and/or members of the public outside of FAIRWAY POINTE may obtain the use, possession of, or other rights regarding certain property within or adjacent to FAIRWAY POINTE, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain certain portions of the adjacent property and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Further, each Owner acknowledges and agrees that all property adjacent to or in the vicinity of

FAIRWAY POINTE, is subject to development and redevelopment that may change its use and character from time to time existing.

3.5 Master Governing Documents. FAIRWAY POINTE is subject to the Master Governing Documents. Pursuant to the Master Declaration, each Owner shall be a member of the Master Association. Each Owner, by acquiring title to a Lot, will be subject to the terms and conditions of the Master Governing Documents, as amended and supplemented from time to time. To the extent required by the Master Declaration, each Owner, in addition to ACC approval, must also obtain approval of the Master DRC for any and all improvements, architectural or design changes to the Home and/or Lot. The Master Governing Documents contain certain rules, regulations, conditions, and restrictions relating to the use of FAIRWAY POINTE (including Lots and Homes). Among the powers of the Master Association is the power to assess each Owner for assessments as set forth in the Master Declaration, including, without limitation, annual assessments, special assessments, individual assessments, and other charges imposed by the Master Declaration, all as more particularly provided and defined in the Master Declaration, and to impose and foreclose liens upon each Lot in the event such assessments are not paid when due, all in accordance with and as more particularly provided in the Master Declaration.

THE ASSOCIATION AND EACH OWNER SHALL BE BOUND BY AND COMPLY WITH THE MASTER GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS ARE SUBORDINATE TO THE MASTER GOVERNING DOCUMENTS. IN THE EVENT OF ANY CONFLICT BETWEEN THE MASTER GOVERNING DOCUMENTS AND THE GOVERNING DOCUMENTS, THE MASTER GOVERNING DOCUMENTS SHALL CONTROL. Generally, the provisions of this Declaration and the Master Declaration which address the same subject matter shall all apply to the extent such provisions do not directly contradict one another. In the event there is a direct contradiction in the provisions of this Declaration and the Master Declaration, the Master Declaration shall control; provided, however, it shall not be considered a contradiction or a conflict to the extent this Declaration provides additional restrictions, terms, conditions, and details on concepts otherwise addressed in or contemplated by the Master Declaration. To the extent any provision in the Master Governing Documents expressly requires the consent and/or approval of the "Declarant" (as defined by the Master Declaration) or the Master Association, such provisions in the Master Governing Documents shall govern.

3.6 Adjacent Golf Course Disclosure.

3.6.1 Waiver and Disclaimer Regarding Golf Course. Each Owner of a Lot acknowledges that FAIRWAY POINTE is located adjacent to a golf course. The Declarant and the Association are not affiliated with the Golf Course. The Declarant and the Association make no representations as to the future ownership and land use of the adjacent golf course or of its possible future improvements or modifications. Each Owner of a Lot, by acceptance of a deed to a Lot, whether or not it shall be so expressed in such deed, is hereby deemed to acknowledge and accept the inherent risks associated with living near or adjacent to a golf course, which risks include, without limitation: (i) maintenance on the golf course may begin early in the morning and extend late into the evening; (ii) the golf course will be heavily fertilized, and the maintenance of the golf course may require the use of additional chemicals and pesticides; (iii) the golf course may be watered with reclaimed water; (iv) noise from golfers, golf carts, music, events and maintenance equipment; and (v) golf balls are not susceptible of being easily controlled and accordingly may enter a Lot or airspace above a Lot, strike persons or property causing personal injury and property damage. The Declarant, the Association, and their respective officers, partners, agents, employees, affiliates, directors, shareholders, representatives, members, and attorneys (collectively, "Indemnified Parties"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (i) any invasion of the Owner's use or enjoyment of the Lot, (ii) improper design of the adjacent golf course, (iii) the level of skill of any golfer, or (iv) intrusion, encroachment or trespass by any golf ball or golfer on the Lot, that may result in property damage or personal injury from golf balls (regardless of number). Furthermore, each Owner and occupant of a Lot hereby assumes the risk inherent in owning and/or occupying property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Indemnified Parties harmless from any and all loss arising from claims by such Owner, Lessees, occupants, or other persons using or visiting such Owner's Lot or Home, for any personal injury or property damage.

3.6.2 Assumption of Risk and Indemnification. Each Owner, by its purchase of a Lot in the vicinity of the adjacent golf course, hereby expressly assumes the risk of noise, personal injury, or property damage caused by the use, maintenance, and operation of the golf course amenities including, without limitation: (a) noise from maintenance equipment; noise caused by golfers and other users of the golf course and related amenities; (c) use of pesticides, herbicides and fertilizers; (d) use of effluent in the irrigation or fertilization of any golf course or the grounds of the golf course; (e) reduction in privacy caused by constant user traffic on the golf course or the removal or pruning of shrubbery or trees on the golf course; (f) errant golf balls, golf clubs, and other equipment used at the golf course; and (g) design of the golf course. Each such Owner agrees that neither Declarant, the Association, nor any of their employees or agents shall be liable to Owner or any other person claiming loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment, or any other alleged wrong or entitlement to remedy based upon, due to, arising from, or otherwise related to the proximity of Owner's Lot or Home to the golf course. Owner hereby agrees to indemnify and hold harmless the Indemnified Parties against any and all claims, losses, damages, and causes of action by Owner's Lessees, occupants, and their guests which may arise from the use, operation, or existence of the adjacent golf course. Each Owner is responsible for any Required Repair or replacement caused by an errant golf ball.

3.6.3 View Impairment. Neither the Declarant nor the Association makes any guarantee or representation whatsoever that any view over and across the golf course from Lots or Homes adjacent to the golf course will be preserved without impairment or obstruction. Neither the Declarant nor the Association make any representation or warranty that views existing from a Lot will be preserved, and they assume no responsibility for maintaining landscaping and other improvements or facilities in a particular manner to impact or protect any such views. The payment of any "premium" for a Lot is based solely upon the location of the Lot as of the date of such a view. Any view which may be perceived to exist from a Lot may be impaired or blocked by the construction of other Lots and Homes, other improvements and landscaping within FAIRWAY POINTE, or on property adjacent to FAIRWAY POINTE.

3.7 Special Provisions Regarding Golf Club. It is acknowledged that Cypress Creek Golf Club (the "**CLUB**") is operated on property that is contiguous to portions of the land described in Exhibit C attached hereto. The following provisions shall apply with respect to the CLUB:

3.7.1 An easement over, under, upon, and across all or any portion of the land described in Exhibit C is hereby granted and established in favor of the owner of the CLUB, and the employees, contractors, members, guests, and invitees of the CLUB, to permit the doing of every act necessary and/or incidental to the playing of golf and the maintenance and operation of the golf course within the property comprising the CLUB. These acts shall include, but are not limited to, the recovery of golf balls from any Privately Owned Site, the flight of golf balls over and upon any Privately Owned Site, the use of necessary and usual equipment upon the golf course within the CLUB, the usual and common noise level created by the playing of the game of golf and/or the maintenance of the golf course, together with all other common and usual activities associated with the game of golf and the operation of a golf course and country club. The owner of the CLUB and DECLARANT shall have no liability or obligation with respect to any damages resulting from or arising out of the playing of golf within the CLUB, including any damage caused by any golf balls hit by any person playing golf on the golf course within the CLUB.

3.7.2 No Owner of any Privately Owned Site shall have any right by virtue of such ownership to the use of the golf course, clubhouse or any other improvements or facilities within the CLUB by virtue of such ownership, and no such Owner shall have any right by virtue of his ownership to purchase any membership in the CLUB. The owner of the CLUB shall have the right to determine from time to time, and at any time, in such owner's sole discretion, the manner in which the golf course, clubhouse and other improvements and facilities within the CLUB will be made available for use, and the owner of the CLUB may make such facilities open and available to the public for such fees and charges as the owner of the CLUB may determine from time to time in his sole discretion, or may establish annual memberships, or may establish permanent memberships on such terms and conditions as the owner of the CLUB deems desirable in his sole discretion, and no Owner of any Privately Owned Site shall have the right or priority by the owner of the CLUB in his or her sole discretion. In particular, and without limitation, the owner of the CLUB

reserves the right, but shall not have the obligation, to make the CLUB a private club and to limit the number of memberships in the owner's sole discretion.

3.8 Sub-Dividing Land. Except as otherwise provided herein, the Declarant has the right in its sole discretion to cause or permit the subdivision, platting, or division of all or any part of FAIRWAY POINTE. With the approval of any Lender of the applicable portion of FAIRWAY POINTE, the Declarant and Declarant's affiliates are permitted to subdivide, plat or subject any portion of FAIRWAY POINTE to the condominium or cooperative form of ownership at any time, in its sole discretion without the approval of any Owner, Association, or the ACC. The Declarant will work with all Builders to assist in any necessary subdividing or platting scenarios.

4 Binding Effect and Membership.

4.1 Term. Subject to the Declarant's right to amend this Declaration prior to Turnover and the Association's right to amend this Declaration after Turnover, the covenants, conditions, and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded in the Public Records, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of thirty (30) years, or may otherwise be preserved, revitalized pursuant to Chapter 720 and Chapter 712 of the Florida Statutes, as amended from time to time, for successive periods of thirty (30) years, or other such longer term as provided by Florida law, unless prior to a renewal term, an instrument is signed by an officer of the Association on behalf of eighty percent (80%) of the total Voting Interests agreeing to terminate this Declaration, and has been recorded in the Public Records. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change.

4.2 Transfer. The transfer of the fee simple title to a Home or Lot, whether voluntary or by operation of law, terminating an Owner's or Builder's title to that Home or Lot, shall terminate the rights to use and enjoy the Common Areas and shall terminate such Owner's or Builder's membership in the Association with respect to such Home or Lot. An Owner's or Builder's rights and privileges under this Declaration are not assignable separately from a Lot. The record title owner of a Lot is entitled to the benefits of, and is burdened with, the duties and responsibilities set forth in the provisions of, this Declaration. All parties acquiring any right, title, and interest in and to any Lot shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. The transferor of any Lot, whether a Builder or an Owner, shall remain jointly and severally liable with the transferee for all obligations pursuant to this Declaration with respect to such Lot that accrue prior to the date of such transfer, including, without limitation, payment of all Assessments and all other amounts accruing with respect to such Lot prior to the date of transfer.

4.3 Membership and Voting Rights. In addition to the Declarant, upon acceptance of title to a Lot, and as more fully provided in the Articles and Bylaws, each Owner and Builder shall be a member of the Association. Membership rights are governed by the provisions of this Declaration, the Articles, and Bylaws. Membership shall be an appurtenance to, and may not be separated from, the ownership of a Lot. The Declarant rights with respect to membership in the Association are set forth in this Declaration, the Articles, and Bylaws. The Association shall have the following two (2) classes of voting membership:

4.3.1 Class A Members. Class A Members shall be all Owners and Builders. Each Class A Member shall be entitled to one (1) vote for each Lot owned. When more than one person holds an interest in any Lot as an "Owner," all such persons shall be members. The vote for such Lot shall be exercised as such persons determine, but in no event shall more than one (1) vote be cast with respect to any Lot. The Association may require co-Owners or corporate/entity Owners to provide a certificate designating the voting member. The Association may require co-Owners to provide a certificate designating the voting member.

4.3.2 Class B Member. The Declarant shall be the Class B Member and shall be entitled to nine (9) votes for each Lot owned; provided, however, as to land which is annexed or added pursuant to the terms of this Declaration, the Declarant shall be entitled to fourteen (14) votes per acre or fraction thereof contained

within a Parcel, until such time as the Parcel is platted, whereupon the Declarant shall be entitled to nine (9) votes per Lot in lieu of the votes per acre. Notwithstanding the foregoing, from and after the Turnover Date, the Declarant shall be entitled to one (1) vote for each Lot owned. "**Turnover**" shall mean the transfer of operation of the Association by the Declarant to Owners and Builders. The Turnover of the Association by the Declarant shall occur on the Turnover Date at the Turnover meeting. The purpose of the turnover meeting is to elect a majority of the Board. The Association shall notify in writing all Class A Members of the date, location, and purpose of the Turnover meeting. The Turnover shall take place within three (3) months of the occurrence of the following events, whichever occurs earliest:

4.3.2.1 When ninety percent (90%) of the total Lots ultimately planned for FAIRWAY POINTE are conveyed to Owners;

4.3.2.2 When the Declarant makes the election, in its sole and absolute discretion, to give written notice to the Association of its decision to cause the Turnover to occur; or

4.3.2.3 As otherwise required by Section 720.307, Florida Statutes (2022).

4.4 Voting Delegate for Master Association. Pursuant to the Master Declaration, the Association shall appoint one (1) natural person as the Voting Delegate to represent the Association on Master Association matters, and who shall cast votes on behalf of the Owners within FAIRWAY POINTE. Unless otherwise determined by the Board, the President of the Association shall be the Voting Delegate entitled to cast votes with respect to the Master Association. In the event the Voting Delegate is someone other than the President of the Association, the Association shall provide the name of the Voting Delegate to the Master Association at least (1) month prior to the annual meeting of the Master Association. The Voting Delegate shall cast the vote for any Lots subject to the Declaration, as applicable, as the Voting Delegate, in his or her reasonable discretion deems appropriate and may, but shall not be required to, poll or conduct a vote of the other members of the Association.

4.5 Ownership by Entity. In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with the Association. All provisions of this Declaration and other Governing Documents shall apply to both such Owner and the designated occupants.

4.6 Voting Interests. Voting Interests in the Association are governed by this Declaration, the Articles, and Bylaws.

4.7 Document Recordation Prohibited. Neither the Association nor any Owner, Builder, nor group of Owners or Builders, may record any documents that, in any way, affect or restrict the rights of the Declarant or conflict with the provisions of this Declaration or the other Governing Documents.

4.8 Conflicts. In the event of any conflict among this Declaration, the Articles, the Bylaws, or any of the other Governing Documents, including but not limited to a conflict with Chapter 720 of the Florida Statutes, this Declaration shall control, unless prohibited by Florida law.

5. Paramount Right of Declarant. Notwithstanding anything to the contrary herein, prior to the Community Completion Date, the Declarant shall have the paramount right to dedicate, transfer, and/or convey (by absolute conveyance, easement, or otherwise) portions of FAIRWAY POINTE for various public purposes or for the provision of telecommunications systems, or to make any portions of FAIRWAY POINTE part of the Common Areas, or to create and implement a special Taxing District which may include all or any portion of FAIRWAY POINTE. SALES BROCHURES, SITE PLANS, AND MARKETING MATERIALS ARE CURRENT CONCEPTUAL REPRESENTATIONS AS TO WHAT IMPROVEMENTS, IF ANY, WILL BE INCLUDED WITHIN THE COMMON AREAS AS APPLICABLE. THE DECLARANT SPECIFICALLY RESERVES THE RIGHT TO CHANGE THE LAYOUT, COMPOSITION, AND DESIGN OF ANY AND ALL COMMON AREAS, AS APPLICABLE, AT ANY TIME, WITHOUT NOTICE AND AT ITS SOLE DISCRETION.

6. Common Areas.

6.1. General. The Common Areas, if any, shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. The Declarant shall have the right to use and access the Common Areas without interference from any Owner, Builder, or any other person or entity whatsoever. Owners shall have no right in or to any Common Areas referred to in this Declaration unless and until the same are actually constructed, completed, and conveyed, or dedicated to the Association. Prior to the Community Completion Date, the Declarant reserves the absolute right, on behalf of itself and its assigns and designees, to add to, delete from, or modify any of the Common Areas referred to herein at its sole discretion without notice. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements.

6.2. Construction of Common Areas and Improvements. The Declarant anticipates it will construct certain improvements as part of the Common Areas as the Declarant determines in its sole discretion. The Declarant shall be the sole judge of the composition of any Common Area improvements constructed by the Declarant. Prior to the Community Completion Date, the Declarant reserves the absolute right to construct additional Common Area improvements or other improvements within FAIRWAY POINTE, from time to time, in its sole discretion, and to remove, add to, modify, and change the boundaries, facilities, and improvements now or then part of the Common Areas. The Declarant is not obligated to, nor has it represented that it will, construct any Common Area improvements. The Declarant is the sole judge of the Common Area improvements or other improvements constructed by the Declarant or its agents, assigns, or designees, including the plans, specifications, design, location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personal property, color, textures, finishes, changes, or modifications to any of them.

6.3. Use of Common Areas by Declarant. Until the Community Completion Date, the Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by the Declarant.

6.4. Conveyance.

6.4.1. Generally. The Common Areas may be designated by the Plat(s), created by this Declaration or in the form of easements or conveyed to the Association by Quitclaim Deed, or other instrument of conveyance, as determined by the Declarant in its sole and absolute discretion. The Association shall pay all costs of the conveyance at the Declarant's request. The designation of Common Areas, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations, and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold the Declarant harmless on account thereof. The Association, by its joinder to this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Association shall accept any and all transfer of permits from the Declarant, Builders, or any other permittee, of any permit required by a governmental agency in connection with the development of FAIRWAY POINTE, as modified and/or amended. The Association shall cooperate with the Declarant, Builders, or any other permittee of such permits, as modified and/or amended, with any applications, certifications, documents, or consents required to effectuate any such transfer of permits to the Association. THE COMMON AREAS, PERSONAL PROPERTY, AND EQUIPMENT THEREON AND APPURTENANCES THERETO SHALL BE CONVEYED TO THE ASSOCIATION IN "AS IS, WHERE IS" CONDITION WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS, OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED, OR WITH RESPECT TO THE IMPROVEMENTS AND REPAIRS TO BE COMPLETED AFTER THE CONVEYANCE, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR THE ORDINARY OR ANY PARTICULAR PURPOSES, AND WITHOUT ANY REPRESENTATION OR WARRANTIES REGARDING FUTURE REPAIR OR REGARDING THE CONDITION, CONSTRUCTION, ACCURACY, COMPLETENESS, DESIGN, OR ADEQUACY OF THE SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC

PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS OR FURNITURE WHICH HAS BEEN OR WILL BE USED IN SUCH PROPERTY OR REPAIRS EXCEPT AS SET FORTH HEREIN. Notwithstanding the foregoing, any such conveyance or encumbrance of such Common Areas is subject to an irrevocable ingress and egress easement in favor of each Owner and Builder granting access to their respective Lots.

6.4.2. Declarant reserves the right to convey any and all property to the Association at any time, including but not limited to situations where Declarant needs to deed property in the official records of the County to substantiate conveyances or dedications on the Plat, and also in situations where a ministerial error or oversight kept property or taxes in the Declarant's name as opposed to being properly deeded and of record in the Association's name. This right of Declarant extends beyond Turnover, and the Association and its Owners grant the Declarant rights to be the attorney in fact to both convey such property and to also accept such property on the Association's behalf and in the Association's name on behalf of a Turnover board of directors or on behalf of all Owners. The Association will hold Declarant harmless and indemnify Declarant with its not-for-profit status to deal with the tax consequences with the County in such situations.

6.4.3. Common Area Reservations. The Common Areas shall be subject to the following provisions:

6.4.3.1. a perpetual nonexclusive easement in favor of governmental agencies for the maintenance and repair of existing road, speed, and directional signs, if any and as applicable;

6.4.3.2. matters reflected on the Plat(s);

6.4.3.3. perpetual non-exclusive easements in favor of the Declarant, Builders and their successors, and assigns in, to, upon, and over all of the Common Areas or applicable portions of FAIRWAY POINTE for the purposes of vehicular and pedestrian ingress and egress, installation of improvements, utilities, landscaping and/or drainage, without charge, including, without limitation, the right to use such roadways for construction vehicles and equipment. These easements shall run in favor of the Declarant, Builders and their employees, representatives, agents, licensees, guests, invitees, successors and/or assigns;

6.4.3.4. all restrictions, easements, covenants and other matters of record;

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

6.4.3.6. a reservation of right in favor of the Declarant (so long as the Declarant owns any portion of FAIRWAY POINTE) to require the Association re-convey all or a portion of the Common Areas by Quitclaim Deed in favor of the Declarant in the event that such property is required to be owned by the Declarant for any purpose, including, without limitation, the reconfiguration of any adjacent property by replatting or otherwise. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

6.5. Operation after Conveyance. Subject to the Association's right to grant easements and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Turnover, the approval of (a) a majority of the Board; and (b) the consent of the Declarant, or (ii) from and after the Turnover, approval of (a) a majority of the Board; and (b) fifty-one percent (51%) of the Voting Interests present (in person, by proxy, or by ballot) at a duly noticed meeting of the members. A quorum for any meeting of the members for the purpose of any action taken under this Section 6.5 shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

6.6. Paved and Concrete Common Areas. The Common Areas may contain certain paved or concrete areas. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including, but not limited to, private roadways, parking areas, pathways, bicycle paths, and sidewalks (if any). Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work.

6.7. Delegation. Once conveyed or dedicated to the Association, the Common Areas and improvements located thereon, shall at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Association specifically shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). Further, in the event that the Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

6.8. Use.

6.8.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners and Builders on a non-exclusive basis in common with other persons, entities and corporations (who may be, but are not required to be, members of the Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, the Declarant, and thereafter the Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements, or obligations to be performed hereunder.

6.8.2. Right to Allow Use. The Declarant and/or the Association may enter into easement agreements or other use or possession agreements whereby the Owners and/or Builders, Telecommunications Providers, utility providers, natural gas providers, the Association and/or others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Expenses. Any such agreement by the Association prior to the Community Completion Date shall require the prior written consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board, which consent shall not be unreasonably withheld or delayed.

6.8.3. Obstruction of Common Areas. No portion of the Common Areas, as applicable, may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Declarant or the Association.

6.8.4. Assumption of Risk. Without limiting any other provision herein, each Owner accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupancy of

any portion of such Common Areas, including, without limitation: (i) noise from maintenance equipment; (ii) use of pesticides, herbicides and fertilizers; (iii) view restrictions and impairment caused by the construction of any structures and/or the maturation of trees and shrubbery; (iv) reduction in privacy caused by the removal or pruning of shrubbery or trees within FAIRWAY POINTE; and (v) design of any portion of FAIRWAY POINTE. Each Owner expressly indemnifies and agrees to hold harmless the Declarant, Builders and the Association, and all employees, directors, representatives, officers, agents and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including, without limitation, any retention/detention areas, or areas adjacent to any water body, do so at their own risk. BY ACCEPTANCE OF A DEED TO THEIR LOT, EACH OWNER ACKNOWLEDGES THE COMMON AREAS, AND AREAS IN THE VICINITY OF THE COMMON AREAS, MAY CONTAIN WILDLIFE SUCH AS, BUT NOT LIMITED TO, INSECTS, ALLIGATORS, COYOTES, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. THE DECLARANT, THE BUILDERS, THE ASSOCIATION, AND THE MASTER ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH OWNER AND HIS OR HER LESSEES, GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

6.8.5. Owners' Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless the Declarant, the Builders, the Association, and their respective officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "Indemnified Parties") against all actions, injury, claims, loss, liability, damages, costs, and expenses of any kind or nature whatsoever (collectively, "Losses") incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, or any other areas within the Property, including the Lots, which also includes without limitation, use of the Common Areas within FAIRWAY POINTE by Owners, their Lessees, guests, family members, invitees, occupants, contractors, employees, agents, or any other affiliated entity to Owner. EACH AND EVERY OWNER AND THE OCCUPANT OF EACH HOME ACKNOWLEDGES THE DECLARANT, THE ASSOCIATION, AND THEIR EMPLOYEES, MANAGERS, DIRECTORS, OFFICERS, GENERAL COUNSEL, ATTORNEYS, AND/OR AGENTS ARE NOT INSURERS OF OWNERS OR HOMES, OR THE PERSONAL PROPERTY LOCATED WITHIN HOMES. THE DECLARANT, AND THE ASSOCIATION, WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY CASUALTY OR INTRUSION INTO A HOME.

6.9. Rules and Regulations.

6.9.1. Generally. Prior to the Turnover, the Declarant, and thereafter the Board, shall have the right (but shall not be required) to adopt Rules and Regulations governing the use of the Common Areas and/or Lots. Amendments to the Rules and Regulations may be recorded in the Public Records, but only as required by the Florida Statutes as amended from time to time or at the discretion of the Board. The Common Areas shall be used in accordance with this Declaration, the Governing Documents, and the Rules and Regulations promulgated hereunder, if any.

6.9.2. Declarant and Builders Not Subject to Rules and Regulations. The Rules and Regulations shall not apply to the Declarant and/or Builders, or to any property owned by the Declarant and/or Builders, and shall not be applied in a manner that would prohibit or restrict the development or operation of FAIRWAY POINTE or adversely affect the interests of the Declarant and/or Builders. Without limiting the foregoing, the Declarant, Builders, and/or their agents, contractors and assigns, shall have the right to: (i) develop and construct Lots, Homes, Common Areas, and related improvements within FAIRWAY POINTE, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and Homes and (b) residences and properties located outside of FAIRWAY POINTE), general office and construction operations within FAIRWAY POINTE; (iii) place, erect or construct portable, temporary, or accessory buildings or structures within FAIRWAY POINTE for sales, construction storage, or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash, refuse, and rubbish in connection with the development or construction of any portion of FAIRWAY POINTE; (v)

post, display, inscribe, or affix to the exterior of any portion of the Common Areas or portions of FAIRWAY POINTE, signs and other materials used in developing, constructing, selling, or promoting the sale of any portion of FAIRWAY POINTE including, without limitation, Lots, Parcels, and Homes; (vi) excavate fill from any retention/detention areas or water bodies within and/or contiguous to FAIRWAY POINTE by dredge or dragline, store fill within FAIRWAY POINTE and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, FAIRWAY POINTE and use and/or sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of the Declarant are necessary or convenient for the development and sale of any lands and improvements comprising FAIRWAY POINTE. Notwithstanding any other provision of this Declaration to the contrary, the exercise of any rights reserved in favor of Builders pursuant to this Section 6.9.2 shall be subject to the Declarant's prior written authorization provided in a written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

6.10. Public Facilities. FAIRWAY POINTE and/or the Master Association may include one or more public facilities that may be dedicated to the County. Also, a lift station dedicated to the County may be part of the wastewater treatment system that may be located within the boundaries of FAIRWAY POINTE. THE ROADWAYS ADJACENT OR IN PROXIMITY TO FAIRWAY POINTE ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, BUILDERS, AND THE DECLARANT HAVE NO CONTROL, LIABILITY, OR RESPONSIBILITY WITH REGARD TO ACCESS, DAMAGE, AND USAGE OF SUCH ROADWAYS, ADJACENT RIGHT OF WAYS, SIDEWALKS, ANY SAFETY SYSTEMS, WARNING SYSTEMS, OR TRAFFIC INSTRUMENTS USED BY, ON, OR FOR THE GENERAL PUBLIC. EACH OWNER COVENANTS AND AGREES, JOINTLY AND SEVERALLY, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DECLARANT, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AGENTS, AND EMPLOYEES, AND ANY RELATED PERSONS, CONTRACTORS, OR CORPORATIONS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM ANY PERSONAL INJURY, LOSS OF LIFE, OR DAMAGE TO PROPERTY, OR THE LIKE, SUSTAINED ON OR ABOUT THE PUBLIC FACILITIES OR THE PUBLIC ROADWAYS, OR WITH REGARD TO ANY OTHER IMPROVEMENT OR LAND DEDICATED TO THE ASSOCIATION OR COUNTY THAT SERVES THE PUBLIC, THE ASSOCIATION, OR ITS MEMBERS.

6.11. Default by Owners. No default by any Owner or Builder in the performance of the covenants and promises contained in this Declaration shall be construed or considered (i) a breach by the Declarant or the Association of any of their promises or covenants in this Declaration; (ii) an actual, implied, or constructive dispossession of another Owner from the Common Areas; or (iii) an excuse, justification, waiver, or indulgence of the covenants and promises contained in this Declaration.

6.12. Retention/Detention Areas. THE COMMON AREAS MAY INCLUDE RETENTION/DETENTION AREAS. NEITHER THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION MAKE ANY REPRESENTATION CONCERNING THE CURRENT OR FUTURE WATER LEVELS IN ANY OF THE RETENTION/DETENTION AREAS IN FAIRWAY POINTE; PROVIDED, FURTHER, NEITHER THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION BEAR ANY RESPONSIBILITY TO ATTEMPT TO ADJUST OR MODIFY THE WATER LEVELS SINCE SUCH LEVELS ARE SUBJECT TO SEASONAL GROUNDWATER AND RAINFALL FLUCTUATIONS THAT ARE BEYOND THE CONTROL OF THE DECLARANT, THE BUILDERS, AND THE ASSOCIATION. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL RETENTION/DETENTION AREAS MAY VARY. THERE IS NO GUARANTEE BY THE DECLARANT, THE BUILDERS, NOR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. THE DECLARANT, BUILDERS, AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO ERECT FENCES, GATES, OR WALLS AROUND OR ADJACENT TO ANY RETENTION/DETENTION AREAS WITHIN FAIRWAY POINTE. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "Drainage Improvements"), and which may be located within the Common Areas or Lots. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the drainage pattern to its original intended design. BY

ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES THE RETENTION/DETENTION AREAS WITHIN FAIRWAY POINTE MAY BE EXPOSED TO, AMONG OTHER THINGS AND EVENTS, FLOODING, POTENTIALLY DANGEROUS WILDLIFE AND INSECTS AND ODOR FROM ALGAE BLOOMS.

6.12.1. Retention/Detention Area Slopes. The rear yard of some Lots may contain slopes adjacent to the retention/detention areas (the "Retention/Detention Area Slopes"). All Retention/Detention Area Slopes will be regulated and maintained by the Association. The Declarant hereby grants the Association an easement of ingress and egress across all Lots adjacent to retention/detention areas for the purpose of regulating and maintaining such Retention/Detention Area Slopes. The Association may establish from time to time standards for the Retention/Detention Area Slopes maintenance by Owners who own Lots adjacent to such areas ("Retention/Detention Area Slopes Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of banks. The Association shall have the right to inspect such Retention/Detention Area Slopes to ensure that each Owner has complied with its obligations hereunder and under the Retention/Detention Area Slopes Maintenance Standards.

6.13. Recreational Facilities.

6.13.1. General Restrictions. The Common Areas may include certain recreational facilities as determined by the Association or Declarant, such as a pool and pool bathrooms, (the "Recreational Facilities"), which such Recreational Facilities shall be owned and maintained by the Association. Each Owner, Immediate Family Member and other person entitled to use the Recreational Facilities shall comply with following general restrictions:

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

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

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

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

6.13.3. Indemnification. By the use of the Recreational Facilities, each Owner, Lessee, Immediate Family Member and guest agrees to indemnify and hold harmless the Declarant, Builders and the Association,

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

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

6.13.5. **Basis for Suspension.** The rights of an Owner or Lessee to use the Recreational Facilities may be suspended by the Association if, in the sole judgment of the Association or District:

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

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

6.13.5.3. an Owner fails to pay Assessments.

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

6.14. **Perimeter Walls and Fences.** The Declarant and/or Builders may install perimeter walls or fences within FAIRWAY POINTE (the "**Perimeter Walls/Fences**"). The Perimeter Walls/Fences located on the Common Area are intended to be owned by the Association, unless otherwise provided in this Declaration.

6.15. **Mail Systems.** Individual Lots shall not have mailboxes. Rather, mailboxes shall be grouped together for all or a portion of the Homes as required by the local postmaster (the "**Mail Kiosks**"). No mailboxes are permitted except the Mail Kiosks originally installed by the Declarant or Mail Kiosks substantially similar to the Mail Kiosks originally installed by the Declarant. Mail kiosks, if any, shall be maintained by the Association in first class condition and appearance in accordance with the Community Standards and the requirements of any controlling governmental authority. All costs associated with the maintenance, repair and replacement of the Mail Kiosks shall be part of the Operating Expenses allocated among the Owners served by such mailboxes, except for the costs of keys or replacement keys which shall be borne solely by the individual Owners. To the extent any Mail Kiosk is located on a Lot, the Declarant hereby grants the Association an easement of ingress and egress across such Lot for the purpose of regulating and maintaining such Mail Kiosk and Declarant hereby grants the Owners an easement for access across such Lot for the purpose of accessing and utilizing such Mail Kiosk.

6.16. **Dedication of Common Areas.** For as long as the Declarant controls the Association, the Declarant shall have the right, but not the obligation, to dedicate or transfer or cause the dedication or transfer of all or portions

of the Common Areas of FAIRWAY POINTE to a public agency or authority under such terms as the Declarant deems appropriate including but not limited to for lighting, perimeter walls, fences, entrance features, roads, sidewalks, paths, landscaping, irrigation areas, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by the Declarant, including, without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, the Declarant may also as attorney-in-fact sign on behalf of each Owner, including but not limited to signing any Taxing District petition. Each Owner's and Builder's obligation to pay taxes associated with such district shall be in addition to such Owner's or Builder's obligation to pay Assessments. Any such dedications shall be pursuant to all applicable ordinances of the County and all other applicable governing entities having jurisdiction with respect to the same.

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

7. Maintenance by Association.

7.1. Common Areas. Except as otherwise specifically provided in the Governing Documents to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon, if any, unless otherwise provided in the Governing Documents. The Association may enter into any contracts for maintenance of the Common Areas and may enter into any contracts to provide the maintenance of facilities or other property not in the community in order to provide a benefit to Owners. As a general rule, ownership of an area will generally determine the replacement, repair, maintenance, and insurance; however, where specified in the Governing Documents, the Association may assign or require maintenance of certain areas to be performed by a Lot Owner, but may keep the responsibility to repair or replace such areas under the responsibility of the Association, or vice versa, where specified. In the event the Association repairs or replaces the grass or landscaping, it shall be replaced with the same or similar grass or landscaping as installed by the Declarant.

7.2. Landscape Maintenance. The Association shall be responsible for maintaining the landscaped areas within each Lot in accordance with the following terms:

7.2.1. General. The Association shall be responsible for maintaining the landscaped areas within each Lot only to the extent provided in this Section. The Association's landscape maintenance responsibilities include trimming, edging, mowing, mulching (one time per year), and fertilization of grass, shrubs, and landscape-related exterior pest control. The foregoing shall be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. Except as otherwise provided herein, all costs and expenses pertaining to such landscaping maintenance shall constitute a part of the Operating Expenses and each Owner of a Lot shall pay an equal share of such costs. Notwithstanding the foregoing or any other provision of this Declaration to the contrary, in the event any landscaping, including, without limitation, grass, shrubs or trees, become dead or badly damaged, the Association shall have no responsibility for the replanting, repair, and/or replacement of such landscaping. However, each Owner shall be responsible for reporting any landscaping that appears to be degrading or dying to the Association in writing in a timely manner. Further, the Association's maintenance of grass, irrigation facilities and landscaped areas within the Lots shall not imply any warranty of said grass, irrigation facilities and landscaped areas. The Owner of each Lot shall be responsible for any such replanting and/or replacement of landscaped areas in the event and such landscaping becomes dead or badly damaged. In the event landscaped areas are not repaired and/or replaced by the Owner of the Lot, the Association may, but shall not be obligated to, repair and replace such landscaped areas on behalf of the Owner. The costs and expenses of such repairs and replacements plus Twenty-Five and no/100 Dollars (\$25.00) (or such other amount determined by the

Association in its sole and absolute discretion) shall be assessed against the respective Lot as an Individual Assessment. Additionally, the Association may, at its discretion, engage third-party contractors, including but not limited to landscapers, to provide the aforementioned landscaping maintenance services. Any such third-party contractors shall be solely responsible for their own acts and omissions in the performance of their duties, and the Association shall not be liable for any damages or loss arising from such acts or omissions. Each Owner acknowledges and agrees that by engaging the services of third-party contractors, the Association does not assume any liability or responsibility for the performance, quality, or safety of the services provided.

7.2.2. Additional Landscape Maintenance. Each Owner by acceptance of a deed to their Lot, authorizes the Association to conduct additional landscape maintenance beyond the scope described in this Section 7.2 if, in the discretion of the Board, such additional maintenance is required for any reason whatsoever, including, without limitation, naturally occurring deterioration of the landscaped areas or Owner neglect. The costs associated with any such additional landscape maintenance shall be assessed against the respective Lot as an Individual Assessment.

7.2.3. Modification of Landscaping. In the event an Owner modifies the landscaping as initially installed by the Declarant, then such Owner shall be solely responsible for the maintenance and irrigation of such modified landscaping, and there shall be no abatement or reduction in such Owner's Installment Assessments. Notwithstanding anything contained herein to the contrary, no Owner shall modify the landscaping as initially installed by the Declarant, nor shall any landscape lighting be installed by an Owner, without the prior written approval of the ACC. In no event shall any landscaping modified by an Owner impede access or otherwise interfere with the routine landscape maintenance provided by the Association in accordance with this Declaration.

7.2.4. Irrigation Facilities. The Association is responsible for irrigation to the landscaped areas, including repair and replacement of damaged sprinkler heads, piping or valves that comprise the irrigation system of the Lots, except in the case of damage due to an Owner's negligence or damage caused by an Owner's guest or Lessees. The cost associated with any such maintenance, repair and replacement of the irrigation facilities shall constitute a part of the Operating Expenses for which Assessments shall be levied except in the case of costs for repair and replacement of damage due to an Owner's negligence, which costs shall be assessed against the respective Lot as an Individual Assessment. Grass and landscaping located on Lots shall be irrigated in a routine and ordinary manner, at intervals and frequency as the Board may decide in its sole discretion and as may be permitted by SWFWMD, or the County regulations. The Association shall have direct access to control boxes and/or devices used in connection with any irrigation system that may be installed on any Lot and Owners are not permitted to block access to or tamper with the same. The Association reserves the right to place or remove locks on any control boxes and/or devices used in connection with irrigation regardless of their location. Further, Owners shall not place locks or otherwise impede the Association's access to any areas the Association is responsible to maintain. In the event that any Owner locks or otherwise impedes the Association's access to any areas the Association is responsible to maintain, the Association may take any and all measures necessary to eliminate same, including removing or disabling any locks, and the Association shall have no liability for such actions.

EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN FAIRWAY POINTE MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN FAIRWAY POINTE. NOTWITHSTANDING THE FOREGOING, ALL LANDSCAPE MAINTENANCE EXPENSES AND IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS

7.3. Roadways. The roadways and alleyways within FAIRWAY POINTE as depicted on the Plat shall be owned and maintained by the Association as part of the Common Area and shall not be dedicated to the County or to public use by recordation of such Plat. Without limiting any other provision of this Declaration, the Association is responsible for the maintenance, repair and/or resurfacing of all paved and concrete surfaces forming a part of the Common Areas, including the private roadways. All costs associated with maintenance, repair, replacement, and insurance of the private roadways shall be part of the Operating Expenses. Although pavement appears to be a durable material, it requires maintenance. The Association shall have the right, but not the obligation, to arrange for periodic

inspections of all paved and concrete surfaces forming a part of the Common Areas by a licensed contractor and/or engineer. The cost of such inspection shall be a part of the Operating Expenses. The Association shall determine periodically the parameters of the inspection to be performed, if any. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. Use of such Roadways shall be subject to and in accordance with any rights and easements shown on the Plats and such reasonable Use Restrictions and Rules as the Association may adopt from time to time consistent with this Declaration, the Plat, and any law, ordinance, or regulation governing the Property.

7.4. Adjoining Areas. Except as otherwise provided herein or otherwise maintained by the Master Association and/or the County, the Association shall only maintain those drainage areas, swales, parking areas, retention/detention area slopes and banks, and landscape areas (if any) that are within the Common Areas, if any, and certain Lots only to the extent specifically provided herein and further provided, that, such areas shall be readily accessible to the Association. The Association shall have no responsibility for the Master Common Areas except and to the extent provided in any agreement between the Association and the Master Association. Any fencing installed by an Owner on their Lot shall have an access gate in order for the Association to perform maintenance. Under no circumstances shall the Association be responsible for maintaining any inaccessible areas within fences or walls that form a part of a Lot.

7.5. Enforcement Remedies. The expense, fees, and costs of any maintenance, repair, replacement, construction, or reconstruction, or the like, of any portion of the Common Areas, Association Property, or any Lot necessitated by the acts or omissions of a Builder and/or Owner, an Owner's invitees, family members, guests, contractors, occupants, or the Owner's lessee's guests, invitees, contractors, family members, occupants, or any other persons utilizing the Common Areas through or under an Owner and/or an Owner's lessee for any reason, shall be borne solely by such Owner and the Lot owned by such Owner shall be subject to an Individual Assessment for same. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping fencing and/or other structures placed within easements or Common Areas or within easements dedicated to the Association without the prior written approval of the Association, as applicable. Further, an Owner or Builder shall be responsible for all costs of maintenance, repair or construction of any portion of the drainage facilities located on such Owner's or Builder's Lot if such repair maintenance, repair or construction is necessitated by the acts of an Owner or an Owner's lessee, or the guests, invitees, or such Builder, contractors, or any other persons associated with either. The Declarant and/or the Association also reserves the right to use any other enforcement remedy granted to it in the Governing Documents.

7.6. Right of Entry. The Declarant, Declarant's affiliates, the Association, and Builders, as applicable, are granted a perpetual and irrevocable easement over, under and across all of FAIRWAY POINTE for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which they are entitled to perform in the Governing Documents. Without limiting the foregoing, the Declarant, for itself, and its affiliates, and on behalf of Builders, specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, the Declarant or a Builder, as applicable, may construct, maintain, repair, alter, replace and/or remove improvements, install landscaping, install utilities, and/or remove structures on any portion of FAIRWAY POINTE if the Declarant or such Builder, as applicable, is required to do so in order to obtain the release of any bond posted with any governmental agency.

7.7. Maintenance of Property Owned by Others. The Association shall, if designated by the Declarant (or by the Board after the Turnover Date) by amendment to this Declaration or any document of record, maintain vegetation, landscaping, irrigation systems, community identification/features, infrastructure, and/or other areas or elements designated by the Declarant (or by the Board after the Turnover Date) upon areas that are within or outside of FAIRWAY POINTE. Such areas may abut, or be proximate to, FAIRWAY POINTE, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity or a property owners association. These areas may include (for example and not limitation) parks, swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, sidewalks, paths, drainage areas, community identification or entrance features, community signage or other identification. The Association shall have the right to enter into new agreements or arrangements from time to time for improvements and facilities serving the

members of the Association or to amend the foregoing if the Board deems the same reasonable and appropriate for the continued use and benefit of any part of the Common Areas.

7.8. Private Right-of-Ways. The Association shall be responsible for the costs, charges and expenses incurred in connection with maintenance of (i) the community sidewalks located in any private right-of-way adjacent to any Common Areas; except for the portion of the sidewalk on a Lot that comprises any part of an Owner's driveway; (ii) irrigation facilities, trees, and landscaping located in any right-of-way adjacent to any Common Areas or Lots (if any); however, the Association shall not be responsible for the replacement of any trees and landscaping. The cost associated with any such maintenance of the trees and landscaping located in the private right-of-way adjacent to any Common Areas and Lots shall be part of the Operating Expenses. However, the Association may replace any such trees or landscaping. By virtue of owning a Lot in the community, each Owner agrees to reimburse the Association for any expense incurred in repairing or replacing any damage to trees or landscaping caused by the acts or omissions of an Owner, an Owner's lessee, or the guests, invitees, contractors, or any other persons associated with either, and such costs, expenses, and fees for compliance shall be charged as an Individual Assessment placed on the Owner's account.

7.9. Home Maintenance. The Association shall be responsible for the following to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion:

7.9.1. Painting. The Association shall paint all exterior painted portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia, to be performed at the Board's discretion and on such intervals as the Board may decide in its sole and absolute discretion. The cost associated with such exterior painting made in accordance with this Section 7.9.1 shall constitute a part of the Operating Expenses for which Assessments shall be levied, and each Owner shall pay an equal share of such costs. The Association shall have no responsibility to repair damage to paint caused by an Owner or due to an Owner's negligence. In the event any exterior painting on a Home is damaged by an Owner or due to an Owner's negligence, then the Owner shall be responsible for the repair of such painting at the Owner's sole cost and expense, and the Association may, but shall not be obligated to, repair such painting and the costs and expenses of such repairs shall be assessed against the respective Lot as an Individual Assessment. In the event that (i) an Owner desires to paint its Home in addition to, or at intervals more frequently than, the Association's painting of such Home as provided herein, or (ii) an Owner is responsible for painting an exterior portion of its Home due to damage to paint caused by an Owner or an Owner's negligence, or as required below, then any such proposed painting by the Owner shall be subject to ACC approval. If the proposed painting by an Owner is approved by the ACC, the ACC shall have the right to impose such conditions on such Owner as it deems reasonably appropriate. The conditions shall, at a minimum, include the following:

7.9.1.1. all work and materials shall be at the Owner's sole cost and expense;

7.9.1.2. all color selections shall be approved by the ACC and must be the same or substantially similar to the other Homes attached to the Home;

7.9.1.3. the painting project must include an entire elevation of the Home (i.e. the entire side of the Home, etc.); and

7.9.1.4. if the Association thereafter paints the Home and the other Homes attached to the Home in accordance with this Section 7.9.1, the Home shall be included as part of the painting project, and the cost associated with such painting project shall be deemed part of the Operating Expenses for which Assessments shall be levied, and each Owner shall pay an equal share of such costs.

7.9.2. Roofs and Gutters. The Association shall repair and replace roofs of Homes, including shingles, and roof decking, if any, when such repairs and replacement are applicable to the entire roof consisting of all roofs of all attached dwellings for a particular building; however, the Association shall have no obligation to repair or replace roof trusses or other structural components of the roof. Any maintenance, repair, and/or replacement of the shingles or roof decking that apply to individual Lots and/or Lots, but do not apply to the entire roof consisting of all roofs of all attached dwellings for a particular building, shall be

the responsibility of the respective Lot Owner. The Association shall conduct routine maintenance of roof gutters (if any) of Homes, including clearing, repair and ensuring the proper functioning of such gutters. The cost associated with any such roof or gutter maintenance, repair and replacement shall be deemed part of the Operating Expenses, and each Owner shall pay an equal share of such costs.

7.9.3. Termite Program. The Association may, in its sole discretion, contract with a licensed termite company to provide a termite warranty program for Homes. The cost associated with any such

7.9.4. programs shall be deemed part of the Operating Expenses, and each Owner shall pay an equal share of such costs.

7.9.5. Pressure Washing. The Association may, in its sole discretion, pressure wash the roofs, the exterior portions of Homes, including any exterior walls of a garage, garage door, exterior doors, shutters, and fascia, and the paved surfaces comprising any part of the Common Area and any driveways, walkways, and sidewalks located on any of the Lots. The costs associated with exterior pressure washing and made in accordance with this Section shall constitute a part of the Operation Expenses for which Assessments shall be levied, and each Owner shall pay an equal share of such costs.

Notwithstanding anything to the contrary herein, to the extent insurance coverage required by Section 11.2.1 of this Declaration covers repairs or replacements otherwise performed by the Association under this Section 7.9, such repairs or replacements shall be governed by Section 11.2.2 herein, and the Association shall not perform repairs or replacements covered by insurance or any other activities that would negate such coverage or impair the availability of such coverage.

7.10. Paved and Concrete Surfaces. The Association shall be responsible for the routine maintenance, repair and replacement of the sidewalks comprising part of the Common Area and on or abutting the Lots, excluding the repair and replacement of any portion of a sidewalk that comprises part of the driveway on the Lot, and other paved surfaces comprising part of the Common Areas, if any, within FAIRWAY POINTE, provided, however, notwithstanding anything contained herein to the contrary, each Owner of a Lot shall be responsible for the routine maintenance, repair, and replacement of the driveways and walkways located on such Owner's Lot, including any sidewalk comprising a part of the Owner's driveway. The Association shall perform any such maintenance, repair, replacement, and pressure washing of the sidewalks and other paved surfaces within the Common Areas at the Board's discretion and the costs of any such maintenance or repair shall be part of the Operating Expenses and each Owner shall pay an equal share of such costs. Further, each Owner agrees to reimburse the Association, any expense incurred in repairing any damage to such driveway, sidewalk, apron or walkway caused by such Owner's negligence.

7.11. Perimeter Walls/Fencing. The Declarant may install perimeter walls or fences within FAIRWAY POINTE (the "Perimeter Walls/Fences"). Except as otherwise provided in herein, the Association at all times shall have the exclusive right to maintain, repair, replace any Perimeter Walls/Fences within FAIRWAY POINTE, including Perimeter Walls/Fences located on Lots; however, each Owner shall be responsible for the routine maintenance and cleaning the interior of any Perimeter Walls/Fences, or portion thereof, located on such Owner's Lot. No Owner shall make any modifications to the Perimeter Walls/Fences without ACC approval. The Association shall perform any such maintenance, repairs or replacement of the Perimeter Walls/Fences at the Board's sole discretion and the costs of such maintenance, repairs or replacement shall be Operating Expenses. Failure of the Association to undertake any such maintenance, replacement or repair of the Perimeter Walls/Fences shall in no event be deemed a waiver of the right to do so thereafter. Notwithstanding anything contained in this Section to the contrary, the Declarant neither commits to, nor shall hereby be obligated to, construct such Perimeter Walls/Fences.

7.12. Drainage Improvements. The Association shall be solely responsible for drainage systems and facilities, which may be comprised of swales, pipes, pumps, retention/detention area slopes, easements, or other improvements (the "Drainage Improvements"), and which may be located within Common Areas or Lots. The Association shall be responsible for routine maintenance and shall ensure functionality of the approved designed drainage patterns inclusive of all easements, swales, buffers and vegetative areas at all times. Should any area of drainage pattern demonstrate a pooling or flooding effect, the Association shall be responsible to rectify the drainage pattern to its original intended design and any and all costs associated with such repairs shall be Operating Expenses of the Association.

7.13. Master Metered Irrigation Water Usage. The costs associated with irrigation water usage for all Lots and Common Areas, if any, shall be deemed part of the Operating Expenses, and each Owner of a Lot shall pay an equal share of such costs. Owners will not receive an itemized bill for irrigation water usage fees and there will be no method for prorating the costs of water usage to individual Lots. EACH OWNER ACKNOWLEDGES THAT SOME LOTS WITHIN FAIRWAY POINTE MAY HAVE YARDS THAT ARE LARGER OR SMALLER THAN THE YARDS OF OTHER LOTS WITHIN FAIRWAY POINTE. NOTWITHSTANDING THE FOREGOING, ALL IRRIGATION WATER USAGE EXPENSES SHALL BE DEEMED PART OF THE OPERATING EXPENSES, AND EACH OWNER OF A LOT SHALL PAY AN EQUAL SHARE OF SUCH COSTS.

7.14. Additional Obligations of Association. The Association may have (or may elect to undertake on behalf of the Owners) certain responsibilities and obligations, including, without limitation, cost-sharing obligations, or obligations to construct, operate, maintain, insure and/or repair certain improvements within FAIRWAY POINTE or adjacent to the boundaries of FAIRWAY POINTE, as set forth in the Title Documents or other agreements to which the Association is a party or is otherwise subject (collectively, if any, the "Agreements"). Each Owner, by acquiring title to a Lot, acknowledges and agrees that FAIRWAY POINTE, or certain portions thereof, is subject to the terms and conditions of the Agreements, as amended and supplemented from time to time. The Declarant reserves the right without the consent of any other party, subject to the terms and conditions set forth in the Agreements, to modify any agreement affecting FAIRWAY POINTE, or the obligations and responsibilities of the Association, including, without limitation, obligations for cost-sharing or maintenance of improvements. BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES AND AGREES ANY AND ALL COSTS ASSOCIATED WITH THE ASSOCIATION'S OBLIGATIONS UNDER THE AGREEMENTS, INCLUDING ANY OBLIGATION FOR COST-SHARING OR OBLIGATION TO CONSTRUCT, OPERATE, MAINTAIN, INSURE AND/OR REPAIR IMPROVEMENTS, IF ANY, SHALL BE A PART OF THE OPERATING EXPENSES.

8. Maintenance by Owners. Except as otherwise provided in Section 7, all Lots and Homes, including, without limitation, all lawns, landscaping, irrigation systems, driveways, walkways and any property, all structural components comprising the Lot or Home, improvements and appurtenances not maintained by the Association, shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of FAIRWAY POINTE and the Master Association by the record title owner of the applicable Lot. No existing trees or tree installed by the Declarant or a Builder on any Lot shall be felled, removed, or cut down unless such tree represents a hazard to the Home or other improvements on the Lot, or to persons occupying or utilizing FAIRWAY POINTE. In the event Lots and Homes are not maintained by the record title owner of the Lot in accordance with the requirements of this Section, the Association may, but shall not be obligated to, perform the maintenance obligations on behalf of the record title owner.

8.1. Right of Association to Enforce Owner Maintenance. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event an Owner does not comply with a provision in this Section, the Association may use any enforcement remedy at law, including but not limited to fines, abatement, individual assessments, pre-suit mediation, or litigation, or any other right or claim in law or equity as provided by this declaration, including but not limited to any additional remedies listed in this Declaration or any other remedy at Florida Law. Any requirement or provision in this Section applies equally to the acts or omissions of not only an Owner, but also an Owner's occupants of the Owner's Home, an Owner's lessee, or the guests, invitees, contractors, or any other persons in connection with or associated with any of the previously listed parties, for any reason. Regarding Owner maintenance, the Association may pursue as many claims and remedies without waiving its right to simultaneously pursue any or all other remedies. All remedies may be sought simultaneously against the Owner and/or any of the above listed parties; by virtue of holding a deed to the Lot, an Owner is jointly and severally liable for compliance with this Section. By way of example as to conclusive remedies, and not by limitation, payment of an imposed fine does not cure a maintenance violation, the maintenance violation must also be cured, or it may be abated by the Association and charged back to the Owner. In the same vein, paying an individual assessment charged against an account does not satisfy the Owner's obligation to also pay a levied fine that has been imposed. The Declarant and Association shall have the right to enforce this Section by all necessary legal action.

8.2. Trash Removal. Dirt, trash, plant and tree cuttings and debris resulting from any Owner's operations, including but not limited to landscaping or construction operations, shall be removed and all outside areas of the Lot left in clean condition before the end of the day.

8.3. Modification of Landscaped Areas. Without the prior written consent of the Declarant, Board, ACC, or the Master DRC, if applicable, no sod, topsoil, tree, shrubbery or other landscaping shall be removed from FAIRWAY POINTE and there shall be no change in the plant landscaping, elevation, condition of the soil or the level of the land of such areas which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property. Notwithstanding the foregoing, Owners or Builders who install improvements to the Lot (including, without limitation, concrete or brick pavers) that result in any change in the flow and/or drainage of surface water shall be responsible for all of the costs of drainage problems resulting from such improvement. Further, in the event that such Owner or Builder fails to pay for such required repairs, each Owner or Builder agrees to reimburse the Association for all expenses incurred in fixing such drainage problems including, without limitation, removing excess water and/or repairing the SWMS. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC or the Master DRC, if and as applicable.

8.4. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. Except for normal construction debris on a Lot during the course of construction of a Home, no refuse or unsightly objects shall be allowed to be placed or allowed to remain upon any Lot. Within thirty (30) days after the issuance of a final or temporary Certificate of Occupancy for a Home, the Builder shall remove all construction materials, debris, refuse or other garbage from the Lot and property surrounding the Lot left by such Builder or its agents or Contractors.

8.5. Exterior Home Maintenance. Subject to the Association's right, in its sole discretion, to pressure wash the roofs and the exterior portions of Homes located within FAIRWAY POINTE as set forth in Section 7, in between the routine pressure washing by the Association, each Owner is responsible for the proper maintenance and cleaning of the exterior walls of his or her Home. Exterior walls may be improved with a finish material composed of stucco or cementitious coating (collectively, "Stucco/Cementitious Finish"). While Stucco/Cementitious Finish is high in compressive or impact strength, it is not of sufficient tensile strength to resist building movement. It is the nature of Stucco/Cementitious Finish to experience some cracking and it will expand and contract in response to temperature, sometimes creating minor hairline cracks in the outer layer of the stucco application. This is normal behavior and considered a routine maintenance item for the Owner. Each Owner is responsible to inspect the Stucco/Cementitious Finish to the exterior walls for cracking. In addition, each Owner is responsible for inspecting the exterior paint and caulk material in the exterior wall system openings (i.e. windows, doors, hose bibs, etc.) for peeling, cracking or separating. If the inspections above reveal any such items, the Owner is responsible for engaging a qualified professional to repair cracks and clean, repair, re-caulk and repaint those areas of the Home. Each Owner is responsible for all maintenance and repairs described in this Section, and they should be completed in a timely fashion to prevent any damage to the Home.

8.6. Paved and Concrete Surfaces. Each Owner shall be responsible to timely repair, maintain, and/or replace the walkways and driveways, including, without limitation, sidewalks comprising part of the driveway, aprons, any concrete or brick pavers, and other paved and concrete surfaces comprising part of such Owner's Lot, except for sidewalks maintained by the Association. In the event the County or any of their respective subdivisions, agencies, and/or divisions must remove any portion of the paved or concrete surfaces, except for sidewalks not comprising part of the driveway, located within an Owner's Lot for the installation, repair, replacement or maintenance of utilities or water mains and does not repair the same, then the Owner of the applicable Lot will be responsible to replace or repair the paved or concrete surfaces at such Owner's expense. In the event an Owner does not comply with this paragraph, the Association may, but shall not be obligated to, perform the necessary maintenance or repair and charge the costs thereof, together with interest at the highest rate allowed by law, to the non-complying Owner as an Individual Assessment. Further, each Owner grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this paragraph and each Owner agrees to reimburse the Association for any expense incurred by the Association in connection with any damage to any sidewalk or driveway caused by such Owner's negligence.

8.7. Water Intrusion. Florida experiences heavy rainfall and humidity on a regular basis. Each Owner is responsible for making sure his or her Home remains watertight including, without limitation, checking caulking around windows and seals on doors. Each Owner acknowledges that running air conditioning machinery with windows and/or doors open in humid conditions can result in condensation, mold and/or water intrusion. The Declarant,

Builders, and the Association shall not have liability under such circumstances for any damage or loss that an Owner may incur in the event an Owner fails to maintain their Home in accordance with this provision. FURTHER, GIVEN THE CLIMATE AND HUMID CONDITIONS IN FLORIDA, MOLDS, MILDEW, TOXINS AND FUNGI MAY EXIST AND/OR DEVELOP WITHIN HOMES. EACH OWNER IS HEREBY ADVISED THAT CERTAIN MOLDS, MILDEW, TOXINS AND/OR FUNGI MAY BE, OR IF ALLOWED TO REMAIN FOR A SUFFICIENT PERIOD MAY BECOME, TOXIC AND POTENTIALLY POSE A HEALTH RISK. BY ACQUIRING TITLE TO A HOME AND/OR LOT, EACH OWNER, SHALL BE DEEMED TO HAVE ASSUMED THE RISKS ASSOCIATED WITH MOLDS, MILDEW, TOXINS AND/OR FUNGI AND TO HAVE RELEASED THE DECLARANT, THE BUILDERS, AND THE ASSOCIATION FROM ANY AND ALL LIABILITY RESULTING FROM SAME.

8.8. Lot Walls/Fences. The Declarant or a Builder may construct walls or fences on or adjacent to Lots within FAIRWAY POINTE. If constructed, each wall or fence, and any part of which that is placed on a dividing line between separate Lots or adjacent to Lots shall constitute a "Lot Wall/Fence." Each adjoining Owner's obligation with respect to Lot Walls/Fences shall be determined by the Governing Documents, except as otherwise required by Florida law. Unless otherwise approved by the ACC, all fences installed within the Property by anyone other than Declarant must be made of white polyvinyl chloride (PVC). As a general rule, regardless of the party that installs a Lot Wall/Fence, the Owner is responsible to maintain the portion of the Lot Wall/Fence facing his lot, and is financially responsible for the repair, replacement, and insurance (if any), of the Lot Wall/Fence. If a Lot Wall/Fence is between two Lots, the owners share equally in that responsibility.

8.8.1. Sharing Repair and Maintenance. Each Owner shall maintain the exterior surface of a Lot Wall/Fence facing their Lot. Except as provided in this Section, the cost of reasonable repair and replacement shall be shared equally by adjoining Lot Owners.

8.8.2. Damage by One Owner. If a Lot Wall/Fence is damaged or destroyed by the act of one adjoining Owner, or its guests, Lessees, licensees, agents or family members (whether or not such act is negligent or otherwise culpable), then that Owner shall immediately rebuild or repair the Lot Wall/Fence to its prior condition without cost to the adjoining Owner and shall indemnify the adjoining Owner from any consequential damages, loss or liabilities. Notwithstanding anything to the contrary in this Section, the Declarant and the Association have the right to enforce all of the provisions of this Section, and place any amounts on the Lot Owner as an Abatement, Individual Assessment, or Use Fee. However, neither the Declarant nor the Association shall have any obligation whatsoever to enforce the provisions of this Section or become involved in any dispute between Owners in connection with this Section. No Owner shall violate any of the following restrictions and any damage (whether cosmetic or structural) resulting from violation of any of the following restrictions shall be considered caused by the Owner causing such action or allowing such action to occur on such Owner's Lot:

8.8.2.1. No Owner shall allow sprinklers to spray or other water sources to deliver water within one foot (1') of any Lot Wall/Fence, excluding rainfall that falls directly on such area (i.e. an Owner shall not collect rainfall from other portions of the Lot and deliver it within one foot (1') of any Lot Wall/Fence);

8.8.2.2. No Owner shall allow any Owner installed tree to grow within six feet (6') of any Lot Wall/Fence (with such distance measured from the above-ground part of the tree that is nearest to the Lot Wall/Fence within five feet (5') of the ground level of the tree, including any portion of the root system that is not completely covered by soil);

8.8.2.3. No Owner shall allow attachment of anything, including, but not limited to, any climbing plant or vine, to any Lot Wall/Fence; and

8.8.2.4. No Owner shall allow water to be provided by sprinkler, hose, hand delivery or otherwise to any plant located within five feet (5') of any Lot Wall/Fence; provided, however, Owners are permitted to allow water delivery to any plant located within one foot (1') of any Lot Wall/Fence if the method of such delivery is either by drip line or by spray facing in a direction away from the Lot Wall/Fence.

8.8.3. Other Damage. If a Lot Wall/Fence is damaged or destroyed by any cause other than the act of one of the adjoining Owners, its agents, Lessees, licensees, guests or family members (including ordinary wear and tear and deterioration from lapse of time), then the adjoining Owners shall rebuild or repair the Lot Wall/Fence to its prior condition, equally sharing the expense; provided, however, that if a Lot Wall/Fence is damaged or destroyed as a result of an accident or circumstances that originate or occur on a particular Lot (whether or not such accident or circumstance is caused by the action or inaction of the Owner of that Lot, or its agents, Lessees, licensees, guests or family members) then in such event, the Owner of that particular Lot shall be solely responsible for the cost of rebuilding or repairing the Lot Wall/Fence and shall immediately repair the Lot Wall/Fence to its prior condition.

8.8.4. Right of Entry. Each Owner shall permit the Owners of adjoining Lots, or their representatives, to enter its Lot for the purpose of installations, alteration, or repairs to a Lot Wall/Fence on the Lot of such adjoining Owners, provided that other than for emergencies, requests for entry are made in advance and that such entry is at a time reasonably convenient to the Owner of the adjoining Lot. An adjoining Owner making entry pursuant to this Section shall not be deemed guilty of trespassing by reason of such entry. Such entering Owner shall indemnify the adjoining Owner from any consequential damages sustained by reason of such entry.

8.8.5. Right of Contribution. The right of any Owner to contribution from any other Owner under this Section 8.8 shall be appurtenant to the land and shall pass to such Owner's successors in title.

8.8.6. Consent of Adjoining Owner. In addition to meeting the requirements in the Governing Documents and of any applicable building code and similar regulations or ordinances, any Owner proposing to modify, alter, make additions to or rebuild (other than rebuilding in a manner materially consistent with the previously existing Lot Wall/Fence) the Lot Wall/Fence, shall first obtain the written consent of the adjoining Owner, which shall not be unreasonably withheld, delayed or conditioned.

8.9. Water Mains and Improvements within Lots. In the event the County or any of its subdivisions, agencies, and/or divisions must remove or damage any portion of a driveway, landscaping, or other improvements located on a Lot in connection with the County's operation, maintenance or repair of any water line or sanitary sewer line, if applicable, then the record title owner of the Lot upon which such driveway, landscaping, or other improvements are located shall be responsible to replace or repair such driveway, landscaping, or other improvement at such record title owner's expense, if such expenses are not paid for by the County. In the event the applicable record title owner does not comply with this Section, the Association may use any enforcement remedy available to it to ensure remedy or compliance. Each Owner and Builder grants the Association an easement over its Lot for the purpose of ensuring compliance with the requirements of this Section.

9. Use Restrictions. Except as otherwise provided herein, the following Use Restrictions shall apply to all Lots within FAIRWAY POINTE, except for any Lots owned by the Declarant. To the extent of a conflict between the following use restrictions and additional restrictions or provisions contained in the Master Governing Documents, the more restrictive provisions shall control. Except as otherwise provided herein, each Owner and Builder must comply with the following:

9.1. Alterations and Additions. Except as otherwise provided in Section 14 of this Declaration with respect to Builders, no material alteration, addition or modification to a Lot or Home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by the Governing Documents.

9.2. Animals. No animals of any kind shall be raised, bred or kept within FAIRWAY POINTE for commercial purposes. Other than swine, poultry, livestock, or pets that become a nuisance, Owners may keep domestic pets as permitted by County ordinances and otherwise in accordance with the Rules and Regulations established by the Board from time to time, subject to the Americans with Disabilities Act and the Federal Fair Housing Act. The maximum number of animals/domestic pets that may be kept on a Lot shall be four (4). For purposes of this Section "domestic pets" means insurable dogs, cats, rabbits, domestic birds, fish, gerbils, hamsters, and other types of pets

that are contained inside the home within an aquarium, terrarium, small cage or similar type device as long as they are not poisonous or hazardous should they escape. Other dog breeds or mixed breeds which have the propensity for dangerous or vicious behavior as well as dangerous dogs defined by Fla. Stat. § 767.11 (2021) are not allowed within FAIRWAY POINTE. No such permitted domestic pet shall exceed one-hundred and thirty (130) pounds at full maturity. Pets permitted by this Section 9.2 shall be kept or harbored in a Home at all times, but only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within an enclosed portion of the Lot. For the purposes of this provision, invisible or electric fences do not qualify as "enclosed". No pet, regardless of any invisible or electric fence, is allowed to be in or appear to be in the front yard unleashed. No pet or animal shall be "tied out" or tethered on the exterior of the Home on a Lot or in the Common Areas or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the receipt of such notice. The Owner responsible for a pet shall be responsible for removing from the Common Areas any matter created by the pet and disposing of the same in a sanitary manner. Each Owner shall be responsible for all activities of its pet.

9.2.1. Owners who have pets that will be out of a contained indoor environment, or pets that will be permitted to go outside (regardless of if the pet will be on a leash or in an enclosed portion of a Lot), shall have liability insurance coverage on their pets at all times ("**Pets Requiring Insurance**"). Pets Requiring Insurance that are uninsurable, or are otherwise uninsured, shall not be allowed within the community, on the Lot, or in the Home.

9.2.2. At the Board's option, Owners may be required to register all cats and dogs with the Association, and upon request or upon a transfer of property or transfer of possession, may be required to provide proof of liability insurance coverage. The Board may promulgate rules and regulations regarding registration. In the absence of any particular rule or regulation, registration may be required upon Association request to an Owner.

9.2.3. Failure to obtain insurance or properly register a pet with the Association shall be considered a violation of this Declaration and may result in the removal of the pet and the Association may make use of any other remedy available for enforcement of the Declaration's provisions.

9.2.4. Each Owner agrees to indemnify and hold harmless the Declarant, the Association, and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any property or any of the Indemnified Parties from and, after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Owner's pet, their guests' pet(s), including, without limitation, actions of Owner's pets or their guests' pet(s), damages as a result of Owner's pet or their guest(s) pets, including but not limited to use of the Common Areas by Owners, their pets, their guests' pets, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal. An Owner whose pet causes damages to person or property in the community shall be responsible for same, and same shall be charged as an Individual Assessment against the owner, when incurred.

9.3. Artificial Vegetation. Except as otherwise permitted by Florida law, no artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or maintained upon the exterior portion of any Lot, unless approved by the ACC.

9.4. Automobiles and other Vehicles. Notwithstanding any other provision in this Declaration to the contrary, the following restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, repair, development or sales activities by the Declarant, Builders, or their contractors, subcontractors, suppliers, consultants, employees or agents. The following provisions apply to Owners, occupants, family members, guests, invitees, an Owner's contractors, tenants, lessees, and such lessee's occupants, family

members, visitors, guests, invitees, and/or any other person or entity in relationship or in privity with any of the aforementioned persons listed. The use of the word Owner in this Section shall apply to all aforementioned parties' vehicles, whether rented or owned.

9.4.1. Parking. Owners' vehicles shall be parked in the garage or driveway of the respective Owner's Lot and shall not block the sidewalk. No vehicles of any nature shall be parked on any portion of FAIRWAY POINTE or a Lot except on the surfaced parking area thereof. Vehicles shall not park on the paved or concrete surfaces comprising the Common Areas, except in designated parking areas, if any, and shall comply with the roadway parking restrictions herein. To the extent FAIRWAY POINTE has any guest parking, Owners are prohibited from parking in such guest parking spaces. Furthermore, no tenant, visitor, guest, invitee, or any other person shall commandeer any guest parking spots, including but not limited to the following, parking more than 5 days in a month on property, staying in the guest spot for more than 24 hours, or parking in a guest spot more than 30 times per year. No vehicles used in business for the purpose of transporting goods, equipment and the like, shall be parked in FAIRWAY POINTE except during the period of delivery of goods or during the provision of services. THE ROADWAYS ADJACENT OR IN PROXIMITY TO FAIRWAY POINTE ARE PART OF THE PUBLIC SYSTEM OF ROADWAYS. EACH OWNER BY THE ACCEPTANCE OF A DEED TO THEIR LOT ACKNOWLEDGES AND AGREES THAT THE ASSOCIATION, BUILDERS, AND THE DECLARANT HAVE NO CONTROL, LIABILITY, OR RESPONSIBILITY WITH REGARD TO ACCESS, DAMAGE, AND USAGE OF SUCH ROADWAYS, ADJACENT RIGHT OF WAYS, SIDEWALKS, ANY SAFETY SYSTEMS, WARNING SYSTEMS, OR TRAFFIC INSTRUMENTS USED BY, ON, OR FOR THE GENERAL PUBLIC. EACH OWNER COVENANTS AND AGREES, JOINTLY AND SEVERALLY, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE DECLARANT, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, ATTORNEYS, AGENTS, AND EMPLOYEES, AND ANY RELATED PERSONS, CONTRACTORS, OR CORPORATIONS FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, ACTIONS, CAUSES OF ACTION, OR DAMAGES, INCLUDING BUT NOT LIMITED TO THOSE ARISING FROM ANY PERSONAL INJURY, LOSS OF LIFE, OR DAMAGE TO PROPERTY, OR THE LIKE, SUSTAINED ON OR ABOUT THE PUBLIC FACILITIES OR THE PUBLIC ROADWAYS, OR WITH REGARD TO ANY OTHER IMPROVEMENT OR LAND DEDICATED TO THE ASSOCIATION OR COUNTY THAT SERVES THE PUBLIC, THE ASSOCIATION, OR ITS MEMBERS.

9.4.1.1. Roadway Parking. Notwithstanding anything herein to the contrary, the roadways in FAIRWAY POINTE are not intended to be used as an extension of Owner's or Lessee's parking spaces. Owners are not to park vehicles on the roadways. No vehicle shall be parked on the roadways within FAIRWAY POINTE between 11pm and 6am ("Overnight Hours"). Guest, visitor, or contractor vehicles may be occasionally (not daily) parked temporarily on the roadways outside of Overnight Hours. By way of example, if an Owner or Owner's lessee has a visitor for the day, such visitor may park in the roadways, however, should the visitor need to stay overnight, the visitor will need to park in the Owner's driveway, the garage, or any designated guest parking areas, under the designated guest parking area rules, which includes no commandeering. The Board of Directors may promulgate reasonable rules and regulations regarding parking, including but not limited to guest parking passes and holiday parking arrangements.

9.4.2. Repairs and Maintenance of Vehicles. No vehicle which cannot operate on its own power shall remain on FAIRWAY POINTE for more than twelve (12) hours, except in the garage of a Home. No repair or maintenance, except emergency repair, of vehicles shall be made within FAIRWAY POINTE, except in the garage of a Home. No vehicles shall be stored on blocks. No tarpaulin covers on vehicles shall be permitted anywhere within the public view.

9.4.3. Prohibited Vehicles. No commercial vehicle, limousine, recreational vehicle, all-terrain vehicles (ATV), boats (or other watercraft), trailers, including, without limitation, boat trailers, house trailers, mobile homes, and trailers of every other type, kind or description, or camper, may be kept within FAIRWAY POINTE except in the garage of a Home. The term "commercial vehicle" shall not be deemed to include law enforcement vehicles, utility vehicles (e.g. Broncos, Blazers, Explorers, Navigators, etc.), or clean "non-working" vehicles such as pick-up trucks, vans, or cars if they are used by the Owner on a daily basis for normal transportation; provided, however, vehicles with ladders, racks, and hooks or such other equipment

attached to such vehicles shall be "commercial vehicles" prohibited by this Section. No vehicles displaying commercial advertising shall be parked within the public view. Owners may cover their commercial vehicles with a car cover or cover the commercial logos with appropriately colored magnets, but no vehicles shall be covered within FAIRWAY POINTE for the purposes of storage. However, tarpaulin may not be used to cover any vehicles within FAIRWAY POINTE. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within FAIRWAY POINTE. For any Owner who drives an automobile issued by the County or other governmental entity (e.g. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Lot. No vehicle shall be used as a domicile or residence either temporarily or permanently. No all-terrain vehicles (ATVs), scooters or mini motorcycles are permitted at any time on any paved surfaces within the community or any paved surfaces forming a part of the Common Areas or Public Facilities (if any). Additionally, no ATV or mini motorcycle may be parked or stored within FAIRWAY POINTE, including on any Lot, except in the garage of a Home. The Board of Directors may promulgate reasonable rules and regulations relating to golf carts, including but not limited to use, prohibition, storage, and parking. Notwithstanding any other provision in this Declaration to the contrary, the foregoing restrictions shall not apply to construction vehicles utilized in connection with construction, improvement, installation, or repair by the Declarant, Builders, or their subcontractors, suppliers, consultants or agents.

9.4.4. Remedies. By virtue of membership in the Association, all vehicles of a member or any vehicles of a member's guest shall be immediately subject to an Individual Assessment, up to one-hundred fifty dollars, unless otherwise determined by the Board, and in addition, may be fined for: a violation of the governing documents parking provisions, a violation of the Association's parking policy, not being completely parked on a driveway, violating any Association rule or regulation, or being parked on any street or other paved surface within the community other than a driveway. These remedies are in addition to any other enforcement remedy available to the Association in the governing documents or at law. At the Board's discretion, any person subject to multiple violations may be dealt with more severely.

9.4.5. Towing. Any Owner, tenant, guest, invitee, resident, occupant, or contractor vehicle parked in violation of these or other restrictions contained in the governing documents or in the Rules and Regulations may be towed by the Association, at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding sixty (60) day period. Regardless of the owner of the vehicle, the Owner of the Lot shall have the charge placed on his account on behalf of the towed car of the associated person in privity with the Owner. Each Owner hereby indemnifies the Association for any costs or damages regarding towing of such a vehicle, whether it was the Owner's vehicle, or the vehicle of the Owner or the Owner's lessee, resident, occupant, or invitee. Each Owner by acceptance of title to a Home irrevocably grants the Association and its designated towing service the right to enter a Lot and/or tow vehicles in violation of this Declaration, with or without notice. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason of such towing or removal. By accepting title to a Home, the Owner provides to the Association the irrevocable right to tow or remove vehicles in violation of the governing documents and the rules and regulations for parking in the community, including but not limited to parking on the Owner's Lot or Common Areas. by accepting a deed to the Home, each owner acknowledges that no posted or statutory notice is required to tow those in privity with this Declaration and its Owners and Members; no county notices or signs in order to initially tow need to be posted. However, as to any notice the Board chooses to give, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief or an affirmative defense of any kind, and an affidavit of the person providing any said notice shall be conclusive evidence of notice given, if necessary. For purposes of this paragraph, "Vehicle" shall also mean campers, mobile homes, trailers, etc.

9.5. Casualty Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then the Owner thereof shall commence to rebuild or repair the damaged Home or improvement in accordance with Section 11.2.2 of this Declaration. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Notwithstanding anything to the contrary herein, to the extent that insurance coverage obtained and maintained by the Association covers such

casualty destruction, the Owner of such damaged or destroyed Home shall not perform any activities that would negate such coverage or impair the availability of such coverage.

9.6. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Home, sale or re-sale of other property owned by the Declarant and/or Builders, and administrative offices of the Declarant and/or Builders, no commercial or business activity shall be conducted within FAIRWAY POINTE, including, without limitation, within any Home. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees, customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. Any home business office within a home shall not have an impact on the community footprint, including but not limited to increased mail or parcel shipments and deliveries, increased vehicle traffic from cars or customers coming and going from appointments or day care services, increased traversing of the Property, increased noise or impact like mechanical work in the garage or driveway, or increased noise or impact on the roads within the Property, increased storage, including but not limited to using a garage as warehouse for inventory storage for business items or business equipment, etc. No home business that operates out of an office will be allowed should it have an impact on the existing community footprint in terms of persons, parcels, vehicles, noise, objects, or traversing the Property, among other like-kind impacts to the community and Owner's neighbors. No Owner may actively engage in any solicitations for commercial purposes within FAIRWAY POINTE. No solicitors of a commercial nature shall be allowed within FAIRWAY POINTE, without the prior written consent of the Association. No day care center or facility, "half-way house," assisted living facility, nursing home or group home may be operated out of a Home. No garage sales are permitted, except as permitted by the Association. Prior to the Community Completion Date, the Association shall not permit any garage sales without the prior written consent of the Declarant. Leasing of Homes shall not be considered "commercial activity" or "business activity" for purposes of this Declaration.

9.7. Completion and Sale of Homes. No person or entity shall interfere with the completion and sale of Homes and/or Lots within FAIRWAY POINTE by the Declarant and Builders. WITHOUT LIMITING THE FOREGOING, EACH OWNER, BY ACCEPTANCE OF A DEED, AGREES THAT ACTIONS OF OWNERS MAY IMPACT THE VALUE OF HOMES AND/OR LOTS; THEREFORE, EACH OWNER IS BENEFITED BY THE FOLLOWING RESTRICTIONS: PICKETING AND POSTING OF NEGATIVE SIGNS IS STRICTLY PROHIBITED IN ORDER TO PRESERVE THE VALUE OF THE HOMES AND/OR LOTS IN FAIRWAY POINTE AND THE RESIDENTIAL ATMOSPHERE THEREOF.

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

9.9. Cooking. No cooking shall be permitted, nor shall any goods or beverages be consumed on the Common Areas, except in areas designated for those purposes by the Association. The Board shall have the right to prohibit or restrict the use of grills or barbecue facilities throughout FAIRWAY POINTE.

9.10. Decorations. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes shall be installed or placed within or upon any portion of FAIRWAY POINTE without the prior written approval of the ACC. Notwithstanding the foregoing, holiday lighting, decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot as permitted by the ACC. Notwithstanding anything contained herein to the contrary, ACC approval shall not be required for any Owner to erect or install (i) holiday or seasonal decorations or lighting placed upon the exterior portions of the Home and/or upon the Lot commencing the week before Thanksgiving which shall be removed not later than January 15th of the following year, (ii) holiday or seasonal decorations placed upon the exterior portions of the Home and upon the Lot commencing four (4) weeks before Halloween, so long as such decorations are removed within one (1) week after Halloween, (iii) holiday decorations placed upon the exterior portions of the Home and upon the Lot commencing two (2) weeks before any federal holiday, so long as such decorations are removed within one (1) week after such federal holiday, as applicable, and (iv) a religious object not to exceed three inches (3") wide, six inches (6") high, and one and one-half inches (1.5") deep attached to the mantel or frame of the door of the Home. The ACC may establish reasonable standards for holiday lights and other decorations at its sole discretion. The ACC may require the removal of any

lighting or decoration that creates a nuisance (e.g., unacceptable spillover to adjacent Home or the community of FAIRWAY POINTE, including but not limited to excessive noise, lighting, or travel).

9.11. Disputes as to Use. In order to preserve the value of the Homes and the harmony of FAIRWAY POINTE, if there is any dispute as to whether the use of any portion of FAIRWAY POINTE complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by the Declarant, and thereafter by the Board. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

9.12. Drainage System. Drainage systems and drainage facilities may be part of the Common Areas and/or Lots. Once drainage systems or drainage facilities are installed by the Declarant or a Builder, as applicable, the maintenance of such systems and/or facilities thereafter within the boundary of a Lot shall be the responsibility of the Association; however, the Association and Owners shall have the same obligations and responsibilities as otherwise described in this Declaration. In the event that such system or facilities (whether comprised of swales, pipes, pumps, water body slopes, or other improvements) is adversely affected by landscaping, fences, structures (including, without limitation, pavers) or additions installed by an Owner, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the record title owner of such Lot containing all or a part of such drainage system. By way of example, and not of limitation, if the Owner of one Lot plants a tree (pursuant to ACC approval) and the roots of such tree subsequently affect pipes or other drainage facilities within another Lot, the Owner that plants the tree shall be solely responsible for the removal of the roots which adversely affects the adjacent Lot. Except for improvements installed or approved by the Declarant or SWFWMD, no Home, structure, building, landscaping, fence, wall or other improvement shall be constructed, installed, placed or maintained in any manner that would obstruct, interfere with the SWMS or change the direction or flow of water in accordance with the SWMS approved for FAIRWAY POINTE, for any part thereof, or for any Lot as shown on the approved drainage plans on file with the County, SWFWMD or other governing body having jurisdiction over FAIRWAY POINTE. In addition, no Owner shall change the grade or elevation of a Lot in any manner that would obstruct, interfere with, or change the direction or flow of water in accordance with the approved drainage plans. NOTWITHSTANDING THE FOREGOING, THE ASSOCIATION, THE DECLARANT, AND BUILDERS SHALL HAVE NO RESPONSIBILITY OR LIABILITY FOR DRAINAGE PROBLEMS OF ANY TYPE WHATSOEVER.

9.13. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (i) notifying the Association in writing; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to the Association. Neither the Association, the Declarant nor any Builder shall have any responsibility of any nature relating to any unoccupied Home. However, in extreme cases, the Association may enter an abandoned Dwelling to inspect the Dwelling and adjoining Common Property; make repairs to the Dwelling or to the Common Property serving the Dwelling, as needed; take action to repair the Dwelling if mold or deterioration is present; turn on the utilities for the Dwelling, if necessary; or otherwise maintain, preserve, secure, or protect the Dwelling and adjoining Common Property. In absence of actual knowledge of abandonment, a Dwelling is presumed to be abandoned if: (a) The Dwelling is the subject of a foreclosure action and no tenant appears to have resided in the Dwelling for at least four (4) continuous weeks without prior written notice to the Association; or (b) No tenant appears to have resided in the Dwelling for two (2) consecutive months without prior written notice to the Association, and the Association is unable to contact the Owner or determine the whereabouts of the Owner after reasonable inquiry; however, this presumption does not apply if all assessments against the Dwelling are current, or the Association has been notified of an intended absence. Any expense incurred by the Association pursuant to this paragraph is chargeable to the Owner and enforceable as an assessment and the Association may use its lien authority to enforce collection of the expense, this may include unjust enrichment expenses, which shall be collectable against all current and future owners, who will be jointly and severally liable for such amounts. Even in the case of a first mortgagee acquiring title, any unjust enrichment expenses shall be collected over and above even the installment assessment amounts of the statutory cap granted to a first mortgagee.

9.14. Fences and Walls. Except for walls or fences erected or installed by the Declarant or Builders, no walls or fences shall be erected or installed without prior written consent of the ACC. Unless otherwise approved by the ACC, all fences installed within the Property by anyone other than Declarant must be made of white polyvinyl chloride (PVC). No chain link fencing of any kind shall be allowed. Fences shall not be installed flush to the ground

so that drainage will be blocked in any way. All fences must be in compliance with the Community Standards. Due to the Association's maintenance requirements and responsibilities, the installation of fences within a drainage easement area is not expected to be approved by the ACC, the Association, or the Developer. However, in the event a fence is installed within a drainage easement area, with prior written ACC approval, the Owner is solely responsible for fence repair or replacement if the drainage easement area needs to be accessed for repairs. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in compliance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC.

9.15. Fuel Storage. No fuel storage shall be permitted within FAIRWAY POINTE, except as may be necessary or reasonably used for generators, swimming pools, spas, barbecues, fireplaces, lawn maintenance equipment or similar devices.

9.16. Garages. No garage shall be converted into a general living area or permanently enclosed. Garage doors shall remain closed at all times except when vehicular or pedestrian access is required.

9.17. Garbage Disposal. Trash collection, recycling and disposal procedures established by the Association shall be observed. No outside burning of trash or garbage is permitted. No garbage cans, recycling cans, supplies, or other similar articles shall be maintained on any Lot so as to be visible from the street. Each Owner shall be responsible for properly depositing his or her garbage and trash in garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash and recycling receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans, trash containers and recycling containers shall not be placed outside the Home for pick-up earlier than 7:00 p.m. on the day preceding the pick-up and shall be removed the day of pick-up. Except for normal construction debris on a Lot during the course of construction of a Home, no garbage, refuse or debris of any kind shall be placed or permitted to accumulate upon any portion of FAIRWAY POINTE. Within thirty (30) days after the issuance of a final or temporary Certificate of Occupancy for a Home, the Builder shall remove all construction debris, refuse or other garbage from the Lot and property surrounding the Lot left by such Builder or its agents or Contractors.

9.18. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved in writing by the ACC, shall match the color or trim of a Home and be of a neutral color. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (or at any other time). Any such approved hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval by the ACC shall not be deemed an endorsement of the effectiveness of hurricane shutters. Notwithstanding the foregoing, in the event of an emergency and issued storm warning, Owners may install temporary emergency storm protective window coverings up to seventy-two (72) hours prior to the expected arrival of a storm, which must be removed within seventy-two (72) hours after the end of such storm.

9.19. Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each Owner's responsibility to treat and remove any such staining within an Owner's Lot. The Declarant may, at its sole discretion, utilize a computerized loop system to irrigate the Common Areas. Any computerized loop irrigation system that is not specifically the maintenance obligation of the Association or an Owner pursuant to the terms of this Declaration, shall be the maintenance obligation of the Association and is deemed part of the Common Areas.

9.20. Laundry. Subject to the provisions of Section 163.04, Florida Statutes (2022), to the extent applicable, no rugs, mops, or laundry of any kind, or any other similar type of article, shall be shaken, hung or exposed so as to be visible outside the Home or Lot. Clotheslines may be installed in the rear of a Lot so long as not visible from the front of the Lot; provided, that, any such clothesline shall be removed when it is not in use as a clothesline. Nothing in this Declaration shall be deemed to prohibit the installation of energy devices based on renewable resources (e.g., solar collector panels); provided, however, such devices shall be installed only as approved by the ACC, including but not limited to placement, and in accordance with the Community Standards.

9.21. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be made in any portion of FAIRWAY POINTE as determined by the Board in its sole discretion. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of FAIRWAY POINTE shall be the same as the responsibility for maintenance and repair of the property concerned.

9.22. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements of Homes (collectively, "Lease Agreements") are subject to the provisions of this Section. All Lease Agreements shall be in writing. A lease is defined as any permitted occupancy of a Home or Lot by someone other than an Owner, which shall include not only formal leases, but also any type of license, permission, consideration, or occupancy granted to someone other than the Owner to occupy a Lot or Home. A copy of all Lease Agreements shall be provided to the Association. No Lease Agreement may be for a term of less than twelve (12) months, unless otherwise prohibited by law. No Owner may Lease more than three times in a single twelve (12) month period. The Lessee, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with the Governing Documents, all Rules and Regulations, and all policies adopted by the Association. The record title owner of the Lot is responsible and liable for all violations and losses caused by such Lessees or occupants, notwithstanding the fact that such Lessees are also fully liable for any violation of the Declaration or Rules and Regulations. By acceptance of a deed to a Home, the Owner hereby agrees to remove, at the Owner's sole expense, by legal means including eviction, his or her Lessee should the Lessee refuse or fail to abide by and adhere to this the Governing Documents, the Rules and Regulations and any other policies adopted by the Association. The record title owner of a Lot will be jointly and severally liable with the Lessee to the Association for any amount (as determined in the sole discretion of the Association) which is required by the Association to repair any damage to any portion of FAIRWAY POINTE or to pay any claim for personal injury, death, or damage to property caused by the act or omission of such Lessee or its guests, family members or occupants. Individual Assessments may be levied against the Lot for any such amounts. All Lease Agreements shall require the Home to be used solely as a private single family residence. Each leased Home shall be occupied by the Lessee, members of the Lessee's family, overnight guests and professional caregivers as a residence and for no other purpose. Sub-leasing is strictly prohibited, and the Lessee under any Lease Agreement must be the occupant of the Home, during such time as a Home is leased, the Owner of such Home shall not enjoy the use privileges of the Common Areas appurtenant to such Home. ALL LEASES SHALL COMPLY WITH SECTION 26 OF THIS DECLARATION.

9.22.1. Remedies. Upon breach of the rental rules and regulations, the Association may use any remedy available at law, including but not limited to: (1) levying compliance based Individual Assessments from a schedule; (2) issuing fines under the statutory fining process; (3) seeking private or statutory mediation or arbitration; (4) seeking injunctions or lawsuits for damages; or (5) seeking eviction of non-owner occupants and tenants. The Owner shall pay all costs and attorney's fees that the Association may incur as a result of enforcement at the time the expense is incurred, and shall fully indemnify the Association for any damages or claims related to enforcement.

9.22.2. The Board of Directors may place a percent cap on rentals in the community, to be not more than 10% of the community without amendment to this provision; for the purposes of this provision, Sub-Association and Affiliated Entity exclusions or waivers do not count toward the total of Homes or units rented. The Board of Directors may also require a new Owner to own their Home for no less than twelve (12) months before becoming eligible to rent or lease the Lot. Should the Board of Directors implement either provision into the Governing Documents and rental regulations of the Association, both implemented provisions shall only apply on a prospective basis after implementation. The Association may also make clarifications and improvements to the rental process, rules, and regulations. By means of example and not of limitation, the Association may define the necessary limits and implement reasonable rules and regulations governing total number of rentals, ownership limits, guest limits, rental security funds, tenant definitions and corporate/related entity ownership rules, composition, or related parties.

9.23. Mailboxes and Lampposts. Except as otherwise provided in Section 14 of this Declaration with respect to Builders, no mailboxes or lampposts shall be installed on any Lot without prior written consent of the ACC.

The ACC shall have the right to require that all mailboxes lampposts shall be of one particular type or design specified by the ACC so long as such designated type or design, in the case of mailboxes, meets the rules and regulations of the United States Post Office Department.

9.24. Minor's and Guest's Use of Commonly Shared Facilities. Adults shall be responsible for all actions of their minor children or guests at all times in and about FAIRWAY POINTE. Neither the Declarant, the Builders nor the Association shall be responsible for any use of the Common Areas or by anyone, including minors.

9.25. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of FAIRWAY POINTE is permitted. No firearms shall be discharged within FAIRWAY POINTE. The foregoing restriction shall not apply to sales, marketing, construction and development activities by Builders. Nothing shall be done or kept by any Owner or Builder within the Common Areas or any other portion of FAIRWAY POINTE, including a Home or Lot, which will increase the rate of insurance to be paid by the Association. The Board of Directors shall have the power and the authority to define and regulate nuisances. Should the Association define the particulars of a nuisance in the rules and regulations of the Association, it shall be given judicial and administrative deference as correct unless such rule or regulation is wholly unreasonable, arbitrary, or capricious. In the absence of specific rules and regulations governing nuisances, the Board of Directors may, but under no circumstances is required to, utilize the standards articulated in municipal, state, or county ordinances, codes, provisions, or statutes for the purposes of determining the existence or presences of nuisances or violations of this nuisance provision, including but not limited to noise or volume nuisances, particular obnoxious or offensive activities, solicitation or loitering, light nuisances, temporal behavior for certain activities, pet nuisances, and any other properly adopted governmental standard that has been specified and defined by governmental entities. However, the Association may directly choose to be more or less restrictive with its nuisance standard in an adopted rule and resolution without having an impact at all as to the Association's adopted rule or resolution being wholly arbitrary.

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

9.27. Paint. The exterior of Homes shall be repainted by the Owner of a Lot when the Association notices an Owner to do so. An Owner may request in writing that the Association allow up to forty-five (45) days from the date of the Association notice to allow the Owner to fully complete the painting of the exterior of the Home.

9.28. Personal Property. All personal property of Owners or other occupants of Homes shall be stored within the Homes. No personal property, except usual patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Home, or any other portion of FAIRWAY POINTE, which is unsightly, or which interferes with the comfort and convenience of others. No patio furniture or swings shall be installed or placed within or upon any portion of the front of a Home or Lot so as to be visible outside the Home or Lot, without the prior written approval of the ACC. The ACC may establish standards for patio furniture and patio swings at its sole discretion. Swings and patio furniture will not be approved by the ACC for placement in front of the Home unless a front porch is part of the architectural design of the Home. Except as otherwise approved by the ACC in accordance with the foregoing, all other outdoor furniture and lawn furniture must be used and stored only in the rear of the Home and shall not be visible from the street in front of the Home. The Board may require the removal of any patio furniture or lawn furniture that is unsightly or creates a nuisance in the Boards' sole discretion. In the event a Home will be unoccupied for a period of seven (7) or more days, prior to departure by the Owner, such Owner must remove all patio furniture and lawn furniture from outside the Home and Lot. In addition, all patio furniture, lawn furniture, lawn ornaments and other similar personal property located outside on a Lot shall be removed from outside and stored within the Home or other secure area upon issuance of any storm warnings of a Tropical Storm Warning or higher storm warning. The record title owner of a Lot shall be solely responsible for any personal property or debris from their Lot which causes injury or damage in the event of high winds or a severe weather event.

9.29. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of FAIRWAY POINTE, change the level of the land within FAIRWAY POINTE, or plant landscaping which results in any permanent change in the flow and drainage of surface water within

FAIRWAY POINTE. Owners may place additional plants, shrubs, or trees within any portion of FAIRWAY POINTE within their respective Lots with the prior written approval of the ACC.

9.30. Driveways and Pressure Cleaning. Pavement located within a Lot, including, but not limited to, walkways and driveways, shall be kept in a first class, neat, and presentable condition by the Owner of the Lot. Furthermore, should any Owner fail maintain pavement located within their Lot, the Association may notice an Owner for such items to be pressure cleaned by the Owner of such Lot. An Owner may request in writing that the Association allow up to thirty (30) days from the date of the Association notice to allow the Owner to fully complete the pressure cleaning. In the event an Owner does not comply with this Section, the Association may perform the necessary maintenance required by this Section and charge the costs thereof to the non-complying Owner as an Individual Assessment, in addition to any other enforcement remedy available to the Association in the Governing Documents or at law. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk.

9.31. Satellite Dishes and Antennae. No exterior visible antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment shall be placed on any Home or Lot without the prior written approval thereof being first obtained from the ACC as required by this Declaration. certain things that comply with law, including but not limited to location, coloring, or screening from view, etc. Each Owner agrees that the location of such items must be first approved by the ACC in order to address the structural safety of such items for the welfare of residents of FAIRWAY POINTE (including an evaluation of whether such item may pose a structural or fall hazard to adjoining Lots). The ACC's approval of the installation of any such item or device shall not be construed as any opinion, representation, warranty or guarantee as to the structural safety or soundness of same, nor shall the ACC's approval be deemed to provide any opinion, representation, warranty or guarantee with respect to potential hazards to health or safety caused by any such item or device. As a general rule, no owner may operate a device that interferes with the reception or frequencies of other Owners or intercepts signals, receptions, or frequencies of other Owners. Installations shall be in conformation with the rules of the FCC and the Governing Documents to achieve a result in which both bodies of law are followed to the fullest extent. Installation, maintenance, and use of all antennas shall comply with the Community Standards may be adopted by the Board to help provide guidance to Owners. The ACC, the Declarant and/or the Association, or any person acting on behalf of any of them, shall not be liable for any cost, injuries or damages incurred by any Owner or Builder or any other party whatsoever, due to any antennae, radio masts, towers, poles, aerials, satellite dishes, or other similar equipment placed on any Home or Lot. As a general rule, any and all antennas not covered under FCC rules are prohibited outright.

9.32. Screened Enclosures. All screening and screened enclosures shall have the prior written approval of the ACC and shall be in accordance with the Community Standards. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC, and shall comply with the Community Standards. There shall be no screen garages or screened front yard patios when not in use. No garage screen may be seen or down when the garage is closed, and must be hidden and up when not in use. All decks, patios, and lanais shall have the prior written approval of the ACC and shall be in compliance with the Community Standards.

9.33. Signs and Flags. No sign, flag, banner, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any part of FAIRWAY POINTE, including, without limitation, any Home, Lot or vehicle, that is visible from the outside; provided, however, any Owner may display in a respectful manner one (1) portable, removable United States flag or official flag of the State of Florida and one (1) portable, removable official flag of the United States Army, Navy, Air Force, Space Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Any such permitted flags may not exceed four and one-half feet (4'1/2') by six feet (6'). Each Owner may erect one (1) freestanding flag pole that is no more than twenty feet (20') high on any portion of such Owner's Lot if the flag pole does not obstruct sightlines at intersections and is not erected within or upon any easement. The flag pole may not be installed any closer than ten feet (10') from the back of curb, or within ten feet (10') of any Lot boundary line. Any Owner may further display from the flagpole, one (1) official United States flag, not larger than four and one-half feet (4 1/2') by six feet (6'), and may additionally display one (1) official flag of the State of Florida or the United States Army, Navy, Air Force, Space Force, Marine Corps, or Coast Guard, or a POW-MIA flag. Such additional flag must be equal in size to or smaller than the United States flag. Any flag pole installed in accordance with this Section is subject to all building codes, zoning setbacks, and other applicable governmental regulations, including, without limitation noise and lighting ordinances in the County and all setback and location criteria contained in this Declaration, the Governing Documents, and in the Community Standards.

The Declarant, the Builders, and the Association are exempt from this Section; provided, further, the Declarant specifically reserves the right, for itself, its designated affiliates, and for Builders, and their respective agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon any property within FAIRWAY POINTE such signs and flags as the Declarant deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Lots and Homes; provided, however, notwithstanding anything to the contrary herein, the exercise by a Builder of the rights and exemptions in this Section shall be subject to the Declarant's prior written approval as to the location, size, content and design of such Builder's signs and flags within FAIRWAY POINTE, which approval shall not be unreasonably withheld, conditioned or delayed. Within thirty (30) days of the final sale of the last Home owned by a Builder within FAIRWAY POINTE, the Builder shall remove from FAIRWAY POINTE all marketing materials including, but not limited to, flags banners, placards and signage. The right of Builders to display signs and flags for the leasing of Homes (subject to Declarant's approval) shall continue for so long as the Builder owns a Lot or Home within FAIRWAY POINTE. The Declarant reserves the right to institute a signage plan for FAIRWAY POINTE, which such signage plan must be complied with by all Builders. The prohibitions on signs displayed on or within vehicles contained above in this Section shall not apply to commercial vehicles such as for construction use or providing pick-up and delivery services and other commercial services.

9.34. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of FAIRWAY POINTE without the prior written consent of the ACC. No equipment shall ever be attached or affixed to a Home. No basketball backboards, skateboard ramps, or play structures will be permitted without the prior written approval by the ACC. Such approved equipment shall be located at the rear of the Lots or on the inside portion of corner Lots within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. Rules and Regulations governing basketball hoops may be adopted by the Association from time to time. All sports equipment, nets, apparatuses, and objects shall be stored in the garage or completely out of view from the street when not in active use.

9.35. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted, and no other structure or improvement shall be constructed, erected, altered, modified or maintained without the prior written approval of the ACC, which approval shall conform to the requirements of this Declaration, the Governing Documents, and the Community Standards. Water softeners, trash containers, propane tanks, and other similar devices shall be properly screened from all roadways in a manner approved by the ACC. This Section 9.35 shall not apply to temporary structures and storage facilities utilized by Builders in connection with the construction, marketing or sale of Homes within FAIRWAY POINTE. Builders shall have the right to place, erect or construct portable, temporary or accessory buildings or structures within FAIRWAY POINTE for sales, construction storage or other purposes, subject to the prior written approval by the Declarant as to the location, design and quality of all portable, temporary or accessory buildings or structures within FAIRWAY POINTE for sales, construction storage or other purposes, which approval shall not be unreasonably withheld, conditioned or delayed.

9.36. Subdivision and Regulation of Land. No portion of any Lot shall be divided or subdivided or its boundaries changed without the prior written approval of the Declarant prior to the Community Completion Date, and thereafter, by the Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to FAIRWAY POINTE, without the prior written approval of the Declarant, which may be granted or denied in its sole discretion.

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

9.38. Swimming, Boating and Docks. Unless expressly permitted in designated areas as determined by the Declarant and/or the Association, as applicable, swimming and fishing are prohibited within any of the retention/detention areas or water bodies within the boundaries of FAIRWAY POINTE. Boating and personal

watercraft (e.g., waterjet skis), including non-motorized boats (e.g. kayaks) are prohibited. No private docks may be erected within any water body.

9.39. Swimming Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (i) the composition of the material must be thoroughly tested and accepted by the industry for such construction; (ii) any swimming pool constructed on any Lot shall have an elevation at the top of the pool of not over two feet (2') above the natural grade unless approved by the ACC; (iii) pool enclosures must be of a design, color and material approved by the ACC; and (iv) pool enclosures shall in no event be higher than the roof line of the Home. Pool enclosures shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by the Declarant or a Builder, no diving boards, slides, or platforms shall be permitted without ACC approval. Under no circumstances may chlorinated water be discharged onto other Owners' lawns, the community roadways, or into any retention/detention areas within FAIRWAY POINTE or adjoining properties.

9.40. Unmanned Aircraft Systems. Drones or similar unmanned aircraft, either with or without cameras, shall not be operated by an Owner, its Immediate Family Members, Lessees, guests or invitees on, over or from any Lot or Common Area within FAIRWAY POINTE, except for the purpose of an Owner or their authorized agent periodically inspecting the Owner's respective Lot or Home, or as otherwise permitted by the Board from time to time. The Board is specifically vested with the exclusive authority to adopt reasonable Rules and Regulations concerning or related to the operation of drones or similar unmanned aircraft on, over or from Lots or Common Areas. All drones or similar unmanned aircraft systems shall only be operated in accordance with Federal, State and Local regulations, all as amended from time to time. In no event shall an operator of a drone or similar unmanned aircraft system invade the privacy of another person on any Lot or the Common Area. No person shall operate a drone or similar unmanned aircraft system in any manner that constitutes a nuisance or harasses, annoys, or disturbs the quiet enjoyment of another person, including, without limitation, to another Owner, its Immediate Family Members, Lessees, guests or invitees. After the Association provides an Owner notice of a violation of this paragraph, among other enforcement remedies of these Governing Documents, including but not limited to a court injunction for violation of this provision, the Association may impose up to a two-hundred and fifty dollars (\$250) Individual Assessment against the Owner, pre occurrence, for each subsequent violation of this provision.

9.41. Use of Homes. Each Home is restricted to residential use as a residence by the Owner or permitted occupant thereof, its Immediate Family Members, guests, Lessees and invitees. This Section 9.41 shall not apply to Builders.

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

9.43. Wells and Septic Tanks. No individual wells or septic tanks will be permitted on any Lot.

9.44. Wetlands and Mitigation Areas. If the Common Areas include one or more preserves, wetlands, and/or mitigation areas, no Owner or other person shall take any action or enter onto such areas so as to adversely affect the same without ACC approval and approval from any governmental agencies having jurisdiction. Such areas are to be maintained by the Association in their natural state.

9.45. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other window coverings, and no newspaper, aluminum foil, sheets or other temporary window treatments are permitted, except for periods when permanent window treatments are being cleaned or repaired. No security bars shall be placed on the windows of any Home. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. Owners are responsible for caulking or re-caulking all windows to insure water tightness.

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

9.47. Surveillance Equipment and Security Systems. Except for video monitoring doorbells, all exterior components of any security system or surveillance equipment require prior written approval from the ACC. Notwithstanding the foregoing, Owners may install compact video-equipped doorbells on the exterior of the Home in accordance with the Community Standards. No security and/or surveillance systems shall be installed in a manner that is unsightly or which interferes with the comfort and convenience of other Owners. All conduits and wiring on the exterior portion of a Home shall be encased and painted to match the adjacent exterior surface of the Home. Security cameras and other surveillance equipment shall not be directed onto a neighboring Home or installed directly across from the window of an adjacent Home. Security alarms audible outside of the Home must be connected to a monitoring service that is able to remotely turn off the alarm, or the security alarm must automatically turn off after no more than fifteen (15) minutes of noise production audible outside of the Home.

9.48. Restrictions on Occupancy. The Fair Housing Amendments of 1988 (Public Law 100-430, approved September 13, 1988) ("Fair Housing Act"), which became effective in March 1989, and as amended effective December 31, 1995, provides that communities cannot reject families with children. However, the Fair Housing Act provides that a community is exempt from this prohibition if: (a) at least eighty percent (80%) of the Lots are occupied by at least one (1) person fifty-five (55) years of age or older per Lot; and (b) the community has published and adheres to the policies and procedure which demonstrate an intent by the owner or manager to provide housing for persons fifty-five (55) years of age or older (collectively, "Requirements for Exemption"). For so long as such provision of the Fair Housing Act are in effect, the Declarant and the Association intend that FAIRWAY POINTE will be a community which falls within this exemption to the Fair Housing Act ("Exemption") and may therefore prohibit families with children nineteen (19) years of age or younger from residing within FAIRWAY POINTE. Therefore, for so long as such provisions of the Fair Housing Act are in effect, except as herein provided, (i) at least one occupant in each Lot of FAIRWAY POINTE must be at least fifty-five (55) years of age or older, except as hereinafter set forth; and (ii) the Association must publish and adhere to policies and procedures which demonstrate an intent by the Association to provide housing for persons fifty-five (55) years of age or older. Declarant or the Association, acting through the Board shall have the power to amend this Section, without the consent of the Owners or any other person (except Declarant), for the purpose of maintaining this Section consistent with the Fair Housing Act, the regulations adopted pursuant thereto, and any related judicial decisions.

9.48.1. Board Discretion. The Requirements for Exemption contemplate that up to twenty percent (20%) of the Lots may be occupied by persons all of whom are under the age of fifty-five (55) without the loss of the exemption. Accordingly, the Board, upon application by an owner, tenant, purchaser or proposed leases, shall have the absolute discretion to allow a home to be occupied only by individuals under the age of fifty-five (55) based upon criteria that the Board shall determine, which criteria shall include, by way of example and not of limitation, information then known to the Board concerning potential or pending changes in the occupancy of other Lots in FAIRWAY POINTE, if any, due to known adverse medical conditions or domestic relations in the ages of any likely remaining occupants of such Lots; other known prospective changes in the occupancy of Lots for whatever reasons; proximity to the age fifty-five (55) of those occupants of other Lots and FAIRWAY POINTE then under such age; and any other information known to and deemed relevant by the Board in carrying out its duty to monitor and control the percentage of homes becoming occupied by only persons under the age of fifty-five (55). However, for so long as the age provisions of the Fair Housing Act are in effect, the Board shall comply with the requirements for Exemption, including but not limited to, ensuring the not more than twenty percent (20%) of the Lots in FAIRWAY POINTE are occupied only by individuals under the age of fifty-five (55).

9.48.2. Declarant Rights; Limitations. Notwithstanding the provisions of Paragraph A above, Declarant shall have the right to convey a Lot owned by Declarant to a purchaser who intends that the Lot be occupied by persons under fifty-five (55) years of age provided that, for so long as the Fair Housing Act is in effect, after the conveyance not more than twenty percent (20%) of the Lots shall be occupied by persons under fifty-five (55). Such Lot shall, at the first change of occupancy thereafter, be subject to the requirement that at least one (1) occupant be fifty-five (55) years of age or older unless waived by the Board pursuant to the provisions of Paragraph A above.

9.48.3. Board Responsibility. It shall be the responsibility of the Board to monitor the percentage of Lots with occupants all of whom are under the age of fifty-five (55) to insure that the Board does not

permit more than twenty percent (20%) of the Lots in FAIRWAY POINTE to be occupied only by persons under the age of fifty-five (55). The Board shall have the right to promulgate rules and regulations necessary to comply with the Requirements for Exemption so that the provisions of subparagraph E hereof limiting the number of days that children nineteen (19) years of age or younger may stay in a Lot are enforceable. The Board shall also be responsible for complying with the provisions of Section 760.29, Florida Statutes, as amended from time to time.

9.48.4. Owner Responsibility. No Owner may lease or sell his Home unless at least one (1) of the intended occupants is fifty-five (55) years of age or older at the time of the occupancy, and such Owner shall submit an age verification form to the Association prior to the effective date of such occupancy which sets forth the ages of the intended occupants. The Board, however, shall have the right, in its sole and absolute discretion, to waive this requirement based upon criteria in accordance with the provisions set forth in Paragraph A hereof, but not if more than twenty percent (20%) of the Lots will not have at least one (1) occupant fifty-five (55) years of age or older. In the event there is a change in the occupants of the Home (e.g., a death or a divorce) so that at least one (1) of the occupants is no longer fifty-five (55) years of age or older, the Owner must immediately notify the Association of said change in writing.

9.48.5. Children. As long as FAIRWAY POINTE falls within the Exemption, no children nineteen (19) years of age or younger shall be permitted to reside in any of the Lots, except for a period of time not to exceed a total of sixty (60) days per calendar year. In addition, children shall be allowed to play only in those areas of FAIRWAY POINTE designated from time to time by the Association.

9.48.6. Notwithstanding anything contained herein to the contrary, it is acknowledged and agreed that, although it is the intent of Declarant and the Association that FAIRWAY POINTE falls within the Exemption so that persons nineteen (19) years of age or younger will be prohibited from residing within FAIRWAY POINTE, no representation or warranty is given that FAIRWAY POINTE will comply with the Exemption, and in the event for any reason it is determined that FAIRWAY POINTE does not fall within the Exemption, and therefore it is unlawful to discriminate against families with children nineteen (19) years of age or younger, neither Declarant nor the Association shall have any liability in connection therewith.

9.48.7. Enforcement. The Association may enforce this Section by any legal or equitable manner available, as the Board deems appropriate, including, without limitation, conducting a census of the Occupants of Lots, requiring that copies of birth certificates or other proof of age for one (1) Age- Qualified Occupant per Lot be provided to the Board on a periodic basis, and taking action to evict the Occupants of any Home that do not comply with the requirements and restrictions of this Section. The Association's records regarding individual members shall be maintained on a confidential basis and not provided except as legally required to governing authorities seeking to enforce the Act. Each Owner shall fully and truthfully respond to any Association request for information regarding the Occupancy of Lots which, in the Board's judgment, is reasonably necessary to monitor compliance with this Section. Each Owner hereby appoints the Association as its attorney-in-fact for the purpose of taking legal or equitable action to dispossess, evict, or otherwise remove the Occupants of any Lot as necessary to enforce compliance with this Section. The Owner is responsible for the costs and expenses of enforcement when incurred. Should the owner be deemed the prevailing party at any subsequent judicial, administrative, or state proceeding, the owner shall receive all costs and expenses to be paid by the Association and the Association shall ensure the owner account is brought whole to the point in time just prior to the base claim occurring or the initial action being taken in the matter. Notwithstanding the foregoing, in no event may such costs and expenses be recovered against the Association or Developer, unless otherwise required by Law. Any amounts incurred in enforcement, including reasonable attorneys' fees, shall be a lien upon the lot and recovered like an assessment. If needed, a party is deemed as prevailing if an owner provides the relief originally requested.

9.49. Right of Association to Enforce Use Restrictions. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Section. In the event an Owner does not comply with a provision in this Section, either by act or omission, the Association may use any enforcement remedy at law, including but not limited to fines, abatement, individual assessments, pre-suit mediation, or litigation, or any other right or claim in law, including by use of a schedule of fines or a schedule of individual assessments, or in equity, or as provided by this Declaration, including but not limited to those remedies listed in the

this Section, or any other remedy in the governing documents, or any remedy at Florida Law. Any requirement or provision in this Section applies equally to the acts or omissions of not only an Owner, but also an Owner's occupants of the Owner's Home, an Owner's lessee, or the guests, invitees, contractors, or any other persons in connection with or associated with any of the previously listed parties, for any reason. Regarding use restrictions, the Association may pursue as many claims and remedies without waiving its right to simultaneously pursue any or all other remedies. All remedies may be sought simultaneously against the Owner and/or any of the above listed parties; by virtue of holding a deed to the Lot, an Owner is jointly and severally liable for compliance with this Section. By way of example as to conclusive remedies, and not by limitation, payment of an imposed fine does not cure a use restriction violation, the use restriction violation must also be cured or it may be abated by the Association and charged back to the Owner. In the same vein, paying an individual assessment charged against an account does not satisfy the Owner's obligation to also pay a levied fine that has been imposed. The Declarant and Association shall have the right to enforce this Section by all necessary legal action.

10. Easement for Unintentional and Non-Negligent Encroachments. If any building or improvement upon a Lot shall encroach upon another Lot or upon the Common Areas by reason of original construction by the Declarant or any Builder, then an easement for such encroachment shall exist so long as the encroachment exists, with no further action required by the Declarant, the Builder or any Owner to establish such easement. Lots may contain improvements such as balconies, HVAC systems or other improvements that may pass over or underneath an adjacent Lot or over or underneath the Common Areas. A perpetual nonexclusive easement is herein granted to allow such improvement and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot.

11. Responsibility for Insurance, Repair and Replacement.

11.1. Insurance.

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

11.1.2. Liability Insurance. The Association shall procure for the Common Areas only commercial general liability insurance coverage providing coverage and limits deemed appropriate by the Board. Such policies must provide that they may not be cancelled or substantially modified by any party, without at least thirty (30) days' prior written notice to the Declarant (until the Community Completion Date) and the Association.

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

11.1.4. Other Insurance. The Association shall maintain such other insurance coverage as appropriate from time to time, except for insurance on the exterior and roofs of the Homes, which shall be the responsibility of the respective Owner. All coverage obtained by the Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto, but excluding the exterior and roofs of the Homes.

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

11.2. Homes.

11.2.1. Requirement to Maintain Insurance. Each Owner of a Lot shall be required to obtain and maintain adequate insurance on his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work, and/or shall cover the costs to demolish a damages Home as applicable, remove the debris, and to re-sod and landscape land comprising the Lot. Upon the request of the Association, each Owner

shall be required to supply the Board with evidence of insurance coverage on its Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

11.2.2. Requirement to Reconstruct or Demolish. In the event that any Home on a Lot is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("**Required Repair**"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("**Required Demolition**") to the extent permitted under law. If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home and the Required Repair must be completed within six (6) months from the date of the casualty or such longer period of time established by the Board and its sole and absolute discretion, subject to extension if required by law. If an Owner elects to perform the Required Repair, such reconstruction and or repair must be completed in a continuous, diligent, and timely manner. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within six (6) months of the date of the casualty or such longer period of time established by the Board and its sole and absolute discretion, subject to extension if required by law. Notwithstanding anything contained herein to the contrary, in the event an Owner elects to perform the Required Demolition, the Association shall have the right to require such Owner to thereafter commence to rebuild the Home, and such reconstruction/rebuilding of the Home must be completed within one (1) year from the date such Required Demolition is completed, or such longer period of time established by the Board and its sole and absolute discretion, subject to extension if required by law. As to any such reconstruction of a destroyed Home or improvements, the same should only be replaced as approved by the ACC. The Association shall have the right to inspect the progress of all reconstruction and or repair work. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements by way of example, the Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her home within the time periods in the manner provided herein.

11.2.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section 11 shall be in accordance with the Community Standards and any other standards established by the Association with respect to any casualty that affects all or a portion of FAIRWAY POINTE.

11.2.4. Additional Rights of the Association. Each Owner, by acceptance of a deed to their Lot, agree to provide the Association to be named as an additional insured under any insurance policies relating to their Homes and grant the Association the right to file claims as the Association deems reasonably necessary. Further, the Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the Home, taking account into local construction costs as they may, from time to time, exist. In the event that an Owner refuses to increase such insurance coverage deemed reasonably necessary to replace the Home by the Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason causes the same to become null and void, the Association may purchase whatever coverage it deems reasonably necessary for the Association's benefit. The cost so incurred by the Association shall become due and payable in all respects, together with interest, reasonable attorneys fees and cost of collection, as provided for in connection with and under the same terms and conditions as the other assessments of the Association. The Association shall have the authority to require Owners to provide proof of adequate insurance from time to time. Each Owner shall be required to maintain sufficient insurance coverage on their Home, and in case an Owner fails to maintain adequate insurance, the Association may obtain such insurance and charge the cost back to the Owner as an Individual Assessment. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and or building codes. In the event that the Association exercises the rights afforded to it in this Declaration, the Owner of the Home shall be deemed to have assigned to the Association any right the Owner may have to insurance proceeds that may be available to the Owner arising from the damages or destruction of the Home.

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

11.3. Fidelity Bonds. If available, the Association shall procure a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon the Board's reasonable business judgment.

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

11.5. Casualty to Common Areas. In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty.

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

11.7. Cost of Payment of Premiums and Deductibles. Except as otherwise provided herein, the costs of all insurance maintained by the Association hereunder, and any other fees or expenses incurred that may be necessary or incidental to carry out the provisions hereof, are Operating Expenses. The costs associated with any deductible payable by the Association in connection with insurance claims related to the repair or reconstruction of a Home shall be assessed against the respective Lot(s) as an Individual Assessment.

11.8. Declarant and Builders have No Liability. Notwithstanding anything to the contrary in this Section 11, the Declarant, Builders, their respective officers, directors, shareholders, and any related persons or corporations and their employees, attorneys, agents, officers and directors shall not be liable to any Owner or any other person should the Association fail for any reason whatsoever to obtain insurance coverage for the Common Areas or should the Owner fail for any reason whatsoever to obtain insurance coverage for their Home.

11.9. Additional Insured. Prior to the Community Completion Date, the Declarant shall be named as additional insured on all policies obtained by the Association, as their interests may appear.

12. Property Rights.

12.1. Owners' Easement of Enjoyment. Every Owner, Builder, its Immediate Family Members, permitted occupants, Lessees, guests and invitees, and every owner of an interest in FAIRWAY POINTE shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas that it is entitled to use for their intended purpose, subject to the following provisions:

12.1.1. Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended or supplemented from time to time;

12.1.2. Rules and Regulations governing use and enjoyment of the Common Areas;

12.1.3. The right of the Association to suspend rights hereunder, including, without limitation, voting rights, or to impose fines in accordance with Section 720.305, Florida Statutes (2022);

12.1.4. The right of the Association to suspend an Owner's or Lessee's right to use (except vehicular and pedestrian ingress and egress and necessary utilities) all or a portion of the Common Areas for any period during which any Assessments levied against that Owner remain unpaid;

12.1.5. The right of the Declarant and/or the Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer by the Association shall be effective prior to the Community Completion Date without prior written consent of the Declarant;

12.1.6. The right of the Declarant and/or the Association to modify the Common Areas as set forth in this Declaration;

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

12.1.8. The rights of the Declarant, Builders, and/or the Association regarding FAIRWAY POINTE as reserved in this Declaration, including the right to utilize the same and to grant use rights to others; and

12.1.9. An Owner relinquishes his or her right to use of the Common Areas during the time that a Home is leased to a Lessee.

12.1.10. The right and duty of the Association to reasonably limit the number of guests, invitees or lessees of an Owner using the Common Areas.

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

12.1.12. The right of the Association to replace destroyed trees or other vegetation and plant trees, shrubs, and ground cover upon any portion of the Common Areas.

12.2. Ingress and Egress. An ingress and egress easement is hereby created and reserved by the Declarant for the Builders, Owners, their Lessees, guests and invitees, for pedestrian traffic over, through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas, as may be paved and intended for such purposes.

12.3. Development Easement. In addition to the rights reserved elsewhere herein, the Declarant reserves an easement for itself, its affiliates, and designees, and for Builders (subject to the terms and conditions of this Declaration with respect to Builders), and their nominees, over, upon, across, and under FAIRWAY POINTE as may be required in connection with the development of FAIRWAY POINTE, and other lands designated by the Declarant, and to promote or otherwise facilitate the development, construction and sale and/or leasing of Lots, Homes, any portion of FAIRWAY POINTE, and other lands designated by the Declarant. Without limiting the foregoing, the Declarant specifically reserves for itself, its affiliates and designees and for Builders, and their subcontractors, suppliers and consultants, the right to use all paved roads and rights of way within FAIRWAY POINTE for vehicular and pedestrian ingress and egress to and from construction sites. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. The Declarant and Builders shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same

by construction traffic, and all maintenance and repair of such Common Areas, shall be deemed ordinary maintenance of the Association payable by all Owners as part of the Operating Expenses. Without limiting the foregoing, at no time shall the Declarant and/or Builders be obligated to pay any amount to the Association on account of the Declarant's and/or Builder's use of the Common Areas. The Declarant and Builders intend to use the Common Areas for sales of Lots and Homes. Further, the Declarant may market other residences and commercial properties located outside of FAIRWAY POINTE from the Declarant's sales facilities located within FAIRWAY POINTE. The Declarant and Builders have the right to use all portions of the Common Areas in connection with their marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays, holding promotional parties and outings, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of residential homes, subject to the prior written approval of the Declarant. At no time shall the Declarant and/or Builders incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. The easements created by this Section, and the rights reserved herein in favor of the Declarant shall be construed as broadly as possible and supplement the rights of the Declarant set forth in this Declaration and the Governing Documents. Notwithstanding any other provision of this Declaration to the contrary, the exercise of such the easement rights reserved in favor of Builders pursuant to this Section shall be subject to the Declarant's prior written authorization provided in and written instrument executed by the Declarant and, at the Declarant's option, recorded in the Public Records.

12.4. Public Easements. Fire, police, school transportation, health, sanitation and other public service and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas.

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

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

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

12.8. Support Easement and Maintenance Easement. An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across FAIRWAY POINTE (including Lots, Parcels, and Homes) for the reasonable and necessary maintenance of Common Areas, retaining walls, utilities, cables, wires, lateral supports or other supporting structures, tie backs, dead man anchors, and other similar facilities.

12.9. Drainage. A non-exclusive easement shall exist in favor of the Declarant, the Association, and their designees, SWFWMD, the County, and/or any governmental agency having jurisdiction over FAIRWAY POINTE over, across and upon FAIRWAY POINTE for drainage, irrigation and water management purposes. Any such drainage easement shall be deemed a part of the SWMS. Any such drainage easement shall not contain permanent improvements, including, but not limited to, sidewalks, driveways, impervious surfaces, patios, decks, pools, air conditioners, structures, utility sheds, poles, fences, irrigation systems, trees, shrubs, hedges or landscaping plants other than grass, except for (i) improvements installed by the Declarant or Builders, (ii) landscaping of the SWMS, (iii) as required by the County or the Permit, and/or (iv) improvements approved by the ACC. A nonexclusive easement for ingress and egress and access exists over, across and upon FAIRWAY POINTE for such parties in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas,

conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of FAIRWAY POINTE and/or installation or maintenance of utilities or which may obstruct or retard the flow of water through FAIRWAY POINTE and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

12.10. Blanket Easement in favor of Association/Declarant. The Association and/or Declarant is hereby granted an easement over all of FAIRWAY POINTE, including all Lots, for the purposes of (i) constructing, maintaining, replacing, relocating and operating all Common Areas; (ii) performing any obligation the Association is obligated to perform under this Declaration or the Governing Documents; and (iii) performing any obligation of an Owner or a Builder, as applicable, including but not limited to instances in which the Association intends to Abate an issue or impose an Individual Assessment.

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

12.12. Utility Easements. Except as provided herein, no Owner may install any improvements within the utility easement(s) depicted on any Plat, Title Documents or other Agreements of FAIRWAY POINTE (collectively, the "Utility Easements"). Further, and except as provided herein, no Owner may make any changes to the improvements installed by the Declarant or a Builder within the Utility Easement(s). Unless otherwise approved by the Declarant in accordance with Section 15 of this Declaration, no fences shall be erected or installed within the Utility Easements without the prior written consent of the ACC, except for fences installed by the Declarant or a Builder as approved by Declarant. All fences must be in compliance with the Community Standards. In the event a fence is installed within any Utility Easement, with prior written ACC approval, the Owner is solely responsible for fence repair and/or replacement if the utility easement area needs to be accessed for installation, service, and/or repairs. Prior to digging, each Owner is responsible for calling 811, so all utility companies may locate and mark their underground facilities within the area, as required by Section 556, Florida Statutes.

13. Assessments.

13.1. General. Each Owner and Builder (to the extent required herein), by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Board, assessments or charges as are fixed, established and collected from time to time by the Association (collectively, the "Assessments"). As Vacant Lots and Spec Lots (as defined herein) may not receive certain services, all Lots will not be assessed uniformly.

13.2. Purpose of Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of operating and maintaining the Association and FAIRWAY POINTE. Assessments shall include the following categories of charges as and when levied and deemed payable by the Board:

13.2.1. Any periodic assessment (on such frequency as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Expenses and collection of amounts necessary to pay any deficits from prior years' operation ("Installment Assessments");

13.2.2. Any special assessments for capital improvements, major repairs, emergencies, or nonrecurring expenses ("Special Assessments");

13.2.3. Any specific fees, dues or charges to be paid for any special services, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with such service or use ("Use Fees");

13.2.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. The Board may, but shall have no obligation to, include a "Reserve for Replacement" in the

Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements, assets, or amenities that may comprise a portion of the Common Areas (the "**Reserves**"). Reserves may be created by the approval of a majority of the total Voting Interests, present in person, by proxy, or by ballot, at a duly called meeting or by written consent of the members of the same voting proportion. Once approved by the membership, the Board shall create a "Reserve for Replacement" in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair, and replacement of improvements for the useful life of the asset, improvement, area, or amenity, comprising a portion of the Common Areas. Notwithstanding the foregoing, Reserves may be adopted by the Declarant, as the sole member of the Association, by written consent prior to Turnover; provided, however, in no event shall the Declarant be obligated to create such Reserves. In the event the member(s) of the Association approve the establishment of Reserves, such Reserves shall be included in the budget for the following fiscal year and each year thereafter, unless otherwise waived for such particular year pursuant to Section 720.303, Florida Statutes (2021), and shall be payable in such manner and at such times as determined by the Association. If not specified, Reserves shall be collected in the regular Installment Assessment and accounted for either as an itemized reserve or pooled reserve based upon the member vote creating such. Reserves may be payable in installments extending beyond the fiscal year in which the Reserves are established.

13.2.5. Any specific assessment, charge, fee, service, amount, or cost incurred by the Association, or any other amounts or charges, fees or fines levied against a specific Lot or Lots or the record title owner(s) thereof, shall become an Individual Assessment against the Owner's account, to be collected in the same means as an assessment. Individual Assessments, including but not limited to those amounts incurred by the Association in enforcement of the governing documents, in collection of amounts due, and those attorneys' fees incurred in bankruptcy or incurred when the Association is named in a mortgage foreclosure principally brought against an Owner, or incurred when an Owner brings affirmative filings, administrative, legal, or document claims against the Association. Individual Assessments by their nature are often only applicable to one, or a select few Lots, but usually significantly less than all Lots ("**Individual Assessments**"). By way of example and not limitation, in the event an Owner fails to maintain their Lot or the exterior of their Home in a manner required by the Governing Documents, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the Lot and/or Home as required by the Governing Documents. The costs of any such repair, restoration and/or maintenance, plus the reasonable administrative expenses of the Association, including any notices or legal fees, and any costs incurred in bringing a Lot and/or Home into compliance with the Governing Documents shall be an Individual Assessment. The lien for an Individual Assessment may be foreclosed in the same manner as any other assessment. Pursuant to Florida Law, the Association will provide each delinquent Owner a courtesy notice giving the Owner the amounts due and allowing thirty days (30) days from mailing for the Owner to make payment in full prior to proceeding with statutory collection letters or proceedings. No further notice shall be required.

13.3. Designation. The designation of Assessment type and amount shall be made by the Association. Prior to the Turnover, any such designation must be approved by the Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

13.4. Allocation of Operating Expenses.

13.4.1. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Assessments for Operating Expenses and Reserves (if any) shall be allocated so that each Owner shall pay Operating Expenses, Special Assessments and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of all Lots in FAIRWAY POINTE conveyed to Owners or any greater number determined by the Declarant from time to time. The Declarant, in its sole and absolute discretion may change such denominator from time to time; provided, however, under no circumstances will the denominator be less than the number of Lots owned by Owners. In addition, any Lot that does not have a Home constructed thereon as evidenced by a Certificate of Occupancy (a "**Vacant Lot**") and any Lot that has a Home constructed thereon but is owned by the Declarant or a Builder (a "**Spec Lot**") shall be assessed at twenty percent (20%) of the Installment Assessment or Special Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser

Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. The Assessments for Vacant Lots and Spec Lots shall be additional income to the Association and shall be used at the discretion of the Board for any purpose, including, without limitation, future and existing improvements, capital improvements, Operating Expenses, support costs and/or startup costs, among any other use. At such time as a Vacant Lot improved with a Home or a Spec Lot is conveyed by the Declarant or a Builder to an Owner, or a Spec Lot owned by a Builder is leased by the Builder in exchange for the payment of rent, then the Vacant Lot and/or Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Assessments. Vacant Lots and Spec Lots shall not be included in the denominator used to determine each Owner's pro rata share of the Operating Expenses and Reserves (if any), unless otherwise determined by the Declarant in its sole and absolute discretion. In no event shall the Declarant pay Special Assessments, unless otherwise prohibited by law. Notwithstanding any other provision of this Declaration to the contrary, commencing with the rental of any Home owned by a Builder for occupancy by a Lessee in exchange for the payment of rent, such Lot owned by the Builder shall not be deemed a "Spec Lot" for purposes of this Declaration, and such Builder shall be treated as any other "Owner" hereunder, including for purposes of payment of Assessments.

13.4.2. In the event the Operating Expenses as estimated in the budget for a particular fiscal year are, after the actual Operating Expenses for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (i) be added to the calculation of Installment Assessments, as applicable, for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. After the Turnover Date, no vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein. Prior to the Turnover, a Special Assessment may be levied by the Association with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Owners' Voting Interests present (in person or by proxy) at a duly noticed meeting of the members. In no event shall the Declarant pay Special Assessments. Notwithstanding any other provision of this Declaration to the contrary, as to Vacant Lots or Spec Lots for which Builders hold record title, Builders shall not be required to pay any amount for a Special Assessment levied against Owners under this Section.

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

13.5. General Assessments Allocation. Installment Assessments and Reserves (if any) shall be uniform for all Lots improved with a Home, except as provided herein. Special Assessments and Reserves shall be allocated equally to each Owner. Notwithstanding anything to the contrary contained in the Governing Documents, but subject to the rights of the Declarant pursuant to Section 13.8 of this Declaration, Vacant Lots and Spec Lots shall be assessed at twenty percent (20%) of the Installment Assessments and Special Assessments assessed to Lots with Homes constructed thereon and owned by Owners. This lesser Assessment amount reflects that Vacant Lots and Spec Lots will not benefit from maintenance and other services provided by the Association. At such time as a Home is conveyed by the Declarant or a Builder to an Owner, then the Spec Lot shall be deemed a fully assessed Lot and shall be responsible for one-hundred percent (100%) of Installment Assessments and Special Assessments, except as otherwise provided herein. Notwithstanding any other provision to the contrary, Vacant Lots and Spec Lots shall not be responsible for Reserves.

13.6. Use Fees. Except as hereinafter specified to the contrary, Use Fees shall be made against the record title owner of a Lot benefiting from, or subject to, the special service or cost as specified by the Association. The Declarant and Builders shall not be required to pay Use Fees or Individual Assessments.

13.7. Commencement of First Assessment. Assessments shall commence as to each Owner on the day of the conveyance of title of a Home to such Owner. Assessments shall commence as to a Builder on the day of the conveyance of title of such Lot from the Declarant to Builder. The record title owner of a Lot is jointly and severally liable with the previous record title owner of the Lot for all unpaid Assessments and any other amounts owed to the Association that came due up to the time of transfer of title. A record title owner of a Lot, regardless of how title to

the Lot has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all amounts that come due while such person or entity was the record title owner of the Lot. An Owner's liability for Assessments may not be avoided by waiver or suspension of the use or enjoyment of any Common Areas or by abandonment of the Lot upon which the Assessments are made. Any Owner shall have the right of contribution against any previous Owner for amounts paid on behalf of that previous Owner that came due while the previous Owner was the title holder to the Lot. For purposes of this Section, the Association is never considered a "previous owner" of a Lot and any joint and several liability passes from the Owner previous to the Association's title ownership to the Owner just after the Association's title ownership.

13.8. Shortfalls and Surpluses. Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners and Builders in the prior fiscal year, it is possible the Association may collect more or less than the amount budgeted for Operating Expenses. Prior to the Turnover, the Declarant shall have the option to (i) pay any Operating Expenses incurred by the Association that exceed the Assessments receivable from Owners and Builders and other income of the Association, including, without limitation, the Initial Contributions, late fees and interest (the "Deficit"), or (ii) pay Installment Assessments on Homes or Lots owned by the Declarant at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots. Notwithstanding any other provision of this Declaration to the contrary, the Declarant shall never be required to (i) pay Assessments if the Declarant has elected to fund the Deficit instead of paying Assessments on Homes or Lots owned by the Declarant, (ii) pay Special Assessments, Individual Assessments or Reserves, or (iii) fund deficits due to delinquent Owners or Builders. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Expenses or, in the Board's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners or Builders. The Declarant may at any time give thirty (30) days prior written notice to the Association terminating its responsibility for funding the Deficit, and waiving its right to exclusion from Assessments. Upon giving such notice, or upon Turnover, whichever is sooner, each Lot owned by the Declarant shall thereafter be assessed at the applicable rate of Installment Assessments established for Lots and Homes, including Vacant Lots and Spec Lots, as applicable. The Declarant shall not be responsible for any Reserves, Individual Assessments or Special Assessments, even after the Turnover. Upon transfer of title of a Lot owned by the Declarant, the Lot shall be assessed in the amount established for Lots owned by Owners other than the Declarant or at the amount established for Vacant Lots or Spec Lots, as applicable, prorated as of and commencing with, the month following the date of transfer of title.

THE DECLARANT DOES NOT PROVIDE A GUARANTEE OF THE LEVEL OF ASSESSMENTS. AS SUCH, THERE IS NO MAXIMUM GUARANTEED LEVEL OF ASSESSMENTS DUE FROM OWNERS OR BUILDERS. IN THE EVENT THE DECLARANT ELECTS TO DEFICIT FUND IN LIEU OF PAYING ASSESSMENTS ON THE SAME BASIS AS OTHER OWNERS AND BUILDERS, THE DECLARANT SHALL SPECIFICALLY ELECT TO FUND THE DEFICIT AS PROVIDED IN SECTION 720.308(1)(B), FLORIDA STATUTES (2022). AS SUCH, THE PROVISIONS OF SECTIONS 720.308(2) THROUGH 720.308(6), FLORIDA STATUTES (2022), ARE NOT APPLICABLE TO THE DECLARANT OR THE CALCULATION OF THE DEFICIT OR OTHER AMOUNTS DUE FROM THE DECLARANT.

13.9. Annual Assessment. Annual budgets shall be prepared and adopted by the Board. Assessments shall be payable by each Owner and Builder as provided in this Declaration. Should next year's projected Installment Assessments not exceed the previous year's Annual Assessments by more than 115%, then no meeting shall be necessary and the budget shall be made available to all Owners, evinced by a resolution in the official records, and such proposed budget and Annual Assessment amount shall go into effect on the specified date. Should the proposed budget exceed last year's budget by more than 115% and a Board meeting shall be called in which the Board is required to post 48 hour notice in a conspicuous place to notice the meeting.

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

13.10.1. Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6), Florida Statutes (2022). The Board may from time to time determine when the Installment Assessments will be

collected by the Association (i.e. monthly, quarterly, or annually). Unless otherwise established by the Board, Installment Assessments shall be collected in advance on a quarterly basis;

13.10.2. Special Assessments may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of the Declarant; and

13.10.3. Use Fees or Individual Assessments. The Association may establish, from time to time, by policy, resolution, rule, or regulation, or by delegation to an officer or agent, including, a professional management company, or by operation of law based upon an enumerated condition precedent, Use Fees or Individual Assessments, or a schedule outlining same. Such Use Fees or Individual Assessments shall be payable by the Owner to the Association in the amount incurred, negotiated, invoiced, or set by the Association in the fee/assessment schedule, by the service or facility utilized as determined by the Association, or by any other writing, letter, notice, or governing document of the Association. This Declaration is notice enough, and by virtue of accepting a deed to the home, each Owner acknowledges that there is no affirmative requirement of meeting, vote, or notice required to be held or given to any Owner prior to an Owner incurring Individual Assessments or Use Fees based upon the Association's governing documents, including but not limited to its policies, rules, resolutions, regulations, delegated authority, officers, contracts, or services.

13.11. Initial Contribution. The first purchaser of each Lot or Home from the Declarant or a Builder, at the time of closing of the conveyance from the Declarant or a Builder to a purchaser who is not the Declarant or a Builder, shall pay to the Association an Initial Contribution in the amount of five-hundred dollars (\$500.00) (the "Initial Contribution"). Notwithstanding any other provision of this Declaration to the contrary, a Builder purchasing a Lot from the Declarant or Declarant's affiliates shall not be obligated to pay the Initial Contribution to the Association; provided, however, the first purchaser of a Home from a Builder shall pay the Initial Contribution at the time of closing of the conveyance of such Home. The funds derived from the Initial Contributions are working contribution income to the Association and shall be used by the Board exclusively for purposes which provide a direct benefit (as defined in 77 Fed. Reg. 15574 (Mar. 16, 2012)) to FAIRWAY POINTE, including, without limitation, future and existing improvements, Operating Expenses, support costs and start-up costs. Prior to Turnover, Initial Contributions are not earmarked, and the Declarant or Board may use the Initial Contributions for any and all purposes, including but not limited to those purposes articulated in the Association's Governing Documents, unless otherwise prohibited by Florida Law.

13.12. Assessment Estoppel Certificates. No Owner shall sell or convey its interest in a Lot or Home unless all sums due to the Association have been paid in full, all maintenance and violation issues have been corrected, and an estoppel certificate shall have been received from the Association by such Owner. The Association shall prepare and maintain a ledger noting amounts due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner. Within fourteen (14) days of receipt of a written request therefor from an Owner, any mortgage on the property making an interest claim on the Lot, or a realtor or title company representing a representation of Owner, there shall be furnished to an Owner an estoppel certificate with any outstanding violation or maintenance issues and a total amounts owed in writing setting forth whether the amounts owed on the Lot have been paid and/or the amount that is due as of any date. The requestor of the payoff or estoppel certificate shall be required to ensure payment to the Association, or its Manager (as defined below) or general counsel or attorney, as applicable, a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. For an estoppel or payoff with no violations or amounts due, such reasonable fee may be \$250.00 or any other higher amount as prescribed by statutory or administrative law as amended from time to time.. Should an Association use any electronic closing software to help new and previous owners facilitate title transactions, such software usage fees or closing document compilation fees shall not be in any way related to the payoff/estoppel and are on top of the payoff/estoppel fee and/or estoppel certificate, to be paid by the requestor. Any legal work required to help resolve a delinquent account or an account with an uncorrected maintenance or use violation shall also be charged to the requestor on any payoff or estoppel, over and above the work provided in the estoppel certificate. Should a rush be requested, the Association and or its contractors or agents may charge an additional rush fee , which may be \$100 or any other higher amount as prescribed by statutory or administrative law as amended from time to time.for the payoff or estoppel certificate. Any amounts on the payoff or estoppel provided to the Owner or requestor in this paragraph shall be placed on the current Owner's account, and should the payoff/estoppel not be satisfied by

the due date or should the property not close and transfer title, the attorneys fees, software fees, payoff or estoppel charges, and any other amounts shall immediately become an Individual Assessment on the account and shall become due from the Owner.

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

13.14. Personal Obligation for Amounts, The Lien and Amounts Secured. Notwithstanding anything to the contrary contained in the governing documents, each new Owner shall be joint and severally liable with the previous owner for all enforcement non-compliance and all amounts owed to the Association, including fines, attorneys fees, abatements, assessments, interest, late fees, and any other amounts owed, except for a first mortgagee that acquires title, whose liability shall be for 12 months of assessments or 1% of the mortgage debt, whichever is lesser. A first mortgagee acquiring title is not exempt from unjust enrichment expenses at common law expended by the Association to preserve the collateral, and is not exempt from remedying any non-compliance on the property that existed prior to obtaining title. By virtue of recording in the public records, the Claim of Lien shall also include but not be limited to any paraprofessional or management fees, appeals, collections, fair debt actions, bank mortgage foreclosure defense, owner bankruptcy, any future or additional amounts which thereafter accrue until all charges and amounts on the account, including but not limited to those that may or will come due after the lien, all amounts and fees, pre- and post-judgment, amended amounts, the lien release upon satisfaction of all amounts, and any and all ongoing assessments, late fees, interest and other amounts as they come due, including known and necessary attorneys fees for tasks and items that necessarily occur, including post-judgment tasks. AS A MATTER OF LAW, AT ALL TIMES DURING COLLECTION, DECLARANT AND/OR THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, GENERAL COUNSEL, ATTORNEYS, AND SUBSIDIARIES SHALL BE CONSIDERED THE ORIGINAL CREDITOR FOR THE COLLECTION OF ANY AMOUNTS OWED. AS A MATTER OF LAW, THE LITIGATION PRIVILEGE AS RECOGNIZED BY FLORIDA COURTS FOR PRE-SUIT NOTICES, LETTERS, AND STEPS TAKEN PRIOR TO FILING LITIGATION, THE LITIGATION ITSELF, AND ANY COLLECTION OR ENFORCEMENT ACTION AND/OR LITIGATION SHALL APPLY TO THE DECLARANT AND/OR ASSOCIATION ATTORNEYS AT ALL TIMES AND BY VIRTUE OF RECEIVING A DEED TO A HOME, EACH OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY ALL PARTIES MENTIONED IN THIS PARAGRAPH FOR THE COLLECTION OF AMOUNTS OWED UNDER THESE GOVERNING DOCUMENTS; THIS CLAUSE SHALL SURVIVE EVEN BEYOND THE EXISTENCE OF THE ASSOCIATION.

13.15. Subordination of the Lien to Mortgages. The lien for Assessments shall be subordinate to (i) the liens of all taxes, bonds, and other governmental levies which by law would be superior, and (ii) the lien or charge of a bona fide first mortgage held by a Lender on any Lot, if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, should the acquirer of title be the first mortgagee, then the first mortgagee shall be given the statutory protections provided in 720.3085(2)(c), Florida Statutes (2021); however, all other purchasers shall be jointly and severally liable with the previous owner for all amounts due. Any such unpaid amounts that a first mortgagee acquirer is not liable for may be written off as bad debt or reallocated and assessed to all Owners (including such acquirer of title) as a part of the Operating Expenses. Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise pursuant to a foreclosure) shall not relieve the record title owner from liability for, nor the Lot from the lien of, any Assessments made thereafter. After any potential application of 720.3085(2)(c) to a first mortgagee, the new owner shall still be held responsible to: (i) reimburse the Association for any unjust enrichment expenses for any services or improvements, if any, that the Association expended during the prior owners ownership of the property, and (ii) fix any violations or maintenance issues on that remain on the property or be subject to fines, enforcement penalties, abatement expenses, or individual assessments, among the expenses of other enforcement remedies. Nothing herein contained shall be construed as releasing the party liable for any delinquent amounts from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association, upon request, or if the mortgage held by such Lender is in default. The Association shall have the right, but not the obligation, to cure such default within the time periods provided in the mortgage held by such Lender. In the event the Association makes such payment on behalf of a record title owner, the Association shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender.

All amounts advanced on behalf of a record title owner pursuant to this Section shall be added to Assessments payable by such record title owner with appropriate interest.

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

13.17. Non-Payment of Assessments. Any Assessment or other amount not paid on or before the due date shall be delinquent and shall bear interest from the due date, at the rate at the maximum lawful rate, or a rate established by the Board of Directors from time to time, as legally permitted under the laws of the State of Florida (2021). Such delinquent amounts shall also incur a late fee and/or administrative collection or service fees. Any late fee each month, regardless of installment period, shall be the greater of twenty-five (\$25.00) or five percent (5%) of the past amount due. Pursuant to Florida Law, the Association will provide each delinquent Owner a courtesy notice giving the Owner the amounts due and allowing thirty days (30) days from mailing for the Owner to make payment in full prior to proceeding with statutory collection letters or proceedings. No collection attorneys fees may be added for the courtesy notice, however, any such notice may include any and all charges, services, or fees that have been incurred prior to the delinquency notice itself, including by way of example, but to not be limited to: Individual Assessments on the account, fines, enforcement expenses and/or attorneys fees regarding such fines or Individual Assessments, attorneys fees and service costs for an Abatement or prior notices to the owner, fees for bankruptcy proceedings, mortgage foreclosure proceedings, and the like. Furthermore, the Association need not provide a courtesy notice for every separate Assessment or amount the owner incurs that goes past due; once a single courtesy notice has been provided for Installment Assessments, Special Assessments, Assessments, or other amounts due as may be necessary, all additional charges, assessments, fines, fees, Abatements, and/or any other amounts due tack onto the delinquent account and the account remains delinquent until the entire amounts owed to the Association are satisfied in full. The Association may, at any time thereafter, bring an action at law against the record title owner personally obligated to pay the same, and/or foreclose the lien against the Lot, or both. A suit to recover a money judgment for unpaid amounts may be maintained without foreclosing, waiving, or otherwise impairing the Association's lien or priority. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment any and all costs and amounts expended in preserving the priority of the lien and all additional costs, services, and expenses incurred or imposed, including but not limited to any and all amounts listed in this Section or anywhere else in the governing documents. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Home. All payments on accounts shall be first applied to fines imposed, then Individual Assessments, then Abatement amounts, then to Use Fees, then to interest accrued by the Association, then to any administrative or late fees, then to attorneys' fees or professional service fees, then to costs, and then to the delinquent Installment Assessment, Reserve Assessment, or Special Assessment, or any other remaining amounts, in time, first applied to the first or oldest payment due. The allocation of payment described in the previous sentence shall apply notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

13.18. Exemption. Notwithstanding anything to the contrary herein, the Declarant shall not be responsible for any Assessments of any nature or any portion of the Operating Expenses, except as the record title owner of a Home or Lot, if applicable. Further, and notwithstanding anything to the contrary herein, the Declarant shall not be responsible for Special Assessments or Reserves. The Declarant, at the Declarant's sole option, may pay Assessments on Lots owned by it, or fund the Deficit, if any, as set forth in Section 13.8 herein. In addition, the Board shall have the right to exempt any portion of FAIRWAY POINTE subject to this Declaration from the Assessments, provided that such part of FAIRWAY POINTE exempted is used (and as long as it is used) for any of the following purposes:

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

13.18.2. Any of FAIRWAY POINTE exempted from ad valorem taxation by the laws of the State of Florida or exempted from Assessments by other provisions of this Declaration.

13.19. Collection by Declarant. If for any reason the Association shall fail or be unable to levy or collect Assessments, then in that event, the Declarant shall at all times have the right, but not the obligation: (i) to advance such sums as a loan to the Association to bear interest and to be repaid as hereinafter set forth; and/or (ii) to levy and

collect such Assessments by using the remedies available as set forth above. Should Declarant proceed with collection, this provision shall be self-executing and by operation of law, Declarant shall have standing to collect as its own debt (not a debt collector), and such rights and remedies shall be deemed assigned to the Declarant for such purposes. If the Declarant advances sums, it shall be entitled to immediate reimbursement, on demand, from the Association for such amounts so paid, plus interest thereon at the Wall Street Journal Prime Rate plus two percent (2%), plus any additional amounts contained in this Section or in the governing documents, by way of example and not limitation, such costs of collection or any other services or charges incurred in exercising its remedies in this paragraph. AS A MATTER OF LAW, AT ALL TIMES DURING COLLECTION, DECLARANT AND/OR THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, GENERAL COUNSEL, ATTORNEYS, AND SUBSIDIARIES SHALL BE CONSIDERED THE ORIGINAL CREDITOR FOR THE COLLECTION OF ANY AMOUNTS OWED. AS A MATTER OF LAW, THE LITIGATION PRIVILEGE AS RECOGNIZED BY FLORIDA COURTS FOR PRE-SUIT NOTICES, LETTERS, AND STEPS TAKEN PRIOR TO FILING LITIGATION, THE LITIGATION ITSELF, AND ANY COLLECTION OR ENFORCEMENT ACTION AND/OR LITIGATION SHALL APPLY TO THE DECLARANT AND/OR ASSOCIATION ATTORNEYS AT ALL TIMES AND BY VIRTUE OF RECEIVING A DEED TO A HOME, EACH OWNER AGREES TO HOLD HARMLESS AND INDEMNIFY ALL PARTIES MENTIONED IN THIS PARAGRAPH FOR THE COLLECTION OF AMOUNTS OWED UNDER THESE GOVERNING DOCUMENTS; THIS CLAUSE SHALL SURVIVE EVEN BEYOND THE EXISTENCE OF THE ASSOCIATION.

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

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

13.22. Collection from Lessees. If a Home is occupied by a Lessee and the Owner is delinquent in the payment of Assessments, the Association may demand from the Lessee payment to the Association of all monetary obligations, including, without limitation, Assessments due from the Owner to the Association. So long as the Owner remains delinquent, future rent payments due to the Owner must be paid to the Association and shall be credited to the monetary obligations of the Owner to the Association; provided, however, if within fourteen (14) days from the receipt of written demand of the Association, the Lessee provides the Association with written evidence of making prepaid rent payments, the Lessee shall receive a credit for the prepaid rent for the applicable period of such prepaid rent.

13.23. Master Association Assessments. Pursuant to the Master Governing Documents, each Owner is obligated to pay assessments to the Master Association. All such assessments and charges owed to the Master Association pursuant to the Master Governing Documents shall be referred to herein as "Master Association Assessments." The Master Association shall collect applicable Master Association Assessments from the record title owner of the Lot, and the Association shall not in any way whatsoever be liable for payment of the Master Association Assessments. NOTWITHSTANDING ANY PROVISION IN THIS DECLARATION OR THE MASTER DECLARATION TO THE CONTRARY, THE ASSOCIATION SHALL NOT IN ANY WAY WHATSOEVER BE LIABLE FOR PAYMENT OF THE MASTER ASSOCIATION'S ASSESSMENTS. THE FOREGOING IS NOT INTENDED TO LIMIT ANY REMEDIES OF THE ASSOCIATION OR THE MASTER ASSOCIATION CONCERNING AN OWNER'S FAILURE TO PAY ANY SUCH ASSESSMENT. NOTWITHSTANDING ANY PROVISION OF THE MASTER DECLARATION TO THE CONTRARY, THE MASTER ASSOCIATION'S ASSESSMENTS ARE NOT OPERATING EXPENSES OF THE ASSOCIATION AND NEITHER DECLARANT NOR THE ASSOCIATION SHALL HAVE ANY OBLIGATION TO PAY FOR OR DEFICIT FUND NON-PAYMENT OF THE MASTER ASSOCIATION'S ASSESSMENTS BY THE ASSOCIATION'S MEMBERS.

14. Information to Lenders, Builders, and Owners.

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

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

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

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

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

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

14.3.4. Any proposed action that specifically requires the consent of a Lender.

14.4. Failure of Lender to Respond. Any Lender who receives a written request to respond to proposed amendment(s) to the Governing Documents shall be deemed to have approved such amendment(s) if the Lender does not submit a response to any such request within sixty (60) days after it receives proper notice of the proposed amendment(s); provided such request is delivered to the Lender by certified or registered mail, return receipt requested.

15. Architectural Control.

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

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS DECLARATION, EACH OWNER, BY ACCEPTANCE OF A DEED TO A LOT, ACKNOWLEDGES AND AGREES THAT SUCH LOT IS SUBJECT TO THE MASTER GOVERNING DOCUMENTS, WHICH CONTAIN CERTAIN RULES, REGULATIONS, AND RESTRICTIONS RELATING TO IMPROVEMENTS LOCATED WITHIN SUCH LOT, INCLUDING THE RIGHT OF THE MASTER DRC TO EXERCISE ARCHITECTURAL CONTROL OVER IMPROVEMENTS AND ALTERATIONS AND MODIFICATIONS THERETO IN ACCORDANCE WITH THE MASTER DECLARATION. EACH OWNER SHALL COMPLY WITH THE TERMS OF THE MASTER GOVERNING DOCUMENTS, INCLUDING OBTAINING ANY APPROVAL(S) OF THE MASTER DRC AS REQUIRED BY THE MASTER DECLARATION.

15.2. Membership. There is no requirement that any member of the ACC be a member of the Association.

15.3. General Plan. It is the intent of this Declaration to create a general plan and scheme of development of FAIRWAY POINTE. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within FAIRWAY POINTE by Owners. The ACC shall have the right to evaluate all plans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements,

relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of the Declarant, which may be granted or denied in its sole discretion.

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

15.5. Community Standards. Each Owner, and its contractors and employees shall observe, and comply with, the Community Standards or any other standards that now or may hereafter be promulgated by the Declarant or the ACC. The Community Standards shall be effective from the date of adoption; shall be specifically enforceable by injunction or otherwise; and shall have the effect of covenants as if set forth herein verbatim. To the extent the Community Standards are more restrictive as to any matter set forth in this Declaration or the Master Governing Documents, then the provisions of the Community Standards shall control. Until the Community Completion Date, the Declarant shall have the right to approve the Community Standards, which approval may be granted or denied in their sole discretion.

15.6. Quorum and Duties. A majority of the ACC shall constitute a quorum to transact business at any meeting. The action of a majority present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC may act in writing. The ACC may promulgate the book of Community Standards and Rules and Regulations, and if so, may delegate to a management agent or officer the ability to approve modifications and applications that clearly fall within the book of Community Standards and the promulgated rules on file, or deny modifications and applications that clearly fall outside of the book of Community Standards and the promulgated rules on file.

15.7. Power and Duties of the ACC. No improvements shall be constructed on any portion of FAIRWAY POINTE, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or installed upon a Lot, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by the Declarant, Declarant's affiliate or Builders (visible from the exterior of the Home or visible from Common Areas) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

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

15.8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

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

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

15.8.4. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC. Failure to complete the improvements within the reasonable time period or failure to complete the improvements to the specifications of the ACC, shall result in any and all enforcement on the Lot or Home, including but not limited to abatement or removal, or repair, replacement, or substitute services in certain cases, where the cost of completing such improvements and all associated amounts, including fees and costs shall become an Individual Assessment charged to the Owner.

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

15.8.6. Upon final disapproval (even if the members of the Board and the ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the applicant's request thereof. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the plans and specifications shall be deemed disapproved. The Board shall make a final decision no later until sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such plans and specifications shall be deemed disapproved. The decision of the ACC, or, if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns. Should the Board decide to approve the plans on appeal, it must do so (1) in writing, and (2) it must also provide a written codified update to the book of Community Standards or promulgated rules to update the Association's records on the exact issue for the ACC's next application of a similar situation, and provide a copy of the updated Community Standards to the ACC within five days of the decision.

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

15.10. Variances. The Association shall have the power to grant variances from any requirements set forth in this Declaration, the Governing Documents, or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion. All Variance requests and approvals shall be in writing and stored in the official records of the Association.

15.11. Permits. THE DECLARANT, THE ASSOCIATION, THEIR OFFICERS, DIRECTORS, AGENTS, ATTORNEYS, MANAGERS, AND EMPLOYEES, EVEN AFTER RECEIVING ACC APPROVAL, HAVE NO JURISDICTION, NO ABILITY AND NO POWER TO APPROVE ANY OWNER'S MODIFICATION

OR CONSTRUCTION IMPROVEMENT IN ORDER FOR AN OWNER TO SATISFY ANY GOVERNMENTAL APPROVAL, PERMIT, REGULATION, CODE, OR ORDINANCE. Each Owner and Builder is solely responsible and liable to obtain all required building and other permits, as necessary, including but not limited to any governmental authorities or entities.

15.12. Construction Activities. The ACC shall have the responsibility to keep, update, improve, record, and recommend the processes, procedures, rules and regulations for all ACC applications and approvals, building construction, inspection, correction, and completion, and each's clear forms, processes, and procedures, including the standards governing the performance or conduct of Owners, Contractors and their respective employees, and/or any additional requirements to be inserted in all contracts relating to construction within FAIRWAY POINTE and each Owner shall include the same therein. Upon recommendation by the ACC or the ACC chair, the Board of Directors shall approve and see that it is kept in the official records of the Association and made available to Owners, including on the website or through the management agent, or upon request. The following provisions govern construction activities and modifications by Owners, including but not limited to, after consent of the ACC has been obtained:

15.12.1. Each Owner shall deliver to the Association, upon request or as part of the application process, copies of all construction and building permits as and when received by the Owner. Each construction site in FAIRWAY POINTE shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, workmanlike and continuous basis. Roadways, easements, swales, Common Areas, and other such areas in FAIRWAY POINTE shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept in FAIRWAY POINTE and no construction materials shall be stored in FAIRWAY POINTE, subject, however, to such conditions and requirements as may be promulgated by the Association. All refuse and debris shall be removed or deposited in a dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any Common Areas or other Lots or be placed anywhere outside of the Lot upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property. All construction activities shall comply with the Community Standards. If an Owner (or any of its respective contractors and employees) shall fail to comply in any regard with the requirements of this Section, the Association may require that such Owner post immediate security with the Association in such form and such amount deemed appropriate by the Association in its sole discretion, or in the alternative, may use any enforcement remedy granted by the governing documents.

15.12.2. There shall be provided to the Association a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction. Contractors, Builders, and their employees shall utilize those roadways and entrances into FAIRWAY POINTE as are designated by the ACC or Board for construction activities. The ACC or Board shall have the right to require that each Contractor's employees check in at the designated construction entrances and to refuse entrance to persons and parties whose names are not registered with the Association.

15.12.3. Each Owner is responsible for ensuring compliance with all terms and conditions of these provisions and of the Community Standards by all of the Owner's contracted entities, subcontractors, Contractors, and any of their employees or workers. In the event of any violation of any such terms or conditions by any employee or Contractor the Association may seek all enforcement remedies, penalties, or fines against the Owner; or, in the opinion of the ACC or Board, the continued refusal of any employee or Contractor to comply with such terms and conditions, then after five (5) days' notice and right to cure, the ACC or Board shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or Contractor from performing any further services in FAIRWAY POINTE for this Owner or any Owner. While the enforcement remedies have to be placed on the Owner's Lot and Home, the Owner may seek contribution or damages from the Contractor or any contracted entities under the Owner's contract with those entities. Each Owner includes this provision into any Owner contract with any modification or construction vendor of an Owner. The Association recommends that all Owner's print this Section or paragraph and include it in the signed contract with any Contractor.

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

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

15.14. Violation, Non-Compliance, or Failure to Act. The Association may use any remedy in the governing documents or at law to enforce any omission, act, compliance, or non-compliance, with any provisions herein. By means of example and not of limitation, if any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner shall, upon demand of the Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved, or in the alternative, the Association may abate the violation, return it to its original condition, or may choose to bring it into compliance, and charge such costs back to the Owner. The applicable Owner shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by the Association or ACC, including any and all other costs otherwise permitted in the Governing Documents, when incurred. All amounts shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the Governing Documents. The ACC and/or the Association are specifically empowered to enforce the architectural and landscaping provisions of this Declaration, the Governing Documents, and the Community Standards, by any legal or equitable remedy.

15.15. Amounts, Fees, and Costs. Each owner shall be responsible for all amounts, when incurred by the Association, and may use any provision in the governing documents, including but not limited to Section 16, Enforcement, in doing so.

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

15.17. Certificate of Compliance. If requested by an Owner, prior to the occupancy of any improvement constructed or erected on any Lot by other than the Declarant, or its designees, the Owner shall obtain a Certificate of Compliance from the Association to be signed by the ACC and the Board of Directors in writing, certifying that the Owner has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC the responsibility for reviewing and preparing the Certificate of Compliance for proper execution. The issuance of a Certificate of Compliance does not abrogate the ACC's rights set forth in this Section 15.

15.18. Exemption. Notwithstanding anything to the contrary contained in the Governing Documents, including, without limitation, the Community Standards, any improvements of any nature made or to be made by the Declarant, a Builder, or their agents, assigns or Contractors, including, without limitation, improvements made or to be made to the Common Areas, as applicable, or any Lot or Home, shall not be subject to review and approval by the ACC or the Association; provided, however, all improvements of any nature whatsoever made or to be made by a Builder, or its agents, assigns or Contractors, shall be subject to the Community Standards and subject to review and approval by the Declarant, including pursuant to a separate agreement.

15.19. Exculpation. The Declarant, the Association, the Builders, the Association and including but not limited to the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable to any Owner for any cost or damages incurred by any Owner or any other party whatsoever. This shall include but not be limited to any mistakes in judgment, negligence, or any action or inaction of the Declarant, the Association, ACC,

their officers, builders, general counsel, agents, attorneys, or assigns, in connection with the approval or disapproval of plans and specifications. Each Owner agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against the Declarant, the Association, the Builders, their officers, builders, general counsel, agents, attorneys, or assigns, in order to recover any damages caused by the actions of the Declarant, the Association, the Builders or ACC or any of the aforementioned parties in connection with the provisions of this Section 15. The Association does hereby indemnify, defend and hold the Declarant, the Builders, their officers, builders, general counsel, agents, attorneys, or assigns harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, the Association, ACC or any of the aforementioned parties. The Declarant, the Association, and their officers, builders, general counsel, agents, attorneys, or assigns, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

16. **Right of Association to Enforce; Expenses, Fees, and Costs of Enforcing Compliance.** The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Declaration. In the event an Owner does not comply with any provision of the governing documents, this Declaration, the Articles, the Bylaws, the policies and procedures of the Association, or the rules and regulations, or any other covenant or contract that makes the Owner responsible for taking action or refraining from action, whether by act or omission or both, the Association may use any enforcement remedy at law, including but not limited to fines, abatement, individual assessments, pre-suit mediation, or litigation, or any other right or claim in law, including suspension of access or voting rights, or by use of a schedule of fines or a schedule of individual assessments, or in equity, or as provided by this Declaration, including but not limited to those remedies elsewhere listed in the governing documents, or any other remedy at Florida Law. Any Owner act or omission that fails to comply or violates a provision of the aforementioned applies equally to the acts or omissions of not only an Owner, but also an Owner's occupants of the Owner's Home, an Owner's lessee, or the guests, invitees, contractors, or any other persons in connection with or associated with any of the previously listed parties, for any reason. The Association may pursue as many claims and remedies as it so chooses, without waiving its right to simultaneously pursue any or all other remedies. All remedies may be sought simultaneously against the Owner and/or any of the above listed parties; by virtue of holding a deed to the Lot, an Owner is jointly and severally liable for any of its related parties or parties in privity mentioned in this Section for their behavior, action, inaction or compliance, and may be held monetarily liable for such. Should enforcement, abatement, fines, individual assessments, injunctions, and/or any other remedy be necessary to enforce any provision or ensure compliance, all expenses, fees, costs, professional fees, including but not limited to abatements, pre-action notices, professional services, and attorneys fees, shall be charged to the Owner as an Individual Assessment, when incurred. Should an Owner later be found to be a prevailing party by an administrative, judicial, or state proceeding, subject to any pending exhaustion of the right to, or conclusion of any appeal initiated, the Owner shall receive all costs and expenses to be paid by the Association and the Association shall ensure the Owner's account is brought whole to the point in time just prior to the base claim occurring or the initial action being taken in the matter. As a matter of law, an Owner cannot be deemed a prevailing party by any governing body if the Owner provides or provided the relief or compliance initially requested by the Association. Notwithstanding the foregoing, in no event may such costs and expenses be recovered against the Association's agents, contractors, attorneys, employees, or the Developer, unless otherwise required by Law. As to attorneys fees, the Litigation Privilege applies and extends confidentiality, legal protection, and indemnity to even pre-suit activities, notices, and communications, collection of the damages or expenses, and any litigation filed, including any and all appeals, as may be necessary. Any and all amounts incurred by the Association in enforcing its governing documents against an Owner shall be an immediate Individual Assessment against the Lot and Owner when incurred by the Association. The Declarant and Association shall have the right to enforce this Section by all necessary legal action. HOWEVER, UNDER NO CIRCUMSTANCES MAY SUCH COSTS, EXPENSES, ATTORNEYS FEES, OR ANY OTHER AMOUNTS BE RECOVERED AGAINST THE DECLARANT, UNLESS OTHERWISE REQUIRED BY LAW.

16.1. **Right to Cure or Abatement.** In the event any Owner, by action or inaction or by act or omission, violate any provision of the governing documents, including but not limited to the book of Community Standards, the rules and regulations, the policies and resolutions, or any other written document of the Association, the Association may require the Owner to fix the condition, or in the alternative may do so after reasonable notice or seven (7) days notice, whichever is shorter. In addition to any known provision violations of the governing documents, the Declarant

or Association may also use the Right to Cure for any Owner who violates any SWFWMD provision; causes any damage to any improvement, Common Area; impedes the Declarant, any Builder, or the Association from exercising its rights or performing its responsibilities hereunder; undertakes unauthorized improvements or modifications to any Lot, Home, or the Common Areas; or impedes the Declarant or any Builder from proceeding with the construction of Homes or completing the development of FAIRWAY POINTE; then the Declarant, any affected Builder, and/or the Association, where applicable and among other remedies, after reasonable prior written notice, shall have the right, through its agents and employees, to cure the breach.

16.2. Non-Monetary Defaults. In the event of a violation by any Owner by action or inaction or by act or omission, violate any provision of the governing documents, including but not limited to the book of Community Standards, the rules and regulations, the policies and resolutions, or any other written document of the Association, other than the nonpayment of any Assessment, then the Declarant or the Association shall notify the Owner of the violation, by delivering written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days notice, the Declarant or Association may, in addition to all other remedies in the governing documents, may commence an action to enforce the performance on the part of the Owner; enjoy the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief and each Owner agrees such remedy comes without the need for the Association to post bond; and/or commence an action to recover damages; and/or take any and all other action or sustain any legal suit as reasonably necessary, including but not limited to liable per se as defined in these governing documents, to correct the violation or breach, action or inaction.

16.3. No Waiver. The election not to enforce any right, provision, covenant or condition in this Declaration, or any of the governing documents, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future. DECLARANT AND/OR THE ASSOCIATION SHALL HAVE NO LIABILITY TO ANY OTHER OWNER FOR ENFORCEMENT OR FAILURE TO ENFORCE ANY PROVISION OF THE GOVERNING DOCUMENTS.

16.4. Right of Association to Enforce; Expenses, Fees, and Costs of Enforcing Compliance. The Declarant hereby grants the Association an easement over each Lot for the purpose of ensuring compliance with the requirements of this Declaration. In the event an Owner does not comply with any provision of the governing documents, this Declaration, the Articles, the Bylaws, the policies and procedures of the Association, or the rules and regulations, or any other covenant or contract that makes the Owner responsible for taking action or refraining from action, whether by act or omission or both, the Association may use any enforcement remedy at law, including but not limited to fines, Abatement, individual assessments, pre-suit mediation, or litigation, or any other right or claim in law, including suspension of access or voting rights, or by use of a schedule of fines or a schedule of individual assessments, or in equity, or as provided by this Declaration, including but not limited to those remedies elsewhere listed in the governing documents, or any other remedy at Florida Law. Any Owner act or omission that fails to comply or violates a provision of the aforementioned applies equally to the acts or omissions of not only an Owner, but also an Owner's occupants of the Owner's Home, an Owner's lessee, or the guests, invitees, contractors, or any other persons in connection with or associated with any of the previously listed parties, for any reason. The Association may pursue as many claims and remedies as it so chooses, without waiving its right to simultaneously pursue any or all other remedies. All remedies may be sought simultaneously against the Owner and/or any of the above listed parties; by virtue of holding a deed to the Lot, an Owner is jointly and severally liable for any of its related parties or parties in privity mentioned in this Section for their behavior, action, inaction or compliance, and may be held monetarily liable for such. Should enforcement, Abatement, fines, individual assessments, injunctions, and/or any other remedy be necessary to enforce any provision or ensure compliance, all expenses, fees, costs, professional fees, including but not limited to Abatements, pre-action notices, professional services, and attorneys fees, shall be charged to the Owner as an Individual Assessment, when incurred. Should an Owner later be found to be a prevailing party by an administrative, judicial, or state proceeding, subject to any pending exhaustion of the right to, or conclusion of any appeal initiated, the Owner shall receive all costs and expenses to be paid by the Association and the Association shall ensure the Owner's account is brought whole to the point in time just prior to the base claim occurring or the initial action being taken in the matter. As a matter of law, an Owner cannot be deemed a prevailing party by any governing body if the Owner provides or provided the relief or compliance initially requested by the Association. Notwithstanding the foregoing, in no event may such costs and expenses be recovered against the Association's agents, contractors, attorneys, employees, or the Developer, unless otherwise required by Law. As to attorneys fees, the Litigation Privilege applies and extends confidentiality, legal protection, and indemnity to even pre-suit activities, notices, and communications, collection of the damages or expenses, and any litigation filed, including any and all appeals, as may

be necessary. Any and all amounts incurred by the Association in enforcing its governing documents against an Owner shall be an immediate Individual Assessment against the Lot and Owner when incurred by the Association. The Declarant and Association shall have the right to enforce this Section by all necessary legal action. HOWEVER, UNDER NO CIRCUMSTANCES MAY SUCH COSTS, EXPENSES, ATTORNEYS FEES, OR ANY OTHER AMOUNTS BE RECOVERED AGAINST THE DECLARANT, UNLESS OTHERWISE REQUIRED BY LAW.

16.5. Enforcement By or Against Other Persons. Owner to Owner Disputes. In addition to the foregoing, this Declaration or Community Standards, or any other governing document may be enforced by the Declarant and/or, where applicable, Owners, Builders, and/or the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with the provisions contained herein, to recover damages, or to enforce any lien created herein. The Association has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards. Further, neither the Association nor the Declarant has any obligation whatsoever to become involved in any dispute between Owners in connection with these governing documents, including but not limited to Owner to Owner disputes that do not impact all Owners in the Association. SWFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration which relate to the maintenance, operation and repair of SWMS.

16.6. Fines and Suspensions. The Association may suspend, for reasonable periods of time, the rights of an Owner or an Owner's Lessees, guests and invitees, or both, to use the Common Areas, and the Association may also levy reasonable fines pursuant to against an Owner, Lessee, guest or invitee, for failure to comply with any provision of this Declaration or the Governing Documents, including, without limitation, those provisions benefitting SWFWMD. A fine may be levied on the basis of each day of a continuing violation or may be levied for a per-occurrence violation each time the per-occurrence violation occurs, including if it occurs that same day (i.e., a parking violation). Fines may be levied by the Board of Directors, by a schedule of fines created by the Board of Directors, delegated to an enforcement committee of appointed officers, or delegated to a manager or agent for the purposes of finding, reporting, notifying, and levying the initial fine. While no single fine may exceed one-thousand dollars (\$1,000), fines in the aggregate or fines for repeating violations are not capped to any amount. Multiple violations may occur and be levied simultaneously for related, the same, or non-related violations. The Board of Directors, by system, process, rule, resolution, or vote, may impose fines or suspension upon non-rejection of the Violations Committee.

16.6.1. A levied fine or suspension shall be imposed following delivery of a notice of at least fourteen (14) days to the person sought to be fined or suspended and an after an opportunity for a hearing before a committee of at least three (3) persons (the "**Violations Committee**") appointed by the Board who are not officers, directors or employees of the Association, or the spouse, parent, child, brother, sister of an officer, director or employee. Should the Violations Committee not vote, by majority vote, a finding of compliance or a finding of law as to reason the fine should not be imposed.

16.6.2. The Owner has the opportunity to attend the hearing of the Violations Committee. At any hearing with an Owner, the Owner shall present to the Violations Committee, who shall act as a tribunal, the specific proof of compliance, reasons for determining compliance, and the Violations Committee shall review evidence from the Owner as to compliance or legal reason as to why a fine should not be imposed. (A) If the Violations Committee, votes by a majority vote, to find the Owner in compliance or to find legal reason of why a fine should not be imposed, then the Association is unable to levy such fine or suspension. The Violation Committee shall provide written notice of compliance findings or written notice of legal reason why a fine should not be imposed to the Board of Directors. The Association shall then clarify or update its Governing Documents, rules or regulations to provide prospective guidance for any and all Owners in similar situations or to be distinguished as a different situation so all owners may properly understand how to best comply with the updated Governing Documents. (B) If the Violations Committee, does not vote by majority vote, finding the Owner in compliance or to find legal reason of why a fine should not be imposed, then the Association may impose such fine or suspension by providing written notice of the imposition and a reasonable time to gain compliance and pay the imposed fine prior to further legal action being taken. The provisions of this sub-paragraph do not apply to suspensions imposed due to an Owner's failure to pay monetary obligations due to the Association; however, any such suspension must be approved or ratified at a properly noticed meeting of the Board.

16.6.3. The Violations Committee's role is limited to compliance only, and whether compliance was achieved prior to the expiration of the ten (10) day period of one-hundred dollar (\$100.00) fines for a continuous violation, not whether the Owner corrected the violation hours before the Violations Committee Hearing. Upon the levying of the first one-hundred dollar (\$100) fine, the Owner must do both, pay the fine and correct the violation. Performance of one without performance of the other does not remedy the violation. The Violations Committee may not increase, decrease, waive or suspend the fine or suspension at the Hearing. However, the Owner at the Violations Committee's hearing may offer a *no lo contendre* style plea for settlement to the Board of Directors, that admits the violation was present or is present, and offers proof that such violation has been fixed or settlement offers a promise that such violation will be fixed within two weeks or such other reasonable time, in exchange for the Association Board of Directors potentially reducing the amount of the fine imposed. The Violations Committee shall then find that no ruling of compliance can be found and shall proffer the *no lo contendre* plea to the Board of Directors for written agreement with the Owner or written imposition notice to the Owner.

17. Additional Rights of Declarant and Builders.

17.1. Sales and Administrative Offices. The Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of FAIRWAY POINTE and sales and re-sales of Lots, Homes and/or other properties owned by the Declarant or others outside of FAIRWAY POINTE. This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs and banners on any portion of FAIRWAY POINTE, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas to show Lots or Homes. Builders shall have the right to maintain models, sales offices and parking associated therewith, on such portions of FAIRWAY POINTE designated by the Declarant, without the payment of rent or any other fee for the purposes of development, marketing and sales of Lots or Homes within FAIRWAY POINTE. The sales offices, models, signs and all items pertaining to development and sales remain the property of the Declarant and/or Builders, as applicable. The Declarant and Builders shall have all of the foregoing rights without charge or expense. The rights reserved hereunder shall extend beyond the Turnover Date. Notwithstanding any other provision of this Declaration to the contrary, the exercise by a Builder of the rights granted to Builders pursuant to this Section shall be subject to the prior written approval by the Declarant as to the location, design and quality of all model homes, sales offices, trailers, and temporary structures used by such Builder within FAIRWAY POINTE, which approval shall not be unreasonably withheld, conditioned or delayed. Builders are not permitted to market communities other than FAIRWAY POINTE from models located within FAIRWAY POINTE.

17.2. Modification. The development and marketing of FAIRWAY POINTE will continue as deemed appropriate in the Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of FAIRWAY POINTE to, as an example and not a limitation, amend the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions which the Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. BY VIRTUE OF ACCEPTING A DEED TO A HOME, EACH OWNER WAIVES ITS CLAIM OF JUSTIFIABLE RELIANCE AND GRANTS DEVELOPER THE UNILATERAL RIGHT TO MAKE SUCH MODIFICATIONS AND CONSENTS TO SUCH MODIFICATIONS AS MAY BE NEEDED IN THE FUTURE. The Association and Owners shall, at the request of the Declarant, execute and deliver any and all documents and instruments which the Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

17.3. Promotional Events. Prior to the Community Completion Date, the Declarant, Builders and their assigns, shall have the right, at any time, to hold marketing, special and/or promotional events within FAIRWAY POINTE and/or on the Common Areas without any charge for use. Prior to the Community Completion Date, Builders shall be required to obtain the express written permission of the Declarant to hold marketing, special and/or promotional events within FAIRWAY POINTE and/or on the Common Areas. The Declarant, Builders and search of their agents, affiliates, or assignees shall have the right to market FAIRWAY POINTE in advertisements and other media by making reference to FAIRWAY POINTE, including, but not limited to, pictures or drawings of FAIRWAY POINTE, Common Areas, Parcels, Lots and Homes constructed in FAIRWAY POINTE. All logos, trademarks, and designs used in connection with FAIRWAY POINTE are the property of the Declarant, and neither the Association

nor Builders shall have a right to use the same after the Community Completion Date except with the express written permission of the Declarant.

17.4. Use by Prospective Purchasers. Prior to the Community Completion Date, the Declarant and Builders shall have the right, without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, Homes, or other properties owned by the Declarant outside of FAIRWAY POINTE.

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

17.6. Management. The Association may contract with a third party ("Manager") for management of the Association, the Common Areas.

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

17.8. Right to Enforce. The Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and any other provision of the governing documents to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of the Association and to recover all costs incurred in doing so. Nothing herein shall be construed to require Declarant to enforce any provisions of the governing documents. Declarant takes on no liability for enforcing or not enforcing any provision of the governing documents. BY VIRTUE OF ACCEPTING A DEED TO A HOME, EACH OWNER COVENANTS AND AGREES TO WAIVE ITS RIGHT TO SUE THE DECLARANT, AND EACH OWNER AGREES TO HOLD DECLARANT HARMLESS AS TO ANY CLAIMS ASSERTED FOR THE ENFORCEMENT OR NON-ENFORCEMENT OF ANY PROVISION CONTAINED IN THE GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO ANY AND ALL FORESEEABLE AND/OR UNFORESEEABLE CONSEQUENCES, RESULTS, DAMAGES, OR INJURIES TO PERSON OR PROPERTY FOR SAME.

17.9. Additional Development. If the Declarant withdraws portions of FAIRWAY POINTE from the operation of this Declaration, the Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. The Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by the Declarant, owners or tenants of such other forms of housing or improvements upon their creation may share in the use of all or some of the Common Areas and

other facilities and/or roadways that remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by the Declarant.

17.10. Representations. Neither the Declarant nor any Builder makes any representations concerning development both within and outside the boundaries of FAIRWAY POINTE including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Parcels or Homes and buildings in all other proposed forms of ownership and/or other improvements on FAIRWAY POINTE or adjacent to or near FAIRWAY POINTE, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of Homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered. The Declarant makes no representations whatsoever concerning rentals or occupancy of Homes in FAIRWAY POINTE, and the Declarant, its affiliates, and Builders (subject to any separate agreement with the Declarant) may sell Homes to investors or to buyers who may not occupy their Homes as their primary residence.

17.11. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE GOVERNING DOCUMENTS, NEITHER THE DECLARANT, ANY BUILDER, NOR THE ASSOCIATION SHALL BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF FAIRWAY POINTE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

17.11.1. IT IS THE EXPRESS INTENT OF GOVERNING DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF FAIRWAY POINTE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF FAIRWAY POINTE AND THE VALUE THEREOF;

17.11.2. THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR HILLSBOROUGH COUNTY OR WHICH PREVENTS TORTIOUS ACTIVITIES;

17.11.3. THE PROVISIONS OF GOVERNING DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS SHALL BE APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON; AND

17.11.4. EACH OWNER (BY VIRTUE OF ITS ACCEPTANCE OF TITLE TO A HOME) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF FAIRWAY POINTE (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, THE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, MANAGERS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

17.11.5. DECLARANT MAKES NO GUARANTEES WITH REGARD TO ASSESSMENT AMOUNTS. ASSESSMENT AMOUNTS CAN VARY BASED UPON THE OPERATING EXPENSES OF THE ASSOCIATION. DECLARANT MAKES NO GUARANTEES AS TO RESERVE FUNDS AND MAY CHOOSE TO NOT CREATE ANY RESERVE FUNDS OR RESERVE ASSET IMPROVEMENTS IN THE COMMUNITY. IF MAINTENANCE RESERVES ARE ESTABLISHED, DECLARANT SHALL BE UNDER NO OBLIGATION TO FUND OR PAY THE MAINTENANCE RESERVE

CONTRIBUTIONS. NOTHING IN THIS DECLARATION SHALL REQUIRE THE DECLARANT TO COLLECT OR ASSESS FOR CAPITAL RESERVES. IF MAINTENANCE RESERVES ARE COLLECTED, NO REPRESENTATION IS MADE THAT THE AMOUNTS COLLECTION WILL BE SUFFICIENT FOR CAPITAL REPLACEMENTS OR REPAIRS. DECLARANT MAY CHOOSE TO FORM A COMMUNITY DEVELOPMENT DISTRICT THAT WOULD BE RESPONSIBLE FOR SHARED COMMUNITY ASSETS AND AMENITIES.

17.12. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF IN CONNECTION WITH OR IN ANY WAY RELATED TO THE GOVERNING DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. THE DECLARANT HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A HOME.

17.13. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A HOME, EACH HOME IS LOCATED IN HILLSBOROUGH COUNTY, FLORIDA. ACCORDINGLY, AN IRREFUTABLE PRESUMPTION EXISTS THAT THE APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN HILLSBOROUGH COUNTY, FLORIDA. IN ADDITION TO THE FOREGOING, EACH OWNER AND THE DECLARANT AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN HILLSBOROUGH COUNTY, FLORIDA.

17.14. Reliance. BEFORE ACCEPTING A DEED TO A HOME, EACH OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A HOME, EACH OWNER ACKNOWLEDGES THAT HE OR SHE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. THE DECLARANT AND BUILDERS ARE RELYING ON EACH OWNER CONFIRMING IN ADVANCE OF ACQUIRING A HOME THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO THE DECLARANT AND BUILDER; ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR THE DECLARANT TO SUBJECT FAIRWAY POINTE TO THIS DECLARATION, EACH OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE THE DECLARANT, BUILDERS, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH AN OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST THE DECLARANT, BUILDERS, THEIR OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

17.15. Duration of Rights. The rights of the Declarant and Builders, as applicable, set forth in this Declaration shall, unless specifically provided to the contrary herein, extend for a period of time ending upon the earlier of: (i) the Community Completion Date; or (ii) a relinquishment of such rights by the Declarant or any Builder, as applicable, in an amendment to the Declaration recorded in the Public Records.

17.16. Additional Covenants. The Declarant may record additional covenants, conditions, restrictions, and easements applicable to portions of FAIRWAY POINTE, and may form condominium associations, sub-associations,

or cooperatives governing such property. Any such instrument shall be consistent with the provisions of Section 22, and no person or entity shall record any declaration of covenants, conditions and restrictions, or declaration of condominium or similar instrument affecting any portion of FAIRWAY POINTE without the Declarant's prior review and prior written consent. Evidence of the Declarant's prior written consent shall be obtained in the form of a joinder executed by the Declarant. Any attempted recordation without such consent shall result in such instrument being void and of no force and effect unless subsequently approved by written consent signed by the Declarant and recorded in the Public Records.

17.17. Use Name of "FAIRWAY POINTE". Until the Turnover Date, the Declarant shall have the sole right to approve the use of FAIRWAY POINTE name and logo, and such right shall automatically pass to the Association after the Turnover Date. The name "FAIRWAY POINTE" and all similar or derivative names, along with all associated logos, are the proprietary trade names or service marks of the Declarant and/or Declarant's affiliate. No person or entity, including any Owner or Builder, shall use the name "FAIRWAY POINTE," its logo, or any derivative of such name or logo in any printed, electronic or other promotional material without the Declarant's prior written approval and/or without the prior written consent of the person who owns such trade name or service mark, including Declarant's written approval. The Declarant shall have the sole right to approve the use of FAIRWAY POINTE name and logo. In addition, due to the integrated nature of FAIRWAY POINTE as a planned community, and the public identification of Lots within FAIRWAY POINTE, any name or "logo" to be used in connection with or displayed on any Lot, and any sales or other materials or documentation related to the use of the Lot shall be subject to Declarant's prior written consent. Such approval may be given or withheld in Declarant's discretion and may be subject to such terms and conditions as Declarant deems appropriate. This Section shall not apply to Builders as authorized in writing by Declarant; provided, however, all Builders shall comply with any branding guidelines or name and logo use standards required by Declarant. Notwithstanding the above, Owners and Builders may use the name "FAIRWAY POINTE" in printed or promotional material where such term is used solely to specify that particular property is located within FAIRWAY POINTE. The Association may use the words "FAIRWAY POINTE" in its name. Other use by the Association or any Owner is subject to the restrictions of the Governing Documents, including but not limited to use by Owners.

17.18. INTERPRETATION AGAINST DRAFTER ELIMINATED FROM THE GOVERNING DOCUMENTS OF FAIRWAY POINTE. BY VIRTUE OF ACCEPTING A DEED TO A HOME, EACH OWNER AGREES THAT THE GOVERNING DOCUMENTS, INCLUDING BUT NOT LIMITED TO THIS DECLARATION, THE ARTICLES, THE BYLAWS, THE RULES AND REGULATIONS, THE POLICIES, THE STANDARDS, AND ANY OTHER DOCUMENT GOVERNING THE ASSOCIATION AND ITS OWNERS WILL NOT BE INTERPRETED AGAINST ANY PARTY. THIS PARAGRAPH PROHIBITS AN INTERPRETATION OF THE GOVERNING DOCUMENTS AGAINST THE DRAFTER, THE DECLARANT, OR THE ASSOCIATION. AS A MATTER OF JUDICIAL NOTICE OR ADMINISTRATIVE NOTICE ON A FINDING OF FACT FOR ANY PROCEDURE OR DISPUTE, DECLARANT AND THE ASSOCIATION ARE NOT TO BE DEEMED THE "DRAFTER" OF THE GOVERNING DOCUMENTS. THIS RULE OF INTERPRETATION IS HEREBY DELETED AND ELIMINATED DURING ANY DISPUTE INTERPRETING ANY GOVERNING DOCUMENT OF FAIRWAY POINTE. THE GOVERNING DOCUMENTS ARE NOT TO BE INTERPRETED AGAINST ANY PARTY TO ANY ALTERCATION, ENFORCEMENT, COLLECTION, ADMINISTRATIVE, STATE, OR JUDICIAL ACTION, ANY PRE-ACTIONS, NOTICES, DISPUTES, OR DISAGREEMENTS, AMONG ANY AND ALL PARTIES WHO ARE IN PRIVACY WITH THE FAIRWAY POINTE GOVERNING DOCUMENTS. THE GOVERNING DOCUMENTS ARE TO BE GIVEN THEIR PLAIN MEANING AT ALL TIMES. SHOULD A PLAIN MEANING NOT RESOLVE THE AMBIGUITY, THEN THE GOVERNING DOCUMENTS ARE TO BE READ TO NOT CONFLICT WITH ONE ANOTHER. FURTHERMORE, HISTORY BETWEEN THAT PARTIES, THE PARTIES INTERACTIONS, AND INDUSTRY CUSTOM ARE TO BE USED TO HELP INTERPRET ANY UNRESOLVED AMBIGUITIES IN ANY PROVISIONS OF THE GOVERNING DOCUMENTS IN THE ABSENCE OF A RULE, RESOLUTION, POLICY, GUIDANCE, LETTER, OR AMENDMENT FROM THE ASSOCIATION HELPING RESOLVE THE AMBIGUITY.

17.19. Easements to Serve Additional Property. Declarant hereby reserves for itself and its duly authorized agents, representatives, successors, successors in title, assigns, licensees, and mortgagees, a perpetual, nonexclusive easement over FAIRWAY POINTE for the purposes of enjoyment, use, access, and development of any properties that may be adjacent to FAIRWAY POINTE from time to time, whether or not such properties are made subject to this Declaration. Declarant further agrees that if the easement is exercised for permanent access to such properties

and such properties or any portion thereof is not made subject to this Declaration, Declarant, its successors, or assigns shall enter into a reasonable agreement with the applicable party(ies) owning such adjacent property to share the cost of maintenance of any improvements, any private roadway and related infrastructure serving such properties. In no event shall this paragraph confer any third party beneficiary rights upon the owner or owners of such adjacent property.

17.20. No Failure of Easements. Notwithstanding anything contained in the Governing Documents to the contrary, should the intended creation of any easement provided for in the Governing Documents fail by reason of the fact that at the time of creation there may be no grantee in being having the capacity to take and hold such easement or no separate ownership of the dominant and servient estates, then any such grant of easement deemed not to have been so created shall nevertheless be considered as having been granted directly to the Declarant and/or the Association, as applicable, as agent for such intended grantees, or to be a "springing easement" for the purpose of allowing the original party to whom, or the original party to which, the easements were originally intended to have been granted the benefit of such easement, and the record title owner of each Lot hereby designates the Declarant and the Association (or either of them) as their lawful attorney-in-fact to execute any instrument on such record title owners' behalf as may hereafter be required or deemed necessary for the purpose of later creating such easement as it was intended to have been created herein. Formal language of grant or reservation with respect to such easements, as appropriate, is hereby incorporated in the easement provisions hereof to the extent not so recited in some or all of such provisions.

17.21. Wash-Out Area(s). The Declarant, in its sole discretion, shall have the right to determine the location or locations of any areas within FAIRWAY POINTE used by Builders and/or Contractors as a wash-out area for construction activities. Builder and Contractors shall be required to use such designated areas in connection with any wash-out for construction activities.

18. Refund of Taxes and Other Charges. Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by the Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to the Declarant in the event such refund is received by the Association.

19. Assignment of Powers. All or any part of the rights, exemptions, powers and reservations of the Declarant herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at the Declarant's option, recorded in the Public Records.

20. General Provisions.

20.1. Authority of Board. Except when a vote of the membership of the Association is specifically required, all decisions, duties, and obligations of the Association hereunder may be made by a majority of the Board. The Association, Builders and Owners shall be bound thereby.

20.2. Severability. Invalidation of any of the provisions of this Declaration by judgment or court order shall in no way affect any other provision, and the remainder of this Declaration shall remain in full force and effect.

20.3. Execution of Documents. The Declarant's plan of development for FAIRWAY POINTE may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners, the Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents; and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section.

20.4. Affirmative Obligation of Association. In the event the Association believes that the Declarant or any Builder has failed in any respect to meet their obligations under this Declaration or has failed to comply with any of their obligations under law or the Common Areas constructed by the Declarant or any such Builder are defective in any respect, the Association shall give written notice to the Declarant, or such Builder, as applicable, detailing the alleged failure or defect. The Association agrees that once the Association has given written notice to the Declarant

or such Builder, as applicable, pursuant to this Section, the Association shall be obligated to permit the Declarant or such Builder, as applicable, and their agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by the Declarant or such Builder to respond to such notice at all reasonable times. The Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of the Declarant or a Builder, as applicable, to repair or address, in their sole option and expense, any aspect of the Common Areas deemed defective by the Declarant or any Builder, as applicable, during their inspections of the Common Areas. The Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage the Declarant or a Builder, as applicable.

20.5. Notices and Mailing. For purposes of Florida Statute and the Governing Documents, both uses or suggestions of use for "giving" or "receiving notice" as it applies to enforcement actions and collection actions, including but not limited to pre-suit notices, shall be satisfied and complete the day such notice is deposited into the mailbox. There is a rebuttable presumption, to be disproven only by clear and convincing evidence, that day one (1) of notice has occurred evidenced by the day a letter is dated, or the day a regular U.S. mail letter is post-marked, or the day any certified letter is tracked as being deposited in the mail, or the day an electronic communication is sent; any of these shall satisfy to start day one (1) of "notice" for the purposes of any statutory or required time period in the Florida Statutes or these Governing Documents for giving notice. It is the Owner's obligation to update the Owner's mailing address at all times. The Association has no duty or requirement to decipher, gather, compile, or research where to send notices or use any other form than the Association records for an Owner's alternate mailing address. Should there not be an alternate mailing address on file with the Association, notice is complete by mailing any notice to the property address in FAIRWAY POINTE. An Owner's alternate mailing address can be updated by simply filling out the Association's alternate mailing address form. Notices to the Declarant, Builder, or Association must be sent to the last known address and the registered agent as demonstrated by the Secretary of State's records.

20.6. Florida Statutes. Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist and are effective on the date this Declaration is recorded in the Public Records, except to the extent provided otherwise in the Governing Documents as to any particular provision of the Florida Statutes. These Governing Documents take precedence and override any conflict in the Florida Statutes, excluding public policy provisions that are required to override provisions in these documents at Florida Law. Should there be a conflict between the Declaration, the Bylaws, and the Articles, the Declaration should be followed first, then the Bylaws, then the Articles, specifically in that order.

20.7. Construction Activities. ALL OWNERS, LESSEES, OCCUPANTS AND USERS OF FAIRWAY POINTE ARE HEREBY PLACED ON NOTICE THAT (1) THE DECLARANT, BUILDERS, AND/OR THEIR RESPECTIVE AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO FAIRWAY POINTE, WHICH MAY CAUSE NOISE, DUST OR OTHER TEMPORARY DISTURBANCE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF FAIRWAY POINTE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (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 FAIRWAY POINTE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) THE DECLARANT, BUILDERS AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SUCH PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF FAIRWAY POINTE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

20.8. Title Documents. Each Owner and Builder by acceptance of a deed to a Lot acknowledges that such Lot is subject to certain land use and title documents recorded in the Public Records (collectively, the "Title Documents"). The Declarant's plan of development for FAIRWAY POINTE may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. THE DECLARANT RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners and/or Builders, the Declarant, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners and Builders, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners and Builders, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint the Declarant, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner and Builder agrees, by its acceptance of a deed to a Lot: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner or Builder has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents. Without limiting the foregoing, upon the Community Completion Date, the Association shall assume all of the obligations of the Declarant under the Title Documents unless otherwise provided by the Declarant by amendment to this Declaration recorded by the Declarant in the Public Records, from time to time, and in the sole and absolute discretion of the Declarant.

20.9. Right to Contract for Telecommunications Services. The Declarant or the Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of FAIRWAY POINTE. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, the fees for the Telecommunications Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association. Services payable to the Telecommunications Provider shall be Operating Expenses and shall be included within the annual budget of the Association. Electronic or Video Communication. Wherever the Governing Documents require members' attendance at a meeting either "in person or by proxy," members may attend and participate at such meetings via telephone, real-time videoconferencing, or similar real-time electronic or video communication; provided, however, members may attend and participate in this manner only if a majority of the Board approved use of telephone, real-time videoconferencing, or similar real-time electronic or video communication for participation and attendance at meetings.

20.10. Electronic Transmission as Substitute for Writing. Wherever the Governing Documents require action by the Association to be taken in writing, such action may be taken by Electronic Transmission, with the exception of the following: (i) giving notice of a meeting called in whole or in part for the purpose of recalling and removing a member of the Board; and (ii) when levying fines, suspending use rights, requesting dispute resolution, or collecting payments for assessments and providing notice of lien claims.

20.11. Enforcement of Governing Documents. Enforcement of the Governing Documents, including, without limitation, this Declaration, may be by proceeding at law for damages or in equity to compel compliance with the terms hereof or to prevent violation or breach of any of the covenants or terms herein. The Declarant, the Association, or any Owner may, but shall not be required to, seek enforcement of the Governing Documents.

20.12. Builders. All provisions of compliance, obligation, or rights granted to Owners in the Governing Documents shall be similarly applicable to Builders unless otherwise indicated in the Governing Documents (e.g., certain Assessment provisions, certain rental provisions, certain pre-existing agreements with the Declarant, etc.).

20.13. "FAIRWAY POINTE" Name and Mark. Except for the Developer, Builder, and retail sales or resales of homes and their required marketing materials and its use as articulated in Section 17, the Association as a Corporation owns and has the exclusive use of the FAIRWAY POINTE Name and Mark, including any of the variations of the use of FAIRWAY POINTE (regardless of State or International registration). Any of the uses or variants off of FAIRWAY POINTE shall also be considered the FAIRWAY POINTE Name or Mark, by means of

example and not limitation, any such use of FAIRWAY POINTE HOA, Homeowners, Homes, Property, Association, Community, Neighborhood, Facebook Group, NextDoor, etc. This includes but is not limited to creative spellings or misspellings of FAIRWAY POINTE, such as Fairway Point, Fair Way Pointe, NoFair Way Pointe, FWP HOA, or other connected with a derivative or variation of HOA, Homeowners, Homeowners Association, Homes, Community, Residents, etc. or the like. This includes not only printable media, but electronic media, including but not limited to online forums, phone and internet applications, and social network forums. Each Owner by virtue of accepting a deed to a home, is bound by and covenants to agree to an immediate injunction stopping unauthorized use, Individual Assessment penalties, fines, Abatement costs and fees, legal fees, lawsuits, corporate letters banning use of pages or access to certain social media sites and forums, among any other enforcement remedy at law or in the Governing Documents. The intent of this paragraph is to prevent and minimize misguided understandings of FAIRWAY POINTE's corporate form or actions, and the misinformation campaigns that often galvanize regarding same, which always result in the unnecessary waste of Association and Owner money, time, energy, and resources to hash out civil disagreements in unofficial and harmful forums behind computer screens. These unofficial social media fights and misinformation campaigns often cause tens of thousands of dollars of Owner assessments to be wasted and misuse Association resources, almost always create instability, routinely promote social unrest, and significantly drive disunity, discord, and distrust among Owners in the community, creating a hostile or even threatening environment among close-quartered neighbors. As a result, no Owner may use the FAIRWAY POINTE name or any variant without the express written authority, approval, and scope of the use being provided directly to that Owner by the Association. By virtue of accepting a deed to a home, each Owner agrees the Association does not speak for any unofficial social forum using the FAIRWAY POINTE name (including those led or run by officers or directors of the Association), regardless of whether the use of the Name and Mark has been authorized or not, and as a result, each Owner, jointly and severally together, holds the Association harmless and agrees to indemnify the Association for any and all authorized or unauthorized uses. Furthermore, should there be any unauthorized use, the Association may provide injunctive notice to cease the removal of the FAIRWAY POINTE name, seek permission for use, or demand adherence to the use or scope of use granted or previously granted. For the purposes of this paragraph, any unauthorized use carries with it an automatic finding of liable per se upon meeting the burden of proof that such use and statement perpetuated a false statement. The Association as an official not-for profit corporation made up of Owner Members has no obligation, but seeks to help promote a positive, collaborative, atmosphere among homeowners, including their civil interactions with one another, in person or online in cyberspace. All Owners share in the betterment of the entire community as a whole, and as a result, the Association may regulate procedure and civility, without judgement or endorsement to the content of any statements or omissions of statements, and may as a matter of ministerial course of dealing, delete, remove, or temporarily suspend, or use any enforcement remedy against any user on any official media platform or gathering run by the Association if such comments or statements are negative, attacking of another Owner, threatening, or damaging to reputation, regardless of the veracity of the statement. The Association seeks to promote a peaceful environment among homeowners in the neighborhood and online.

20.14. Right to Contract. Prior to the Turnover Date, the Declarant, and thereafter, the Association, shall have the right to enter into agreements for maintenance, lease, use, license, or easements with any other homeowners association, property owners association, governmental or quasi-governmental agency or other entity. The Declarant or the Board may enter into such agreement on behalf of the Association without the prior written consent or joinder of any other party; provided, however, prior to the Turnover Date, all such agreements entered into by the Association require the prior written consent of the Declarant. Such agreements may obligate the Association to maintain certain real property or improvements not owned by the Declarant or the Association, or such agreements may obligate the Association to pay a contribution for maintenance costs or use fees for certain real property or improvements not owned by the Declarant or the Association. Any expense incurred by the Association, or payment required to be made by the Association, in connection with any such agreement shall constitute an Operating Expense of the Association.

20.15. Declarant's Disclaimer of Representations. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THE DECLARANT MAKES NO WARRANTIES OR REPRESENTATIONS WHATSOEVER EITHER EXPRESS OR IMPLIED, THAT ANY PLANS PRESENTLY ENVISIONED FOR THE COMPLETE DEVELOPMENT OF FAIRWAY POINTE OR SURROUNDING LAND CAN OR WILL BE CARRIED OUT, OR THAT ANY REAL PROPERTY NOW OR HEREAFTER ACQUIRED BY THE DECLARANT IS OR WILL BE SUBJECT TO THIS DECLARATION, OR THAT ANY SUCH REAL PROPERTY (WHETHER OR NOT IT HAS BEEN SUBJECTED TO THIS DECLARATION) IS OR WILL BE COMMITTED TO OR DEVELOPED FOR A PARTICULAR (OR ANY) USE OR PURPOSE, OR THAT SUCH REAL PROPERTY IS ONCE USED FOR A PARTICULAR USE, WILL CONTINUE IN EFFECT OR WILL BE

SUFFICIENT FOR SUCH PURPOSE. While the Declarant has no reason to believe that any of the covenants, restrictions and other provisions contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, the Declarant makes no warranty or representation as to the present or future validity or enforceability of any such covenants, restrictions and other provisions. Any Owner acquiring a Lot in reliance on or more of such restrictive covenants and other provisions herein shall assume all risks of the validity and enforceability thereof and by accepting a deed to the Lot agrees to hold the Declarant harmless therefrom.

20.16. Additional Right of Association to Enter into Agreements. The Association may enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in other lands or facilities outside of FAIRWAY POINTE, including, but not limited to other amenities or services that may benefit all owners such as country clubs, golf courses, marinas, submerged land, parking areas, conservation areas, recreational amenities facilities, and other facilities. Pursuant to Section 720.31(6), Florida Statutes, the Association is hereby expressly authorized to enter into such agreements upon the approval of a majority of the Board, and without any vote of the members of the Association, regardless of when the Association enters into such agreement. Notwithstanding the foregoing, prior to the Community Completion Date, any such agreement entered into by the Association shall require the prior written approval of the Declarant. The purpose of this Section is to confirm the Board's express authority to enter into such agreements on behalf of the Association without a vote of the members, pursuant to Section 720.31(6), Florida Statutes. Nothing in this Section shall limit the Declarant's right and authority to approve and enter into any such agreements for leaseholds, memberships or other possessory or use interests with respect to FAIRWAY POINTE or any lands or facilities outside of FAIRWAY POINTE prior to the Turnover Date.

20.17. Right to Contract for Third Party Entity or Street Light Services Provider. The Declarant or the Association shall have the right, but not the obligation, to enter into one or more contracts with any private provider or third party entity within all or any part of FAIRWAY POINTE. Prior to the Community Completion Date, all contracts between a third party entity service provider and the Association shall be subject to the prior written approval of the Declarant. If any such contract is established, any fees may be payable to the service provider and shall be Operating Expenses and shall be included within the annual budget of the Association.

20.18. Owner Lawsuit. Except as otherwise provided in this Declaration, should any Owner bring suit against the Declarant, the Builders, the Association, or any of the Indemnified Parties for any claim or matter, and should such Owner fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit for all amounts, including but not limited to professional fees, management fees, contract fees, expenses, defense fees, attorneys' fees and paraprofessional fees at trial and upon appeal.

20.19. Singular Word Use Intended to Apply to Cumulative Group of Like Persons: Guests, Invitees, Occupants, Family Members, Residents, Lessees, Tenants, Licensees. (1)(a) Any use of the word guest, occupant, invitee, family member, relative, or resident, etc., in the Governing Documents shall cumulatively mean all of the such listed parties. For example, a provision that identifies an Owner's invitees, family members, or residents, shall not just be limited to those parties, but shall also mean and equally apply to an Owner's occupants, guests, friends, and relatives additionally. (b) For any lessee, tenant, occupant, or resident of a Lot or Home, any use of the word Owner shall also apply to the tenant, occupant, resident or lessee, cumulatively as a group, with regard to enforcement remedies, use restrictions, easements, and maintenance obligations. (c) For purposes of this provision, employees, licensees, vendors, contractors, subcontractors, customers, or clients, etc., and the like, are considered Invitees or Licensees of the Lot/Home. (2) The purpose of this provision is to disregard differentiation in word use, application, or treatment in certain Governing Document Provisions, as on the whole, the Governing Document provisions intended to reference a particular type of group or similar types of people in that group, i.e., an Owner's occupant, family member, resident, guest, friend, relative, or invitee, etc., must follow the parking provisions also. Though there may be different word use to define similar groups when it comes to (i) occupants, residents, invitees, family members, relatives, and guests (and the like) of an Owner; (ii) lessees or tenants (and the like) of an Owner; (iii) occupants, residents, invitees, family members, relatives, and guests, (and the like) of a tenant or lessee; and (iv) employees, vendors, licensees, contractors, subcontractors, vendors, customers, or clients (and the like), of either an Owner or a tenant/lessee; the use will apply to the whole class of intended people, regardless of word use; disparate word use across provisions is not indicative of any specific intent. The Governing Documents did not intend to create variation in application or treatment among related groups, even though word use may slightly differ from provision to provision when referring to those groups. Word use as to the aforementioned types of people and types of related groups will have cumulative application to the

whole group with this provision. This provision will disregard differences in unintended syntax and use variations across provisions, when that use of related words is clearly intended to describe the class of persons previously listed in this provision.

20.20. Owner Grants Indemnity to Association and All Owners. Each Owner agrees to indemnify and hold harmless the Declarant, the Association, and their officers, partners, agents, employees, affiliates, directors and attorneys (collectively, "**Indemnified Parties**") against all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever (collectively, "**Losses**") incurred by or asserted against any property or any of the Indemnified Parties from and, after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to an owners act or omission regarding any of the provisions in the governing documents, including but not limited to Owner's pet, their guests' pet(s), including, without limitation, actions of Owner's pets or their guests' pet(s), damages as a result of Owner's pet or their guest(s) pets, including but not limited to use of the Common Areas by Owners, their pets, their guests' pets, their Lessees, guests, family members, invitees, or agents. Should any Owner bring suit against the Declarant, the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, such Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorneys' fees and paraprofessional fees at trial and upon appeal. An Owner whose pet causes damages to person or property in the community shall be responsible for same, and same shall be charged as an Individual Assessment against the owner, when incurred.

20.21. Bulk Rentals of Non-Individuals. From time to time, the Declarant and/or Builders may market and/or sell Homes in FAIRWAY POINTE to investors, bulk buyers, build for rent organizations or operators, or affiliated entities (hereinafter "**Affiliated Entities**") who may not occupy Homes as a primary residence. Affiliated Entities may lease or rent such Homes to occupants, and the rental restrictions of the Governing Documents, which shall be adhered to by all Affiliated Entities, with regard to: (i) the total amount of rental homes in the community, or (ii) the amount of time a title owner must own a Home before renting, (iii) or the number of Homes a single entity may lease or rent, shall not apply to the Declarant, Builders or Affiliated Entities. Notwithstanding anything contained herein to the contrary, to the extent that a Builder owns any Home(s) within FAIRWAY POINTE which are then leased to or occupied by persons other than such Builder, then in such event the Builder shall no longer be deemed a "Builder" but shall be deemed an "Owner" hereunder and the "Owner" of such Lot and Home for purposes of this Declaration, commencing with the rental of the Home for occupancy by a Lessee in exchange for payment of rent. At such time as a Builder is no longer deemed a "Builder" as provided in the foregoing sentence, with respect to Homes owned and rented by it, all rights and exemptions granted to Builders hereunder shall cease with respect to such Lot and Home, the Lot shall not be deemed a "Spec Lot" for purposes of this Declaration, and such former "Builder" shall be treated as any other "Owner" for purposes of payment of Assessments. Other than the exceptions mentioned in this subsection, for all other purposes "Affiliated Entities" are "Owners" and treated as any other "Owner" for the purposes of these Governing Documents. The Declarant reserves the right to waive or exempt all rental restrictions for any Affiliated Entity, and Declarant may do so in a written agreement between the Declarant and the Affiliated Entity in any purchase and sale agreement, take down and build contract, sub-Association Governing Document, or in any writing recorded in the official records of the County. Upon sale from an Affiliated Entity to a non-Affiliated Entity Owner, all rental restriction waivers and exemptions will extinguish, and this document is self-executing, and all rental restrictions of this Declaration will apply to all Owners. NOTWITHSTANDING ANYTHING TO THE CONTRARY, ALL BUILDERS, AFFILIATED ENTITIES, AND OWNERS MUST SUBMIT ANY AND ALL SALES, LEASES, AND CONVEYANCES TO THE DECLARANT OR THE ASSOCIATION IN ORDER TO COMPLY WITH EXISTING LAW AS TO AGE RESTRICTED COMMUNITIES AND TO COMPLY WITH SECTION 26 AND SECTION 9.48. OF THIS DECLARATION. WHILE THE DECLARANT IS EXEMPTED FROM ANY APPROVAL REQUIREMENTS PRIOR TO SALE, LEASE, OR CONVEYANCE, DECLARANT AND/OR THE ASSOCIATION SHALL STILL KEEP RECORDS AND ENSURE COMPLIANCE WITH EXISTING LAW AS TO AGE RESTRICTED COMMUNITIES. ANY AFFILIATED ENTITY, BUILDER, OR OWNER WHO FAILS TO COMPLY SHALL BE HELD STRICTLY LIABLE FOR ANY AND ALL DAMAGES AND COSTS TO THE ASSOCIATION DUE TO NON-COMPLIANCE, INCLUDING, BUT NOT LIMITED TO, ANY ISSUED FINES, ATTORNEYS FEES AT ALL LEVELS, INCLUDING FOR ENFORCEMENT OF THIS SECTION, ADMINISTRATIVE COSTS, AND ANY OTHER COSTS, FEES, OR EXPENSES RELATED TO OR ARISING OUT OF NON-COMPLIANCE WITH THIS SECTION.

21. Amendment.

21.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to the Governing Documents shall affect the rights of the Declarant unless such amendment receives the prior written consent of the Declarant, which consent may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to this Declaration, then the prior written consent of such entity or agency must also be obtained. All amendments must comply with Section 24 which benefits SWFWMD. No amendment to this Declaration shall be effective until it is recorded in the Public Records. No post-Turnover Amendment shall be effective against any Declarant or Builder without the prior written consent of Declarant and/or Builder(s).

21.2. No Vested Rights. Each Owner or Builder by acceptance of a deed to a Home irrevocably waives any claim that such Owner has any vested rights pursuant to case law or statute with respect to this Declaration or any of the other Governing Documents. It is expressly intended that the Declarant and the Association have the broad right to amend this Declaration and the other Governing Documents, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein.

21.3. Amendments Prior to the Turnover. Prior to the Turnover, the Declarant shall have the unilateral right to amend this Declaration, the Rules and Regulations, the Community Standards, or any other Governing Document as it deems appropriate, without notice to or the joinder or consent of any person or entity whatsoever, except as limited by applicable law as it exists on the date this Declaration is recorded in the Public Records or except as expressly set forth herein. Such amendment needs only to be executed with the formalities of a deed, and upon recording in the public records of the county, shall become effective immediately. Such amendments may include, without limitation, (i) the creation of easements for telecommunications systems, utility, drainage, ingress and egress and roof overhangs over any portion of FAIRWAY POINTE; (ii) additions or deletions from FAIRWAY POINTE and/or the properties comprising the Common Areas; (iii) changes in the Rules and Regulations; (iv) changes in maintenance, repair and replacement obligations; (v) changes in the community standards; (vi) changes in maintenance, repair, or replacement obligations, (vii) modifications of the use restrictions for Homes or Lots; and (viii) any other modification or change to any plan, right, rule, provision, obligation, or amenity that the Declarant deems necessary or favorable, including changes that may increase property values, the community plan, the sale of homes, the costs of construction, or any other change deemed necessary in Declarant's absolute discretion. The Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, the Declarant may create easements over, under and across Lots conveyed to Owners provided that such easements do not prohibit the use of Homes on such Lots as residential dwellings. Declarant's approval must be obtained on any and all amendments prior to Turnover. After Turnover but prior to the Community Completion Date, an amendment may be adopted by the Association pursuant to the requirements for adopting amendments after the Turnover, as provided in Section 21.4 below; however, as long as Declarant or Builder own lots in the community, the Declarant shall be required to join in such amendment so that its consent to the same will be reflected in the Public Records. To the extent legally required, each Owner shall be deemed to have granted to the Declarant, and thereafter, the Association, an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

21.4. Amendments after the Turnover. After the Turnover, this Declaration may be amended with the written, balloted, casted, statutorily electronic, or proxied approval, or a combination thereof, of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person, by casted ballot, in writing, by electronic submission, or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. A quorum for any meeting of the members for the purpose of approving amendments after the Turnover shall be established by the presence, in person, by proxy, or by ballot, of the members entitled to cast ten percent (10%) of the total Voting Interests. Notwithstanding any other provision herein to the contrary, after the Turnover, no amendment to the Governing Documents shall affect the rights of Builders unless such amendment receives the prior written consent of the Declarant and Builders, which consent may be withheld for any reason whatsoever.

21.5. Relating to Surface Water Management System. Any amendment to this Declaration which affects the Surface Water Management System or the operation or maintenance thereof shall require the prior written approval of the SWFWMD.

21.6. Compliance with HUD, FHA, VA, FNMA, and GNMA. Notwithstanding any provision of this Declaration to the contrary, prior to the Turnover, the Declarant shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Association, Builders, other Owners, or any other party shall be required or necessary to such amendment. After the Turnover, but subject to Section 21.1 of this Declaration, the Board shall have the right to amend this Declaration, from time to time, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's regulatory requirements or agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots. No approval or joinder of the Owners, or any other party, shall be required or necessary to any such amendments by the Board. Any such amendments by the Board shall require the approval of a majority of the Board.

22. Annexation and Withdrawal.

22.1. Annexation by Declarant. Prior to the Community Completion Date, additional lands may be made part of FAIRWAY POINTE by the Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners, Builders, or any Lenders). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of a Supplemental Declaration to this Declaration in the Public Records. The Supplemental Declaration shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of FAIRWAY POINTE. Such Supplemental Declaration may contain additions to, modifications of, or omissions from the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by the Declarant in its sole and absolute discretion and/or as may be necessary to reflect the different character, if any, of the annexed lands. Prior to the Community Completion Date, only the Declarant may add additional lands to FAIRWAY POINTE.

22.2. Annexation by Association. After the Community Completion Date, and subject to applicable governmental approvals (if any), additional lands may be annexed with the approval of (i) a majority of the Board; and (ii) fifty-one percent (51%) of the Voting Interests present (in person or by proxy) at a duly noticed meeting of the members of the Association at which there is a quorum. A quorum for any meeting of the members for the purpose of approving annexations after the Turnover shall be established by the presence, in person or by proxy, of the members entitled to cast thirty percent (30%) of the total Voting Interests.

22.3. Withdrawal. Prior to the Community Completion Date, any portions of FAIRWAY POINTE (or any additions thereto) may be withdrawn by the Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of the Declarant to withdraw portions of FAIRWAY POINTE shall not apply to any Lot that has been conveyed to an Owner or Builder unless that right is specifically reserved in the instrument of conveyance or the prior written consent of the Owner or Builder is obtained. Except as expressly provided in this paragraph, the withdrawal of any portion of FAIRWAY POINTE shall not require the consent or joinder of any other party (including, without limitation, the Association, Owners, or any Lenders). The Association shall have no right to withdraw land from FAIRWAY POINTE.

22.4. Effect of Filing Supplemental Declaration. Any Supplemental Declaration and/or amendment to this Declaration filed pursuant to this Section 22 shall be effective upon recording in the Public Records, unless otherwise specified in such Supplemental Declaration or amendment. On the effective date of the Supplemental Declaration and/or amendment to this Declaration, any additional property subjected to this Declaration shall be assigned voting rights in the Association and/or Assessment liability in accordance with the provisions of the Supplemental Declaration and this Declaration.

23. Dissolution.

23.1. Generally. In the event of the dissolution of the Association without reinstatement within thirty (30) days thereafter, other than incident to a merger or consolidation, any Owner or Builder may petition the Circuit Court

of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage any Common Areas in the place and stead of the Association, and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association. In the event the Association is dissolved, other than incident to a merger or consolidation, and the Master Association does not own and operate all SWMS, the SWMS shall be conveyed to SWFWMD or an appropriate agency of local government and, if not accepted by such agency, the SWMS must be transferred to and accepted by an entity which complies with Rule 62-330.310, Florida Administrative Code (2022), and the Environmental Resource Permit Applicant's Handbook Volume 1, Section 12.3, and be approved by SWFWMD prior to such termination, dissolution, or liquidation.

23.2. Applicability of Declaration after Dissolution. In the event of dissolution of the Association, FAIRWAY POINTE and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section 23.2 only shall apply with regard to the maintenance, operation, and preservation of those portions of FAIRWAY POINTE that had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

24. Surface Water Management System.

24.1. Surface Water Management System. The Association shall operate and maintain the Surface Water Management System in accordance with the permits issued by the Florida Department of Environmental Protection, the SWFWMD, and the ACOE and all regulations or conditions applicable thereto, including any wetland mitigation or monitoring to the extent required by such permits. Maintenance of the Surface Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the SWFWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as by prior written approval of the SWFWMD. All maintenance obligations of the Surface Water Management System of the Association, if any, shall be performed as ordered by the Board of Directors of the Association, and the cost of such maintenance incurred by the Association pursuant to this subsection, shall be a common expense of the Association to be collected, and paid by the Lot Owners, in the manner prescribed by this Declaration. Any modification of the Common Area that would adversely affect the Surface Water Management System must have the prior written approval of the SWFWMD. In the event the Association ceases to exist, the operation and maintenance of the Surface Water Management System shall be transferred to an appropriate governmental unit or public entity, or, if not accepted by a governmental unit or public entity, a non-profit corporation similar in nature to the Association, as provided in Article VII of the Articles.

24.2. Permits and Restrictions. The Property has been or will be developed in accordance with requirements of the SWFWMD Permit, and the Association, or any permittee or successor permittee under the SWFWMD Permit, has the right to assure that all terms and conditions thereof are enforced. The Association, or any permittee or successor permittee under the SWFWMD Permit, shall have the right to bring an action, at law or in equity, against a Lot Owner violating any terms or provision of the SWFWMD Permit. No person shall alter the drainage flow of the Surface Water Management System, including buffer areas or swales, without the prior written approval of the SWFWMD.

All Owners of Lots shall, by acceptance of title to a Lot, be deemed to have assumed the obligation to comply with the requirements of the SWFWMD Permit as such relate to the Lot. Except as required or permitted by the SWFWMD, no Owner of a Lot shall alter, fill, dredge, place sod or excavate, or perform similar activities on any portion of their Lot or adjacent areas which contains jurisdictional wetlands, uplands buffers, or conservation areas as established by the ACOE or SWFWMD, unless and until such activity is authorized by or exempt from the requirements of ACOE and SWFWMD. In the event that a Lot Owner violates the terms and conditions of the SWFWMD Permit and for any reason the Developer, the Association, or any permittee or successor permittee under the SWFWMD Permit, is cited therefor, the Lot Owner agrees to indemnify and hold the Developer, the Association, and any permittee or successor permittee under the SWFWMD Permit, harmless from all costs arising in connection therewith, including without limitation all costs and attorneys' fees as well as costs of curing such violation. Unless first approved by the Design Review Committee and SWFWMD, no Owner other than the Developer may obstruct, alter or in any way modify the method and/or structures of drainage utilized or installed by Developer or the

Association from, on or across any Lot, Common Area, Common Maintenance Area or easement area; nor shall any structure or material be erected, placed or maintained which shall in any way obstruct such drainage devices or facilities or impede their efficient operation. No elevation changes shall be permitted on any Lot which materially adversely affect the drainage of or to neighboring Lots or the Common Area.

The Owners shall not remove native vegetation (including cattails) that becomes established within the wet detention ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot Owners shall address any questions regarding authorized activities within the wet detention ponds to SWFWMD.

No Owner of a Lot or other property within the Property may construct or maintain any building, Residential Unit, or structure, or undertake or perform any activity in or to any portion of the Surface Water Management System, including, without limitation, the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the SWFWMD Permit and recorded Plat or Plats of the Property, unless prior approval is received from SWFWMD. Such prohibited activities shall include, without limitation, digging or excavation, depositing fill, debris or any other material or item, constructing or altering any water control structure, or any other construction to modify the Surface Water Management System.

24.2.1. Each Owner within the Property at the time of construction of a building, Residential Unit, or structure shall comply with the construction plans for the Surface Water Management System approved and on file with SWFWMD.

24.3. Surface Water Management Easements. The Association is hereby granted: (a) perpetual, non-exclusive, unobstructed drainage easements over and through the Surface Water Management System and the ponds, lakes, marshes and wetlands situated in whole or in part on the Property, whether part of the Surface Water Management System or otherwise; (b) perpetual non-exclusive easements for access and maintenance, including an easement for ingress and egress over and across all areas of the Surface Water Management System and all streets, roadways, Common Area, driveways and walkways, including the right to enter upon any portion of any Lot which is a part of or adjacent to the Surface Water Management System at any reasonable time and in a reasonable manner, for purposes of operating, maintaining and repairing the Surface Water Management System as required by this Declaration, any Plat, any instrument recorded in the Public Records, the SWFWMD Permit or by Law, including, but not limited to, work within the retention areas, drainage structures and drainage easements; and (c) perpetual, non-exclusive easements over and across each Lot bordering on or encompassing any portion of the Surface Water Management System.

24.3.1. Easements for Lake and Pond Maintenance and Flood Water. The Developer reserves for itself, its successors, assignees, designees and the Association, the nonexclusive right and easement, but not the obligation, to enter upon bodies of water and wetlands located within the Property to construct, maintain and repair structures and equipment and maintaining the areas in a manner consistent with the Community Wide Standard. The Developer, its successors, assignees, designees and the Association shall have access over and across any of the Property abutting or containing bodies of water or wetlands to the extent reasonably necessary to exercise their rights under this Section.

The Developer further reserves for itself, its successors, assignees, designees and the Association, a perpetual, nonexclusive right and easement of access and encroachment over the Common Area Property and Lots (but not the Residences thereon) adjacent to bodies of water and wetlands within the Property, in order to (a) temporarily relocate water upon and maintain water over such portion of the Property; (b) alter in any manner and generally maintain the bodies of water and wetlands within the Common Area Property and (c) maintain and landscape the slopes and banks pertaining to such areas. All Persons entitled to exercise these easements shall use reasonable care in and repair any damage resulting from the intentional exercise of such easements. Nothing herein shall be construed to make Developer or any other Person liable for damage resulting from flooding due to hurricanes, heavy rainfall or other natural occurrences. The SWFWMD and Surface Water Management System easements may not be removed from their intended use by the Association or subsequent owners.

24.3.2. Surface Water I Stormwater Management System. The surface water management facilities are located on land that is designated common area property on the plat of the Property, are located on land that is owned by the Association, or are located on land that is subject to an easement in favor of the Association or its successors. The operation and maintenance of the surface water management system facilities shall be performed by the Association. Operation, maintenance and inspection/ reinspection reporting shall be performed in accordance with the terms and conditions of the Environmental Resource Permit.

24.3.2.1. Maintenance. The Owners of Lots adjacent to the Stormwater Management System shall remove and dispose of trash and debris which may accumulate in the Stormwater Management System, shall maintain all shoreline vegetation and the grade and contour of all embankments to the water's edge, shall keep the grass, planting and other lateral support of the embankments in a clean and safe manner so as to prevent erosion.

The Association and all Owners shall comply with all governmental regulations including, but not limited to, those of the Southwest Florida Water Management District ("SWFWMD"), and it is the responsibility of the Owners and the Association not to remove the vegetation on the littoral areas. Further, it is the Owner's responsibility not to remove native vegetation (including cattails) that becomes established within the ponds abutting their Lot. Removal includes dredging, the application of herbicide, cutting and the introduction of grass carp. Owners should address any questions regarding authorized activities to SWFWMD and Surface Water Regulation Manager. No Owner may construct or maintain any building, residence, structure or undertake or perform any activity in the wetlands, wetland mitigation areas, buffer areas, upland conservation areas and drainage easements described in the approved permit and recorded plat for the Property, unless prior approval is obtained from SWFWMD.

Each property owner within the subdivision at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).

24.4. Liability. Neither the Developer, the Association, nor any maintenance entity shall have any liability for injury to persons or damage to property incurred by Owners, guests, tenants, or invitees in connection with the retention and detention ponds/lakes and drainage easements or any part of the Stormwater management System. Each Owner, for itself and its guests, tenants or invitees, releases the Developer, and the Association, and any maintenance entity from any liability in connection with such injury to Persons or damage to Property.

Neither the Developer, the Association, any maintenance entity, nor any of their successors, assigns, officers, directors, committee members, employees, management agents, contractors or subcontractors (collectively, the "Listed Parties") shall be liable or responsible for maintaining or assuring the water quality or level in any pond, lake, retention area, detention area, canal, creek, marsh area, stream or other body of water within or adjacent to the Property, except as such responsibility is imposed by an applicable government or agency or entity as referenced herein in accordance with the Permits. Further, all Owners and users of any portion of the Property located adjacent or having a view of any of the aforesaid areas shall be deemed, by virtue of their acceptance of a deed to, or use of, such property, to have agreed to hold harmless the Listed Parties from all liability related to any changes in the quality and level of water in such bodies, provided that such quality and level of the water is consistent with the permits. Notwithstanding the foregoing, upon assignment of the Permits, the Association shall maintain the waters of the Stormwater Management System as well as all equipment related thereto in accordance with the Permits.

All Persons are hereby notified that wildlife may inhabit or enter into water bodies contained within or adjacent to the Property and may pose a threat to Persons, pets and property, but the Listed Parties are under no duty to protect against, and do not in any manner warrant against, any death, injury or damage caused by such wildlife.

All Persons are hereby notified that the banks and slopes of ponds and lakes may be steep and the depths from shore may drop off sharply. By their acceptance of a deed to, or the use of, any Lot within the Property, all

Owners or users of such property shall be deemed to have agreed to hold harmless the Listed Parties from all liability or damages arising from the design, construction, or topography of any pond/lake banks, slopes or bottoms.

24.5. Enforcement by SWFWMD or ACOE. Notwithstanding any other provisions contained elsewhere in this Declaration, SWFWMD and the ACOE shall have the rights and powers enumerated in this section. SWFWMD and the ACOE shall have the right to enforce, by a proceeding at law or in equity (including, without limitation, bringing a civil action for injunction and/or penalties), the provisions contained in this Declaration which relate to the maintenance, operation, and repair of the Surface Water Management System and/or jurisdictional lands subject to the regulation of SWFWMD and/or the ACOE. Any repair or reconstruction of the Surface Water Management System shall be as permitted, or if modified, as approved by SWFWMD and/or the ACOE, as applicable.

25. Party Walls.

25.1. General Rules of Law to Apply. To the extent not inconsistent with the provisions of this Section, the general rule of law regarding party walls and liability for personal damage due to negligence of willful acts or omissions shall apply to all Party Walls within FAIRWAY POINTE that are built as part of the original construction of the Homes and any replacement thereof. In the event any portion of any structure or facility, as originally constructed, including, without limitation, any Party Wall, shall protrude over an adjoining Home, it shall be deemed that such Owners have granted perpetual easements to the adjoining Owner or Owners for continuing maintenance and use of the projection or Party Wall. The foregoing shall also apply to any replacements of any Party Walls. The foregoing conditions shall be perpetual in duration.

25.2. Painting. Each Owner shall be responsible for painting the interior portion of any Party Wall that faces his or her Home.

25.3. Sharing of Repair, Replacement, and Maintenance for Party Walls.

25.3.1. Generally. The cost of reasonable repair and maintenance of Party Walls (other than painting) shall be shared equally by the Owners of the Homes sharing such improvements without prejudice, however, to the right of any Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

25.3.2. Failure to Contribute. In the event that an Owner shall fail or refuse to pay his pro rata share of costs of repair. Maintenance or replacement of a Party Wall (whether or not through his own fault or the failure of his insurance company to pay any claim), then and in that event, the Owner advancing monies therefor shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of the construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from the date repairs or replacements are made to the Party Wall and suit thereon shall be commenced one (1) year from date such lien is filed.

25.3.3. Alterations. The Owner of a Home sharing a Party Wall with an adjoining Home shall not cut windows or other openings in the Party Wall, nor make any alterations, additions or structural changes in the Party Wall without the joint agreement of all of the Owners sharing the Party Wall and must obtain the approval of the ACC.

25.3.4. Weatherproofing. Notwithstanding any other provisions of this Declaration, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

25.3.5. Easements. Each Owner sharing a Party Wall shall have all easement rights reasonably necessary to perform the obligations contained herein over the Homes sharing the Party Wall. Without limiting the generality of the foregoing, in the event an electrical meter, electrical apparatus, CATV cable or other utilities apparatus is installed within a Lot and serves more than such Lot, the Owners of the other Lot(s) served thereby shall have an easement for access to inspect and repair of such apparatus, provided that

such easement rights shall be exercised in a reasonable manner and the Owner of the Lot encumbered by the easement shall be reimbursed for any significant physical damage to his Lot as a result of such exercise by the Owner(s) making use of such easement(s).

26. Sales, Leases, and Conveyances.

26.1. In order to assure that FAIRWAY POINTE be a community of congenial and responsible residents and that prospective purchasers will comply with the requirements of the Declaration and thus protect the value of the community, the sale, lease or transfer of any property within the Association shall be subject to the following provisions.

26.1.1. Restrictions on Occupancy. Notwithstanding anything herein to the contrary, upon the sale, lease or transfer of a Lot within FAIRWAY POINTE, the Owner of the Lot shall submit an age verification form to the Association prior to the effective date of the sale, lease or transfer of said Lot. The age verification form shall be supplied by the Association and shall provide for the ages of the intended occupants and such other information as the Association may reasonably require. In accordance with Section 9.48 hereof, except as herein provided, an Owner shall not sell, lease, or transfer his Lot unless at least one (1) of the intended occupants of Lot is fifty-five (55) years of age or older at the time of occupancy. However, the Board shall have the right, in its sole and absolute discretion to waive this requirement based upon criteria in accordance with the provisions set forth in Section 9.48 hereof, but not if more than twenty percent (20%) of the Lots in FAIRWAY POINTE will not have an occupant fifty-five (55) years of age or older. The Association will have thirty (30) days to approve the sale, lease or transfer of a Lot and such approval shall be in writing and in recordable form, sign by an officer of the Association and shall be given to the intended occupant. If the Association does not approve the sale, lease or transfer of a Lot within the thirty (30) day period then the sale, lease or transfer of a Lot shall be deemed denied.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned, being the Declarant hereunder, has hereunto set its hand and seal this 2<sup>ND</sup> day of MAY, 2023.

WITNESSES:

By: [Signature]  
Print Name: BLAKE FRAZIER  
By: [Signature]  
Print Name: DIANA HULTON

"DECLARANT"  
HDP FAIRWAY PALMS, LLC, a Delaware limited liability company ("HDP")

By: [Signature]  
Name: Jeffery D. Thorson  
Title: Vice President

[Company Seal]

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>ND</sup> day of MAY, 2023, by Jeffery D. Thorson as Vice President of HDP FAIRWAY PALMS, LLC, a Delaware limited liability company, on behalf of the company, who is  personally known to me or who  has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name Heather Mundt



HEATHER MUNDT  
Commission # GG 945409  
Expires May 3, 2024  
Bonded Thru Budget Notary Services

WITNESSES:

By: [Signature]

Print Name: BLAKE FRAZIER

By: [Signature]

Print Name: DIANA HULTON

"DECLARANT"

William Ryan Homes Florida, Inc., a Florida corporation ("WRH")

By: [Signature]

Name: Jeffery D. Thorson

Title: President

[Company Seal]

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>nd</sup> day of MAY, 2023, by Jeffery D. Thorson, as President of William Ryan Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is  personally known to me or who  has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]

NOTARY PUBLIC, State of Florida at Large

Print Name Heather Mundt



HEATHER MUNDT  
Commission # GG 945409  
Expires May 3, 2024  
Bonded Thru Budget Notary Services

WITNESSES:

By: [Signature]

Print Name: BLAKE FRAZIER

By: [Signature]

Print Name: DIANA HULTON

"DECLARANT"

William Ryan Homes Florida, Inc., a Florida corporation ("WRH")

By: [Signature]

Name: David Page

Title: Assistant Secretary

[Company Seal]

STATE OF FLORIDA )

COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>ND</sup> day of MAY, 2023, by David Page, as Assistant Secretary of William Ryan Homes Florida, Inc., a Florida corporation, on behalf of the corporation, who is  personally known to me or who  has produced \_\_\_\_\_ as identification.

My commission expires:

[Signature]

NOTARY PUBLIC, State of Florida at Large

Print Name Heather Mundt



HEATHER MUNDT  
Commission # GG 945409  
Expires May 3, 2024  
Bonded Thru Budget Notary Services

JOINDER

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

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 2<sup>ND</sup> day of MAY, 2023.

WITNESSES:

By: [Signature]  
Print Name: BLAKE FRAZIER  
By: [Signature]  
Print Name: DIANA HILTON

"ASSOCIATION"

FAIRWAY POINTE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: [Signature]  
Name: David Page  
Title: President

[Corporate Seal]

STATE OF FLORIDA )  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 2<sup>ND</sup> day of MAY, 2023, by David Page, as President of FAIRWAY POINTE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires:



HEATHER MUNDT  
Commission # GG 945409  
Expires May 3, 2024  
Bonded Thru Budget Notary Services

[Signature]  
NOTARY PUBLIC, State of Florida at Large  
Print Name: Heather Mundt

EXHIBIT 1

LEGAL DESCRIPTION

DESCRIPTION:

A portion of the Southwest 1/4 of Section 2, Township 32 South, Range 19 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said Section 2; thence N.89°06'39"W., 3156.29 feet to the Easterly boundary line of FAIRWAY PALMS, A CONDOMINIUM, PHASE 1, as recorded in Condominium Plan Book 13, Page 54, of the Public Records of Hillsborough County, Florida, thence along said Easterly boundary line the following two courses: N.09°49'59"E., 67.08 feet; thence N.03°10'28"W., 347.04 feet to the Northeast corner of said PHASE 1 and the POINT OF BEGINNING; thence along the Northerly boundary line of said PHASE 1, as established by the Amendment to Add Real Property to the Declaration of Covenants, Conditions and Restrictions of Fairway Palms Condominium Association, Inc, recorded in Official Records Instrument Number 2202050360 and the Amendment to Withdrawal Real Property to the Declaration of Covenants, Conditions and Restrictions of Fairway Palms Condominium Association, Inc, recorded in Official Records Instrument Number 2202050361, the following 13 courses: N.83°10'28"W., 145.00 feet; thence N.39°55'02"W., 8.76 feet; thence N.04°12'50"W., 23.43 feet; thence N.86°51'18"W., 118.50 feet; thence S.63°26'07"W., 50.24 feet; thence N.71°43'28"W., 166.88 feet; thence N.54°07'09"W., 94.74 feet; thence S.64°52'22"W., 45.32 feet; thence S.84°36'55"W., 40.10 feet; thence S.03°10'26"E., 95.35 feet; thence S.86°49'31"W., 86.29 feet; thence S.03°10'29"E., 29.49 feet; thence S.86°49'31"W., 58.01 to the Northwest corner of said PHASE 1 and the Easterly right-of-way line of CYPRESS VILLAGE BOULEVARD, said right-of-way line being a non-tangent curve, concave to the East, having a radius of 1805.00 feet; thence Northwesterly, 514.51 feet along said curved right-of-way line, through a central angle of 16°19'55" (chord bears N.00°50'32"W, 512.77 feet); thence N.85°08'54"E., 747.10 feet; thence S.03°10'28"E., 560.32 feet to the POINT OF BEGINNING.

Containing 8.46 Acres, more or less.



# Southwest Florida Water Management District

2379 Broad Street, Brooksville, Florida 34604-6899  
(352) 796-7211 or 1-800-423-1476 (FL only)  
SUNCOM 628-4150 TDD only 1-800-231-6103 (FL only)  
On the Internet at: WaterMatters.org

An Equal  
Opportunity  
Employer

**Bartow Service Office**  
170 Century Boulevard  
Bartow, Florida 33830-7700  
(863) 534-1448 or  
1-800-492-7862 (FL only)

**Sarasota Service Office**  
78 Sarasota Center Boulevard  
Sarasota, Florida 34240-9770  
(941) 377-3722 or  
1-800-320-3503 (FL only)

**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
(813) 985-7481 or  
1-800-836-0797 (FL only)

February 17, 2023

HDP Fairway Palms  
Attn: Jeffrey Thorson  
3925 Coconut Palm Ave, Suite 117  
Tampa, FL 33619

**Subject: Notice of Intended Agency Action - Approval  
ERP Individual Construction**  
Project Name: Fairway Palms  
App ID/Permit No: 851756 / 43046518.000  
County: Hillsborough  
Sec/Twp/Rge: S02/T32S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) has completed its review of the application for Environmental Resource Permit. Based upon a review of the information you have submitted, the District hereby gives notice of its intended approval of the application.

The File of Record associated with this application can be viewed at <http://www18.swfwmd.state.fl.us/erp/erp/search/ERPSearch.aspx> and is also available for inspection Monday through Friday, except for District holidays, from 8:00 a.m. through 5:00 p.m. at the District's Tampa Service Office, 7601 U.S. Highway 301 North, Tampa, Florida 33637.

If you have any questions or concerns regarding the application or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

cc: William Ryan Homes  
Todd C. Amaden, P.E., Landmark Engineering & Surveying Corporation



## Southwest Florida Water Management District

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**Tampa Service Office**  
7601 Highway 301 North  
Tampa, Florida 33637-6759  
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February 17, 2023

HDP Fairway Palms  
Attn: Jeffrey Thorson  
3925 Coconut Palm Ave, Suite 117  
Tampa, FL 33619

**Subject: Notice of Agency Action - Approval  
ERP Individual Construction**

**Project Name:** Fairway Palms  
**App ID/Permit No:** 851756 / 43046518.000  
**County:** Hillsborough  
**Sec/Twp/Rge:** S02/T32S/R19E

Dear Permittee(s):

The Southwest Florida Water Management District (District) is in receipt of your application for the Environmental Resource Permit. Based upon a review of the information you submitted, the application is approved.

Please refer to the attached Notice of Rights to determine any legal rights you may have concerning the District's agency action on the permit application described in this letter.

If approved construction plans are part of the permit, construction must be in accordance with these plans. These drawings are available for viewing or downloading through the District's Application and Permit Search Tools located at [www.WaterMatters.org/permits](http://www.WaterMatters.org/permits).

The District's action in this matter only becomes closed to future legal challenges from members of the public if such persons have been properly notified of the District's action and no person objects to the District's action within the prescribed period of time following the notification. The District does not publish notices of agency action. If you wish to limit the time within which a person who does not receive actual written notice from the District may request an administrative hearing regarding this action, you are strongly encouraged to publish, at your own expense, a notice of agency action in the legal advertisement section of a newspaper of general circulation in the county or counties where the activity will occur. Publishing notice of agency action will close the window for filing a petition for hearing. Legal requirements and instructions for publishing notices of agency action, as well as a noticing form that can be used, are available from the District's website at [www.WaterMatters.org/permits/noticing](http://www.WaterMatters.org/permits/noticing). If you publish notice of agency action, a copy of the affidavit of publication provided by the newspaper should be sent to the District's Tampa Service Office for retention in this permit's File of Record.

App ID/Permit No:851756 / 43046518.000

Page 2

February 17, 2023

If you have any questions or concerns regarding your permit or any other information, please contact the Environmental Resource Permit Bureau in the Tampa Service Office.

Sincerely,

David Kramer, P.E.  
Bureau Chief  
Environmental Resource Permit Bureau  
Regulation Division

Enclosures: Approved Permit w/Conditions Attached  
As-Built Certification and Request for Conversion to Operation Phase  
Notice of Authorization to Commence Construction  
Notice of Rights

cc: William Ryan Homes  
Todd C. Amaden, P.E., Landmark Engineering & Surveying  
Corporation

**SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT  
ENVIRONMENTAL RESOURCE  
INDIVIDUAL CONSTRUCTION  
PERMIT NO. 43046518.000**

**EXPIRATION DATE:** February 17, 2028      **PERMIT ISSUE DATE:** February 17, 2023

This permit is issued under the provisions of Chapter 373, Florida Statutes, (F.S.), and the Rules contained in Chapter 62-330, Florida Administrative Code, (F.A.C.). The permit authorizes the Permittee to proceed with the construction of a surface water management system in accordance with the information outlined herein and shown by the application, approved drawings, plans, specifications, and other documents, attached hereto and kept on file at the Southwest Florida Water Management District (District). Unless otherwise stated by permit specific condition, permit issuance constitutes certification of compliance with state water quality standards under Section 401 of the Clean Water Act, 33 U.S.C. 1341. All construction, operation and maintenance of the surface water management system authorized by this permit shall occur in compliance with Florida Statutes and Administrative Code and the conditions of this permit.

**PROJECT NAME:** Fairway Palms  
**GRANTED TO:** HDP Fairway Palms  
Attn: Jeffrey Thorson  
3925 Coconut Palm Ave, Suite 117  
Tampa, FL 33619

**OTHER PERMITTEES:** N/A

**ABSTRACT:** This permit authorization is for the construction of a stormwater management system serving an 8.46-acre residential subdivision. The proposed activities include the construction of 54 townhomes and associated facilities. The project area is part of the master-planned Cypress Village Subdivision. Lake C, which pre-dates District regulatory requirements, was originally designed to account for the entirety of Fairway Palms, Phase 1 and Phase 2, providing both treatment and attenuation. One new on-site pond will be constructed for attenuation purposes only. The project is located on the east side of Cypress Village Boulevard, north of College Avenue, in Hillsborough County.

**OP. & MAIN. ENTITY:** Fairways Palms Homeowners Association, Inc.  
**OTHER OP. & MAIN. ENTITY:** N/A  
**COUNTY:** Hillsborough  
**SEC/TWP/RGE:** S02/T32S/R19E  
**TOTAL ACRES OWNED OR UNDER CONTROL:** 8.46  
**PROJECT SIZE:** 8.46 Acres  
**LAND USE:** Residential  
**DATE APPLICATION FILED:** July 07, 2022  
**AMENDED DATE:** N/A

**I. Water Quantity/Quality**

POND No.	Area Acres @ Top of Bank	Treatment Type
Pond 1	0.31	NO TREATMENT SPECIFIED
<b>Total: 0.31</b>		

**Water Quantity/Quality Comment:**

Lake C, which pre-dates District regulatory requirements, was designed to provide both treatment and attenuation for the project area. The EOR has provided calculations demonstrating that Lake C has sufficient treatment volume to treat the contributing area, consistent with current water quality treatment criteria. Pond 1 provides attenuation only. The EOR has demonstrated that there are no stage increases for Lake C for the 2.33-year, 24-hour, 10-year, 24-hour, 25-year, 24-hour and 100-year, 24-hour storm events. The plans and calculations reflect the North American Vertical Datum of 1988 (NAVD 88).

A mixing zone is not required.  
A variance is not required.

**II. 100-Year Floodplain**

Encroachment (Acre-Feet of fill)	Compensation (Acre-Feet of excavation)	Compensation Type	Encroachment Result* (feet)
0.00	0.00	No Encroachment	N/A

**Floodplain Comment:**

The project proposes no fill placement within a known 100-year riverine floodplain or depression storage areas associated with 100-year riverine floodplain. Impacts to the wetlands have been demonstrated to have no adverse off-site impacts via dynamic modeling.

\*Depth of change in flood stage (level) over existing receiving water stage resulting from floodplain encroachment caused by a project that claims Minimal Impact type of compensation.

**III. Environmental Considerations**

**Wetland/Other Surface Water Information**

Wetland/Other Surface Water Name	Total Acres	Not Impacted Acres	Permanent Impacts		Temporary Impacts	
			Acres	Functional Loss*	Acres	Functional Loss*
Wetland/OSW A	0.49	0.00	0.49	0.00	0.00	0.00
Wetland/OSW B	0.04	0.00	0.04	0.00	0.00	0.00
Wetland/OSW C	0.02	0.00	0.02	0.00	0.00	0.00
Wetland/OSW D	0.17	0.00	0.17	0.00	0.00	0.00
Wetland/OSW E	0.01	0.00	0.01	0.00	0.00	0.00
Wetland/OSW F	0.03	0.00	0.03	0.00	0.00	0.00
Wetland/OSW G	0.06	0.00	0.06	0.00	0.00	0.00
Wetland/OSW H	0.01	0.00	0.01	0.00	0.00	0.00
<b>Total:</b>	<b>0.83</b>	<b>0.00</b>	<b>0.83</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

\* For impacts that do not require mitigation, their functional loss is not included.

**Wetland/Other Surface Water Comments:**

There are 0.83 acre of wetlands (FLUCCS 630) located within the project area for this ERP. Permanent dredging and filling impacts to 0.83 acre of wetlands will occur for construction of the project. There are no other surface water features located within the project area.

**Mitigation Information**

**Mitigation Comments:**

Wetland mitigation is not required for permanent dredging and filling impacts to Wetland/OSWs A, B, C, D, E, F, and G pursuant to Subsection 10.2.2.1 of the ERP Applicant's Handbook Vol. I. Under this Subsection, wetland mitigation is not required for impacts to isolated wetlands less than one half acre in size that do not provide significant habitat for threatened or endangered species.

Wetland mitigation will not be required for permanent dredging and filling impacts to Wetland/OSW H pursuant to Subsection 10.2.2 of the ERP Applicant's Handbook Vol. I. Under this Section, wetland mitigation is not required for impacts that have been determined to be de minimis to fish, wildlife and listed species.

**Specific Conditions**

1. If the ownership of the project area covered by the subject permit is divided, with someone other than the Permittee becoming the owner of part of the project area, this permit may be terminated, unless the terms of the permit are modified by the District or the permit is transferred pursuant to Rule 40D-1.6105, F.A.C. In such situations, each land owner shall obtain a permit (which may be a modification of this permit) for the land owned by that person. This condition shall not apply to the division and sale of lots or units in residential subdivisions or condominiums.
2. The Permittee shall retain the design professional registered or licensed in Florida, to conduct on-site observations of construction and assist with the as-built certification requirements of this project. The Permittee shall inform the District in writing of the name, address and phone number of the design professional so employed. This information shall be submitted prior to construction.
3. Wetland buffers shall remain in an undisturbed condition except for approved drainage facility construction/maintenance. No owner of property within the subdivision may perform any work, construction, maintenance, clearing, filling or any other type of activities within the wetland buffer and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District.
4. The following boundaries, as shown on the approved construction drawings, shall be clearly delineated on the site prior to initial clearing or grading activities:
  - a. wetland buffers  
The delineation shall endure throughout the construction period and be readily discernible to construction and District personnel.
5. The following language shall be included as part of the deed restrictions for each lot:

"No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetland buffer area and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District."
6. Rights-of-way and easement locations necessary to construct, operate and maintain all facilities, which constitute the permitted stormwater management system, and the locations and limits of all wetlands, wetland buffers, upland buffers for water quality treatment, 100-year floodplain areas and floodplain compensation areas, shall be shown on the final plat recorded in the County Public Records. Documentation of this plat recording shall be submitted to the District with the As-Built Certification and Request for Conversion to Operational Phase Form, and prior to beneficial occupancy or use of the site.
7. Copies of the following documents in final form, as appropriate for the project, shall be submitted to the Regulation Division:
  - a. homeowners, property owners, master association or condominium association articles of incorporation, and
  - b. declaration of protective covenants, deed restrictions or declaration of condominiumThe Permittee shall submit these documents with the submittal of the Request for Transfer of Environmental Resource Permit to the Perpetual Operation Entity form.
8. The following language shall be included as part of the deed restrictions for each lot: "Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the stormwater management system approved and on file with the Southwest Florida Water Management District."
9. If limestone bedrock is encountered during construction of the stormwater management system, the District must be notified and construction in the affected area shall cease.

10. The Permittee shall notify the District of any sinkhole development in the stormwater management system within 48 hours of discovery and must submit a detailed sinkhole evaluation and repair plan for approval by the District within 30 days of discovery.
11. The Permitted Plan Set for this project includes the set received by the District on January 5, 2023.
12. District staff must be notified in advance of any proposed construction dewatering. If the dewatering activity is likely to result in offsite discharge or sediment transport into wetlands or surface waters, a written dewatering plan must either have been submitted and approved with the permit application or submitted to the District as a permit prior to the dewatering event as a permit modification. A water use permit may be required prior to any use exceeding the thresholds in Chapter 40D-2, F.A.C.
13. Off-site discharges during construction and development shall be made only through the facilities authorized by this permit. Water discharged from the project shall be through structures having a mechanism suitable for regulating upstream stages. Stages may be subject to operating schedules satisfactory to the District.
14. The permittee shall complete construction of all aspects of the stormwater management system, including wetland compensation (grading, mulching, planting), water quality treatment features, and discharge control facilities prior to beneficial occupancy or use of the development being served by this system.
15. The following shall be properly abandoned and/or removed in accordance with the applicable regulations:
  - a. Any existing wells in the path of construction shall be properly plugged and abandoned by a licensed well contractor.
  - b. Any existing septic tanks on site shall be abandoned at the beginning of construction.
  - c. Any existing fuel storage tanks and fuel pumps shall be removed at the beginning of construction.
16. All stormwater management systems shall be operated to conserve water in order to maintain environmental quality and resource protection; to increase the efficiency of transport, application and use; to decrease waste; to minimize unnatural runoff from the property and to minimize dewatering of offsite property.
17. Each phase or independent portion of the permitted system must be completed in accordance with the permitted plans and permit conditions prior to the occupation of the site or operation 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 that phase or portion of the system to a local government or other responsible entity.
18. This permit is valid only for the specific processes, operations and designs indicated on the approved drawings or exhibits submitted in support of the permit application. Any substantial deviation from the approved drawings, exhibits, specifications or permit conditions, including construction within the total land area but outside the approved project area(s), may constitute grounds for revocation or enforcement action by the District, unless a modification has been applied for and approved. Examples of substantial deviations include excavation of ponds, ditches or sump areas deeper than shown on the approved plans.
19. Issuance of this authorization also constitutes a finding of consistency with Florida's Coastal Zone Management Program, as required by Section 307 of the Coastal Zone Management Act.
20. This permit does not authorize the Permittee to cause any adverse impact to or "take" of state listed species and other regulated species of fish and wildlife. Compliance with state laws regulating the take of fish and wildlife is the responsibility of the owner or applicant associated with this project. Please refer to Chapter 68A-27 of the Florida Administrative Code for definitions of "take" and a list of fish and wildlife species. If listed species are observed onsite, FWC staff are available to provide decision support information or assist in obtaining the appropriate FWC permits. Most marine endangered and threatened species are statutorily protected and a "take" permit cannot be issued. Requests for further information or review can be sent to [FWCConservationPlanningServices@MyFWC.com](mailto:FWCConservationPlanningServices@MyFWC.com).
21. A "Recorded notice of Environmental Resource Permit," Form No. 62-330.090(1), shall be recorded in the public records of the County(s) where the project is located.
22. The approved wetland buffer plantings, as shown on Sheet C3 of the construction plans, are required in order to

provide the District with reasonable assurance that the project will not have adverse secondary impacts to the adjacent wetlands, as described in Subsection 10.2.7 of the Applicant's Handbook Volume I. The buffer plantings shall be completed prior to the transfer to operation of the facility. The buffer plantings shall meet a success criteria of 80 percent survival and shall be maintained such that they remain in their intended condition for the life of the system.

23. If the Permit will be transferred to a non-profit corporation for perpetual operation and maintenance, including a homeowner, property owner, condominium owner, or master association, then in addition to the Request for Transfer, the Permittee shall submit the Association Affidavit form published in the References and Design Aids for the ERP Applicant's Handbook Volume I, (DA 7-8 to DA 7-10), [https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/DesignAidsAH-I.pd\\_.pdf](https://www.swfwmd.state.fl.us/sites/default/files/medias/documents/DesignAidsAH-I.pd_.pdf) ) in conjunction with the documents identified in section 12.3.4 of the Applicant's Handbook Volume I, to demonstrate the entity has the financial, legal, and administrative capability to provide for the long term operation and maintenance of the project.

**GENERAL CONDITIONS**

1. The general conditions attached hereto as Exhibit "A" are hereby incorporated into this permit by reference and the Permittee shall comply with them.

**David Kramer, P.E.**

\_\_\_\_\_  
Authorized Signature

**EXHIBIT A**

**GENERAL CONDITIONS:**

- 1 The following general conditions are binding on all individual permits issued under this chapter, except where the conditions are not applicable to the authorized activity, or where the conditions must be modified to accommodate, project-specific conditions.
  - a. All activities shall be implemented following the plans, specifications and performance criteria approved by this permit. Any deviations must be authorized in a permit modification in accordance with Rule 62-330.315, F.A.C., or the permit may be revoked and the permittee may be subject to enforcement action.
  - b. A complete copy of this permit shall be kept at the work site of the permitted activity during the construction phase, and shall be available for review at the work site upon request by the Agency staff. The permittee shall require the contractor to review the complete permit prior to beginning construction.
  - c. Activities shall be conducted in a manner that does not cause or contribute to violations of state water quality standards. Performance-based erosion and sediment control best management practices shall be installed immediately prior to, and be maintained during and after construction as needed, to prevent adverse impacts to the water resources and adjacent lands. Such practices shall be in accordance with the *State of Florida Erosion and Sediment Control Designer and Reviewer Manual (Florida Department of Environmental Protection and Florida Department of Transportation June 2007)*, and the *Florida Stormwater Erosion and Sedimentation Control Inspector's Manual (Florida Department of Environmental Protection, Nonpoint Source Management Section, Tallahassee, Florida, July 2008)*, which are both incorporated by reference in subparagraph 62-330.050(8)(b)5, F.A.C., unless a project-specific erosion and sediment control plan is approved or other water quality control measures are required as part of the permit.
  - d. At least 48 hours prior to beginning the authorized activities, the permittee shall submit to the Agency a fully executed Form 62-330.350(1), "Construction Commencement Notice," [effective date], incorporated by reference herein (<http://www.flrules.org/Gateway/reference.asp?No=Ref-02505> ), indicating the expected start and completion dates. A copy of this form may be obtained from the Agency, as described in subsection 62-330.010(5), F.A.C. However, for activities involving more than one acre of construction that also require a NPDES stormwater construction general permit, submittal of the Notice of Intent to Use Generic Permit for Stormwater Discharge from Large and Small Construction Activities, DEP Form 62-621.300(4)(b), shall also serve as notice of commencement of construction under this chapter and, in such a case, submittal of Form 62-330.350(1) is not required.
  - e. Unless the permit is transferred under Rule 62-330.340, F.A.C., or transferred to an operating entity under Rule 62-330.310, F.A.C., the permittee is liable to comply with the plans, terms and conditions of the permit for the life of the project or activity.
  - f. Within 30 days after completing construction of the entire project, or any independent portion of the project, the permittee shall provide the following to the Agency, as applicable:
    1. For an individual, private single-family residential dwelling unit, duplex, triplex, or quadruplex - "Construction Completion and Inspection Certification for Activities Associated with a Private Single-Family Dwelling Unit" [Form 62-330.310(3)]; or
    2. For all other activities - "As-Built Certification and Request for Conversion to Operation Phase" [Form 62-330.310(1)].
    3. If available, an Agency website that fulfills this certification requirement may be used in lieu of the form.
  - g. If the final operation and maintenance entity is a third party:

1. Prior to sales of any lot or unit served by the activity and within one year of permit issuance, or within 30 days of as-built certification, whichever comes first, the permittee shall submit, as applicable, a copy of the operation and maintenance documents (see sections 12.3 thru 12.3.4 of Volume I) as filed with the Department of State, Division of Corporations and a copy of any easement, plat, or deed restriction needed to operate or maintain the project, as recorded with the Clerk of the Court in the County in which the activity is located.
2. Within 30 days of submittal of the as-built certification, the permittee shall submit "Request for Transfer of Environmental Resource Permit to the Perpetual Operation and Maintenance Entity" [Form 62-330.310 (2)] to transfer the permit to the operation and maintenance entity, along with the documentation requested in the form. If available, an Agency website that fulfills this transfer requirement may be used in lieu of the form.
- h. The permittee shall notify the Agency in writing of changes required by any other regulatory agency that require changes to the permitted activity, and any required modification of this permit must be obtained prior to implementing the changes.
- i. This permit does not:
  1. Convey to the permittee any property rights or privileges, or any other rights or privileges other than those specified herein or in Chapter 62-330, F.A.C.;
  2. Convey to the permittee or create in the permittee any interest in real property;
  3. Relieve the permittee from the need to obtain and comply with any other required federal, state, and local authorization, law, rule, or ordinance; or
  4. Authorize any entrance upon or work on property that is not owned, held in easement, or controlled by the permittee.
- j. Prior to conducting any activities on state-owned submerged lands or other lands of the state, title to which is vested in the Board of Trustees of the Internal Improvement Trust Fund, the permittee must receive all necessary approvals and authorizations under Chapters 253 and 258, F.S. Written authorization that requires formal execution by the Board of Trustees of the Internal Improvement Trust Fund shall not be considered received until it has been fully executed.
- k. The permittee shall hold and save the Agency harmless from any and all damages, claims, or liabilities that may arise by reason of the construction, alteration, operation, maintenance, removal, abandonment or use of any project authorized by the permit.
- l. The permittee shall notify the Agency in writing:
  1. Immediately if any previously submitted information is discovered to be inaccurate; and
  2. Within 30 days of any conveyance or division of ownership or control of the property or the system, other than conveyance via a long-term lease, and the new owner shall request transfer of the permit in accordance with Rule 62-330.340, F.A.C. This does not apply to the sale of lots or units in residential or commercial subdivisions or condominiums where the stormwater management system has been completed and converted to the operation phase.
- m. Upon reasonable notice to the permittee, Agency staff with proper identification shall have permission to enter, inspect, sample and test the project or activities to ensure conformity with the plans and specifications authorized in the permit.
- n. If any prehistoric or historic artifacts, such as pottery or ceramics, stone tools or metal implements, dugout 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, work involving

subsurface disturbance in the immediate vicinity of such discoveries shall cease. The permittee or other designee shall contact the Florida Department of State, Division of Historical Resources, Compliance and Review Section, at (850) 245-6333 or (800) 847-7278, as well as the appropriate permitting agency office. Such subsurface work shall not resume without verbal or written authorization from the Division of Historical Resources. If unmarked human remains are encountered, all work shall stop immediately and notification shall be provided in accordance with Section 872.05, F.S. (2012).

- o. 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 Rule 62-330.201, F.A.C., provides otherwise.
- p. The permittee shall provide routine maintenance of all components of the stormwater management system to remove trapped sediments and debris. Removed materials shall be disposed of in a landfill or other uplands in a manner that does not require a permit under Chapter 62-330, F.A.C., or cause violations of state water quality standards.
- q. This permit is issued based on the applicant's submitted information that reasonably demonstrates that adverse water resource-related impacts will not be caused by the completed permit activity. If any adverse impacts result, the Agency will require the permittee to eliminate the cause, obtain any necessary permit modification, and take any necessary corrective actions to resolve the adverse impacts.
- r. A Recorded Notice of Environmental Resource Permit may be recorded in the county public records in accordance with Rule 62-330.090(7), F.A.C. Such notice is not an encumbrance upon the property.

2. In addition to those general conditions in subsection (1) above, the Agency shall impose any additional project-specific special conditions necessary to assure the permitted activities will not be harmful to the water resources, as set forth in Rules 62-330.301 and 62-330.302, F.A.C., Volumes I and II, as applicable, and the rules incorporated by reference in this chapter.

SOUTHWEST FLORIDA  
WATER MANAGEMENT DISTRICT

NOTICE OF  
**AUTHORIZATION**  
TO COMMENCE CONSTRUCTION

Fairway Palms

PROJECT NAME

Residential

PROJECT TYPE

Hillsborough

COUNTY

S02/T32S/R19E

SEC(S)/TWP(S)/RGE(S)

HDP Fairway Palms

PERMITTEE

APPLICATION ID/PERMIT NO: 851756 / 43046518.000

DATE ISSUED: February 17, 2023



David Kramer, P.E.

Issuing Authority

THIS NOTICE SHOULD BE CONSPICUOUSLY  
DISPLAYED AT THE SITE OF THE WORK

Notice of Rights

**ADMINISTRATIVE HEARING**

1. You or any person whose substantial interests are or may be affected by the District's intended or proposed action may request an administrative hearing on that action by filing a written petition in accordance with Sections 120.569 and 120.57, Florida Statutes (F.S.), Uniform Rules of Procedure Chapter 28-106, Florida Administrative Code (F.A.C.) and District Rule 40D-1.1010, F.A.C. Unless otherwise provided by law, a petition for administrative hearing must be filed with (received by) the District within 21 days of receipt of written notice of agency action. "Written notice" means either actual written notice, or newspaper publication of notice, that the District has taken or intends to take agency action. "Receipt of written notice" is deemed to be the fifth day after the date on which actual notice is deposited in the United States mail, if notice is mailed to you, or the date that actual notice is issued, if sent to you by electronic mail or delivered to you, or the date that notice is published in a newspaper, for those persons to whom the District does not provide actual notice.
2. Pursuant to Subsection 373.427(2)(c), F.S., for notices of intended or proposed agency action on a consolidated application for an environmental resource permit and use of state-owned submerged lands concurrently reviewed by the District, a petition for administrative hearing must be filed with (received by) the District within 14 days of receipt of written notice.
3. Pursuant to Rule 62-532.430, F.A.C., for notices of intent to deny a well construction permit, a petition for administrative hearing must be filed with (received by) the District within 30 days of receipt of written notice of intent to deny.
4. Any person who receives written notice of an agency decision and who fails to file a written request for a hearing within 21 days of receipt or other period as required by law waives the right to request a hearing on such matters.
5. Mediation pursuant to Section 120.573, F.S., to settle an administrative dispute regarding District intended or proposed action is not available prior to the filing of a petition for hearing.
6. A request or petition for administrative hearing must comply with the requirements set forth in Chapter 28-106, F.A.C. A request or petition for a hearing must: (1) explain how the substantial interests of each person requesting the hearing will be affected by the District's intended action or proposed action, (2) state all material facts disputed by the person requesting the hearing or state that there are no material facts in dispute, and (3) otherwise comply with Rules 28-106.201 and 28-106.301, F.A.C. Chapter 28-106, F.A.C. can be viewed at [www.flrules.org](http://www.flrules.org) or at the District's website at [www.WaterMatters.org/permits/rules](http://www.WaterMatters.org/permits/rules).
7. A petition for administrative hearing is deemed filed upon receipt of the complete petition by the District Agency Clerk at the District's Tampa Service Office during normal business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, excluding District holidays. Filings with the District Agency Clerk may be made by mail, hand-delivery or facsimile transfer (fax). The District does not accept petitions for administrative hearing by electronic mail. Mailed filings must be addressed to, and hand-delivered filings must be delivered to, the Agency Clerk, Southwest Florida Water Management District, 7601 Highway 301 North, Tampa, FL 33637-6759. Faxed filings must be transmitted to the District Agency Clerk at (813) 367-9776. Any petition not received during normal business hours shall be filed as of 8:00 a.m. on the next business day. The District's acceptance of faxed petitions for filing is subject to certain conditions set forth in the District's Statement of Agency Organization and Operation, available for viewing at [www.WaterMatters.org/about](http://www.WaterMatters.org/about).

**JUDICIAL REVIEW**

1. Pursuant to Sections 120.60(3) and 120.68, F.S., a party who is adversely affected by District action may seek judicial review of the District's action. Judicial review shall be sought in the Fifth District Court of Appeal or in the appellate district where a party resides or as otherwise provided by law.
2. All proceedings shall be instituted by filing an original notice of appeal with the District Agency Clerk within 30 days after the rendition of the order being appealed, and a copy of the notice of appeal, accompanied by any filing fees prescribed by law, with the clerk of the court, in accordance with Rules 9.110 and 9.190 of the Florida Rules of Appellate Procedure (Fla. R. App. P.). Pursuant to Fla. R. App. P. 9.020(h), an order is rendered when a signed written order is filed with the clerk of the lower tribunal.